

AGREEMENT No. 15-2982JE
BETWEEN MANATEE COUNTY AND
HEALTH MANAGEMENT ASSOCIATES, INC.

FOR

DEVELOPMENT OF A COMMUNITY WIDE HEALTH CARE PLAN FOR UNINSURED
AND UNDERINSURED MANATEE COUNTY RESIDENTS

THIS AGREEMENT is entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and **Health Management Associates, Inc.**, authorized to conduct business in the State of Florida, hereinafter referred to as the "CONSULTANT", with offices located at 120 N. Washington Square, Suite 705, Lansing, MI 48933. The COUNTY and the CONSULTANT are collectively referred to as the Parties and also individually as a Party.

WHEREAS, the COUNTY has determined that it is necessary, expedient and in its best interests to retain, obtain or employ the CONSULTANT to render professional services as described in this Agreement for the purpose of developing a community wide health care plan for uninsured and underinsured Manatee County residents.

WHEREAS, the CONSULTANT submitted a proposal in response to Request For Proposal No. 15-2982JE and the COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Purchasing Code, resulting in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT covenants and represents to COUNTY that CONSULTANT shall provide services as detailed in **Exhibit "A"** Scope of Services.

COUNTY reserves the right to request additional services if needed.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract, and three (3) exhibits, which are as follows:

Exhibit "A" Scope of Services

**Exhibit "B" Project Cost Schedule
Exhibit "C" Affidavit of No Conflict**

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

ARTICLE 3. COMPENSATION

- A. The total amount due by the COUNTY for the services identified in **Exhibit A**, shall not exceed a total cost of **One Hundred and Twenty Five Thousand Dollars and No Cents (\$125,000.00)** as identified in **Exhibit B** for the project. Compensation will be made to the CONSULTANT upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing the services identified in **Exhibit A**.
- B. The deliverable payment schedule as shown on **Exhibit B**, shall be the total not-to-exceed compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- C. The CONSULTANT represents that it has carefully assessed the work to be performed under this Agreement, has determined that the compensation agreed to will be sufficient for it to fully perform its obligations as set forth in the Agreement, and understands that no further funding shall be provided by the COUNTY for the completion of this Agreement unless the COUNTY, by way of written amendment to this Agreement, shall add additional tasks not now set forth in the Agreement.
- D. "Task," as used in this Agreement, refers to particular categories/groupings of services described in **Exhibit A**.

ARTICLE 4. CONTRACT TERM

This Agreement shall commence on the date of execution by the COUNTY (herein the "Effective Date"). The Agreement shall remain in force until all deliverables have been met as set forth in **Exhibit B**. The COUNTY reserves the right to extend the term in the event the COUNTY requires additional services as a result of a deliverable listed in **Exhibit B**.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. The Integrated Fund Accounting System (IFAS) number assigned to this Agreement will be provided to the CONSULTANT, in writing, prior to the start of any work.

- B. The COUNTY agrees to pay the CONSULTANT for the herein described services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**. The COUNTY shall have the right to retain from any payment due the CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to the COUNTY by the CONSULTANT on any other agreement between the CONSULTANT and the COUNTY.
- C. If any Task requires units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payment.
- D. Records regarding payroll, costs and other expenditures incurred under terms of this Agreement shall be maintained and made available upon request to the COUNTY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request.
- E. Records of costs incurred include the CONSULTANT'S general accounting records and the project records, together with supporting documents and records of the CONSULTANT and all sub-consultant's performing work on the project and all other records of the CONSULTANT and sub-consultant's considered necessary by the COUNTY for a proper audit of costs.
- F. Any dispute between the COUNTY and the CONSULTANT with regard to the percent of a Task that has been completed or CONSULTANT'S invoice shall be resolved in accordance with the provision of Article 9 of this Agreement.
- G. When the CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide the COUNTY with an invoice which shall include a description of authorized work performed and/or expense incurred, and the total unpaid compensation the CONSULTANT represents as being due as of the invoice date. All invoices so submitted shall include the Integrated Fund Accounting System (IFAS) number which the COUNTY will assign to this Agreement and will be provided to the CONSULTANT in writing, upon execution of the Agreement.
- H. The Contract Manager must approve all invoices prior to payment being made.
- I. All costs of providing the Scope of Services, shall be the responsibility of the CONSULTANT, with the exception of reimbursement by the COUNTY for costs deemed reimbursable in **Exhibit B**.
- J. The COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify the CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or

that any asserted expense is not reimbursable.

ARTICLE 6. NON-PERFORMANCE AND TERMINATION

This Agreement may be terminated as follows:

- A. If the COUNTY determines that the performance of the CONSULTANT is not satisfactory, the COUNTY shall have the option of (1) immediately terminating the Agreement, or (2) notifying the CONSULTANT of the deficiency with a demand that the deficiency be corrected within a specified reasonable time, otherwise the Agreement shall be deemed terminated at the end of such time.
- B. If the COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the COUNTY shall notify the CONSULTANT in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. The CONSULTANT shall be entitled to compensation for all accepted services rendered or performed through the date of termination, together with all approved expenses incurred in connection therewith, provided the COUNTY has given the CONSULTANT written notice fifteen (15) days in advance of the date of such termination and provided that services rendered and expenses incurred do not exceed the maximum amount of compensation authorized for any phase of work based upon the percentage of the phase completed, or where applicable, any price established for a specific element of work.
- C. In the event of early termination, all completed work, and drafts-in-progress, along with all related data, studies, charts, computations, correspondence, and any other files or records related to this Agreement possessed or controlled by the CONSULTANT become the property of the COUNTY, and shall be surrendered to the COUNTY upon payment of any outstanding invoices approved for payment.

ARTICLE 7. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that the COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). The CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to the COUNTY. The CONSULTANT further agrees to execute and deliver such assignments and other documents as the COUNTY may later require to perfect, maintain and enforce the COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 8. COVENANTS OF THE COUNTY

The COUNTY shall:

- A. Inform the CONSULTANT of its designated Contract Manager. The Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the COUNTY and make decisions pertinent to services covered by this Agreement subject to oversight by the County Administrator and County Attorney legal advice. The COUNTY reserves the right to designate a different Contract Manager, provided that the CONSULTANT is given written notice thereof. The Contract Manager is not authorized to approve any amendment, revision or change order to this Agreement absent a pre-approved amendment to the Agreement.
- B. Make available at no cost to the CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to the CONSULTANT whenever the COUNTY determines there is a defect in the CONSULTANT'S performance under this Agreement.

ARTICLE 9. COVENANTS OF THE CONSULTANT

The CONSULTANT shall:

- A. Notify the COUNTY of its lead Agent with respect to the services to be performed by the CONSULTANT pursuant to this Agreement. The CONSULTANT'S Agent shall have the authority to make representations on behalf of the CONSULTANT, receive information, give instruction to other agents of the CONSULTANT, interpret and define the needs of the CONSULTANT, and make decisions pertinent to services covered by the Agreement. Subject to the limitations of this Agreement, the CONSULTANT may designate a different lead Agent, provided that the COUNTY is given written notice thereof.
- B. Perform the Scope of Services in accordance with the terms and conditions of this Agreement and provide all tools, materials, goods, and services required in the performance of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which are not in conflict with this Agreement.
- D. Be responsible for collecting all existing data required for the successful completion of the work.

- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. The CONSULTANT acknowledges this obligation and has executed **Exhibit C**.
- F. Be entitled to rely upon that information which may be provided to them from the COUNTY or others on behalf of the COUNTY. The CONSULTANT shall, however, call to the COUNTY'S attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the COUNTY in the identification and resolution of same. Information referred to above includes, but are not limited to, additional services, consultations, investigations, reports and the like, including all other information to be provided to the CONSULTANT by others and necessary for the execution of the CONSULTANT'S work under the Agreement. The COUNTY shall, however, hold the CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by the COUNTY and identifying its' obvious deficiencies concerning documents and information provided.

ARTICLE 10. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until an Amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by the CONSULTANT, the COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to the CONSULTANT of any amount determined to be due and owing.

ARTICLE 11. RECORDS; AUDITS; LICENSES

- A. The CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. The CONSULTANT shall provide the COUNTY all information, reports, records and documents required by this Agreement or by the COUNTY ordinances, rules or procedures, or as needed by the COUNTY to monitor and evaluate the CONSULTANT'S performance. Such materials shall also be made available to the COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as the COUNTY may deem necessary. The COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify to the COUNTY why it was unable to do so. The CONSULTANT shall retain all of its

records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- C. The CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the COUNTY within ten (10) days after receipt by the CONSULTANT. The CONSULTANT shall immediately inform the COUNTY if it or any of its principles or agents working on this Agreement lose, or have suspended, any required license.

ARTICLE 12. INDEMNIFICATION

The CONSULTANT hereby agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any and all claims, liability, loss or cause of action of any kind or nature arising out of any intentional or negligent actions or omissions of its agents, officers or employees in the performance of this Agreement. The COUNTY hereby agrees to indemnify, defend and hold harmless the CONSULTANT, its agents, officers and employees, from any and all claims, liability, loss or cause of action of any kind or nature arising out of any intentional or negligent actions or omissions of its agents, officers or employees related to this Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith, and the defense of all suits, in the name of the COUNTY when applicable, including payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at the CONSULTANT'S expense.

ARTICLE 13. INSURANCE

- A. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT shall have and maintain during the period of this Agreement, a commercial general liability insurance policy or policies affording minimum coverage as follows:

General aggregate	
Products /Completed	
Operations aggregate	\$1,000,000.00
Personal and advertising injury.....	\$1,000,000.00
Each occurrence	\$1,000,000.00

- B. **WORKERS' COMPENSATION.** The CONSULTANT shall also carry and keep in force Workers' Compensation insurance as required under the applicable Workers' Compensation laws and statutes.

- C. **CERTIFICATION OF INSURANCE AND COPIES OF POLICIES.** Certificates of Insurance evidencing the insurance coverage specified in paragraphs A. and B., above shall be filed with the Purchasing Official before work begins. The required certificates shall name the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the name of this Agreement, and shall name Manatee County as an additional insured.

Insurance shall remain in force at least three years after completion and acceptance of the project by the COUNTY in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

The CONSULTANT shall provide to the COUNTY a complete and entire copy of the insurance policy within 48 hours of the COUNTY'S request.

NO WAIVER OF IMMUNITY – Nothing herein shall be interpreted as a waiver of the COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the COUNTY expressly reserves these rights to the full extent allowed by law.

ADDITIONAL INSURED: - Manatee County, a political subdivision of the State of Florida, shall be specifically named as an additional insured on the Commercial General policy.

If the initial insurance expires prior to the completion of this Agreement by the CONSULTANT, renewal certificates of insurance and required copies of policies shall be furnished by the CONSULTANT and delivered to the County Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 14. RELATIONSHIP OF PARTIES

The relationship of the CONSULTANT to the COUNTY shall be that of an independent consultant. Nothing herein contained shall be construed as vesting or delegating to the CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of the CONSULTANT any rights, interest or status as an employee of the COUNTY. The COUNTY shall not be liable to any person, firm or corporation that is employed by contract with or provides goods or services to the CONSULTANT in connection with the Scope of Services or for debts or claims accruing to such parties. The CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 15. ASSIGNMENT AND SUBCONTRACTS

The COUNTY has selected the CONSULTANT for its stated skills and abilities, as outlined in the Request for Proposal process. The CONSULTANT has represented to the County that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, the CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the COUNTY. In the unlikely event the CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, the CONSULTANT shall first obtain prior written approval of the COUNTY. Approval to utilize any third party shall not relieve the CONSULTANT from any direct liability or responsibility to the COUNTY pursuant to the provisions of this Agreement, or obligate the COUNTY to make any payments other than payments due to the CONSULTANT as outlined in this Agreement.

ARTICLE 16. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to the COUNTY. Therefore, in addition to the limitations of Article 14 above, the CONSULTANT shall not, without prior written consent of the COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 17. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 18. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail postage paid, certified or registered mail, return receipt requested, or by hand delivery and addressed as follows:

To COUNTY: Manatee County Government, Community Services Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34203
941-749-3030

To CONSULTANT: Health Management Associates, Inc.
Attn: Kelly Johnson
120 N. Washington Square, Suite 705
Lansing, MI 48933
517-482-9236 email: kjohnson@healthmanagement.com

ARTICLE 19. NON-DISCRIMINATION

During the performance of this Agreement the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, (including apprenticeship and on-the-job training). The CONSULTANT further agrees that no person in the United States shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 20. KEY PERSONNEL

Due to their unique skills, knowledge and backgrounds, upon which the COUNTY expressly relied in selecting the CONSULTANT, the CONSULTANT shall not remove from active participation on the project the following agents until alternate personnel acceptable to the COUNTY are approved, in writing, by the COUNTY:

Maurice Lemon, MD, MPH – Principal
Pat Terrell, MPH – Vice President
Lori Weiselberg, MPH, PCMH CCE – Principal
Debby McNamara, LCSW, PMP – Senior Consultant
Gary Crayton, MBA – Managing Principal
Robyn Odendahl, MPA – Associate

Matt McGeorge, MHA – Senior Consultant
Anissa Lambertino, MPH, PhD – Senior Consultant

ARTICLE 21. TAXES

The COUNTY is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 51-02-027548-53C); therefore, the CONSULTANT is prohibited from imposing any sales or service taxes. Nothing herein shall affect the CONSULTANT's normal tax liability.

ARTICLE 22. MISCELLANEOUS TERMS

Ethical Conduct; Media Relations. The CONSULTANT recognizes that in rendering the services required in this Agreement, it is working for the interests of the citizens of Manatee County, Florida, subject to public observation, scrutiny and inquiry, and based upon said recognition, the CONSULTANT shall, in all of its interactions with the COUNTY and its citizens and business interests, conduct itself in accordance with the utmost professionalism and ethical standards, including any professional ethical codes related to the various professionals who will be working on this project. To ensure the COUNTY is properly represented in any media stories related to this project, the CONSULTANT'S agents shall refer any media requests for interviews, information or comments to the Contract Manager for response.

Compliance With Laws. The CONSULTANT acknowledges that the COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The CONSULTANT agrees that all services rendered or performed by the CONSULTANT pursuant to the provisions of this Agreement shall be in compliance therewith with all applicable local, state and federal agencies or authorities, laws and ordinances.

Entire Agreement, Amendments, Calculation of Days. This Agreement and the exhibits attached hereto and incorporated herein, constitute the entire, fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the Parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both Parties hereto. Any act or delivery that must be completed on a Saturday, Sunday or County holiday shall be adequate if performed or delivered on the following business day.

No Waiver. The indulgence of either Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

Force Majeure. Neither Party shall be in default of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Agreement, is beyond the control and without the fault of the Party seeking to invoke this paragraph.

Governing Law, Jurisdiction and Venue. The CONSULTANT consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts sitting within the State of Florida. The CONSULTANT further consents and agrees that jurisdiction for such proceedings shall lie exclusively with Florida courts and venue shall be in Manatee County, Florida or if in federal court the Middle District of Florida, Tampa Division.

Attorney's Fees and Costs. Each Party hereto shall be solely responsible for paying its attorney's fees and costs in any protest, litigation, appeal, dispute resolution proceeding, settlement negotiation or any other matter related to this Agreement, regardless of outcome.

Public Entity Crimes. The CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and the COUNTY's requirement that the CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

Severability. The provisions of this Agreement are declared by the Parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

Headings. This Agreement is to be read as a whole. All titles, articles, and descriptive headings of paragraphs herein are inserted for convenience only and shall not affect the construction or interpretation of the Agreement's actual terms.

Authority to Execute. Each of the Parties hereto represents to the other that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by their respective representatives who have executed this Agreement.

ARTICLE 23. PUBLIC RECORDS

Pursuant to Florida Statutes 119.0701, to the extent the CONSULTANT is performing services on behalf of the COUNTY, the CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide and at a cost that does not exceed the cost provided in F.S. Chapter 119, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format this is compatible with the COUNTY'S information technology systems.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. 15-2982JE for Development of a Community Wide Health Care Plan for Uninsured and Underinsured Manatee County Residents to be duly executed by their authorized representatives:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: Kelly Johnson
KELLY JOHNSON, VICE PRESIDENT
Print Name & Title of Above Signer

Date: 2/1/2016

COUNTY OF MANATEE, FLORIDA

By: Melissa M. Wendel
Melissa M. Wendel, CPPO
Purchasing Official

Date: 2/9/2016

EXHIBIT "A" – SCOPE OF SERVICES

A.01 Program Goals and Objectives

The primary goal of this engagement is to identify appropriate processes moving forward for uninsured and underinsured health care. This will include clear steps for the development, implementation and evaluation of an integrated and accountable community health care process designed to improve the health of Manatee County residents. There are several objectives in achieving this goal including, but not limited to:

- Development of an effective and high performing health care model to serve the uninsured and underinsured residents of Manatee County and ensure high quality access to a continuum of care that optimizes federal, state and local funding
- Creating a process for receiving input that provides the opportunity for community leaders inside and outside the formal health system, stakeholders, and citizens to participate and provide information regarding their views on how a Manatee County health care system should function.
- Developing an inventory of community assets including people, physical resources and data relevant to achieving the County's goal.
- Informing leaders, stakeholders and citizens of the most current information available regarding successful innovations and evidence-based practices used in other Florida counties and beyond.
- Present to leaders, stakeholders and citizens a plan that is the product of community consensus and applying the best practice industry standards available so that it is locally and fiscally viable in every aspect.
- Assuring that the funding process for the recommended health care program has an inherent level of transparency and accountability while protecting patient privacy.
- Ability to measure agreed upon outcome metrics to monitor health care program success at regular intervals.

A.02 Methodology

CONSULTANT shall engage in several core activities including, but not limited to:

- Create a community-wide plan including, but not limited to:
 - Roles and Responsibilities
 - Project Approach

- Projected Timeline
 - Deliverables
 - Evaluations of whether outcomes have been achieved
- Provide recommendation for the governance of the community-wide system of care.
- Provide recommendations to the County on organizational and structural guidance related to the ongoing health care advisory board of local stakeholders.
- Build upon the existing inventory of community resources relevant to achieving this goal, including available health care capacity, data, physical resources, and individuals and organizations that can play a role in designing, implementing and evaluating the community health care system.
- Complete a comprehensive, data driven primary care, dental, and behavioral health services needs assessment.
- Utilizing findings from the inventory and needs assessment, develop an integrated system of care model in collaboration with community stakeholders.
- Provide analyses from local and statewide data on the characteristics of community health systems, internal components and assist in and developing data driven strategies.
- Determine how the changes in health care provision and the Affordable Care Act should impact the local provision of care.
- Provide evidence-based practices proven effective in other communities with a proposed implementation plan.
- Identify areas which will require financial outlay in order to implement.
- Track current activity relating to the use of existing healthcare infrastructure in order to spot trends and develop programming to change current patterns and divert underinsured and uninsured residents to effective and less costly healthcare alternatives.
- CONSULTANT will engage each of the members of the Healthcare Advisory Board (HCAB) individually as part of the Community Engagement portion of the project. Contact information will be provided by COUNTY staff.
- Other tasks as agreed upon by COUNTY.

A.03 Assumptions

In addition, the plan shall assume that:

- Effective chronic disease management and access to care are critical features of a good system, but shall focus on assuring quality community health utilizing prevention and wellness strategies essential to reducing the need for costly emergency care.
- The use of emergency rooms for non-urgent care shall be limited to the greatest extent possible.
- While the County may choose to provide for its uninsured, participating individuals must take responsibility for their own health and any future proposed program shall focus on patient accountability and healthy behaviors.
- Technological innovations designed to improve patient outcomes and adherence to care should be implemented where feasible.
- Utilization of local community assets in care delivery as maximized.

The organization of care is transitioning to a patient-centered medical home model focusing on prevention, case management and other services designed to reduce reliance on emergency rooms and other expensive care settings.

EXHIBIT "B" – PROJECT COST SCHEDULE

DEVELOPMENT OF A COMMUNITY WIDE HEALTH CARE PLAN FOR UNINSURED AND UNDERINSURED MANATEE COUNTY RESIDENTS

Task	Task Completion Time Frame
1. Project Organization and Leadership Strategy for the Planning Process	End of Week Two
2. Stakeholder Engagement in the Planning Process	End of Month Two
3. Environmental Scan and Identification of Most Promising Strategies for Manatee County	End of Month Two
4. Assessment of County Needs and Asset Inventory	End of Month Two
5. Goals, Objectives, and Priorities	End of Month Three
6. Comprehensive Model	End of Month Four
7. Implementation Plan and Final Report	End of Month Five

Travel and Incidental Costs to be included in the below payment schedule.

PROJECT COST PAYMENT SCHEDULE:

Upon Completion of Tasks 1, 2:	25%	\$31,250.00
Upon Completion of Task 3, 4:	25%	\$31,250.00
Upon Completion of Tasks 5, 6:	25%	\$31,250.00
Upon Submission of Completed Assessment to COUNTY:	25%	\$31,250.00
Total Not-To-Exceed Contract Amount:	100%	\$125,000.00

ADDITIONAL SERVICES AT THE REQUEST OF THE COUNTY:

At the request of the County, additional services shall be negotiated on an as-needed fixed fee per deliverable basis.

TRAVEL:

Travel at the written request of the COUNTY to be reimbursed in accordance with the limitations provided in Florida Statute 112.061. Hotel Accommodations, Airfare and Car Rental are reimbursed at Actual Cost.

EXHIBIT "C"

AFFIDAVIT OF NO CONFLICT

AGREEMENT No. 15-2982JE

STATE OF FLORIDA MICHIGAN

COUNTY OF INGHAM

BEFORE ME, the undersigned authority, personally appeared KELLY JOHNSON, as VICE PRESIDENT of HEALTH MANAGEMENT ASSOCIATES, with full authority to bind Health Management Associates, Inc. (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 15-2982JE for consulting services.

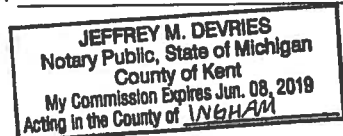
DATED this 1st day of FEBRUARY, 2016.

Kelly Johnson
Signature

The foregoing instrument was sworn to and acknowledged before me this 1st day of February, 2016, by Kelly, as Vice President of Health Management Associates. He/she is personally known to me or has produced _____ as identification.

Jeffrey M. Devries
Notary Public, State of Florida at Large MICHIGAN

Commission No. _____



February 9, 2016 - Regular Meeting
Agenda Item #12

Subject

Agreement 15-2982JE, Development of a Community Wide Health Care Plan for Uninsured and Underinsured Manatee County Residents

Briefings

None

APPROVED in Open Session
02/09/16
Manatee County Board of County
Commissioners

Contact and/or Presenter Information

Contact: Jacob Erickson, Contracts Negotiator - Financial Management Department, Purchasing Division, x3053

Presenter: Andy Guyre, Human Services Division Manager - Community Services Department, x3493

Action Requested

Authorization for the County Administrator or his designee to execute the Agreement for the Development of a Community Wide Health Care Plan for Uninsured and Underinsured Manatee County Residents with Health Management Associates, Inc. of Lansing, MI, in the not-to-exceed amount of \$125,000.00.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

The purpose of the Request for Proposal (RFP) was to obtain from qualified firms, their credentials, experience and qualifications for work toward the development of a comprehensive health care program that is fiscally reasonable and responsible in order to serve the uninsured and underinsured residents in Manatee County. The primary goal of this engagement is to identify appropriate processes to support uninsured and underinsured health care. Included in the scope of work are clearly defined steps for the development, implementation, and evaluation of an integrated and accountable community health care process focused on improving the health of Manatee County residents.

The RFP was advertised on the Manatee County website, Demandstar, and also provided to the Manatee County Chamber of Commerce for release to its members. Three (3) proposals were received and included:

- Health Management Associates, Inc., Lansing, MI
- Linda M Christmann MD MBA DBA LM Christmann Consulting, Bradenton, FL
- PricewaterhouseCoopers / Health Council of West Central Florida, Inc., Tampa, FL

An Evaluation Committee was formed to review the proposals, resulting in a recommendation to the County Administrator. The Evaluation Committee was comprised of the following members:

- Andy Guyre - Human Services Division Manager, Community Services Department
- Kim Stroud - Health Benefits Manager, Human Resources Department
- Dr. Jennifer Bencie MD MSA - Administrator, Florida Department of Health in Manatee County

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 9, 2016

- Jacki Dezelski - Executive Vice President, Manatee Chamber of Commerce
- Jacob Erickson - Contracts Negotiator, Financial Management Department (Chairperson)

After the initial evaluation committee meeting, the Evaluation Committee elected to invite two (2) proposers in to participate in an oral presentation. Subsequently, the Evaluation Committee discussed the strengths of both proposers and the value that each offers to the project. The committee voted to recommend negotiations ensue with Health Management Associates, Inc., of Lansing, MI, to provide the services required identified in the RFP.

Health Management Associates, Inc., Lansing MI – Based in Lansing, MI, Health Management Associates, Inc. (HMA) is a consulting firm specializing in the fields of health system restructuring, health care program development, health economics and finance, program evaluation, and data analysis. Having completed similar projects in Portland, OR, Orange Beach, CA, and the Miami, FL area, HMA demonstrated extensive experience and a vast knowledge base with respect to the RFP's scope of work. The Evaluation Committee also determined that HMA would be able to utilize these past experiences, coupled with their professional work force of over 150 health care specialized employees, to provide Manatee County with a comprehensive health care plan for uninsured and underinsured Manatee County residents.

PricewaterhouseCoopers / Health Council of West Central Florida, Tampa, FL –

PricewaterhouseCoopers / Health Council of West Central Florida formed a joint venture in response to the RFP. Utilizing Health Council of West Central Florida's (HCWCF) knowledge base, PricewaterhouseCoopers (PwC) provided a sound understanding of the project. Their data analytics capabilities and systematic approach to obtaining and presenting this data was found to be impressive by the Evaluation Committee. After further deliberation, it was determined by the Evaluation Committee that PwC / HCWCF relied heavily on their data analytics capabilities and did not present the desired relevant experience in regard to the RFP's scope of work. Though a reputable firm with a strong knowledge base, it was determined by the Evaluation Committee that PwC / HCWCF did not articulate applicable relevant experience necessary for the completion of this project.

In sum, the Evaluation Committee concluded that Health Management Associates, Inc., demonstrated a vast amount of experience through their seasoned and cohesive group of health care professionals with a history of providing successful consulting services to a variety of clients.

The Agreement will be managed by the Community Services Department.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records
Original to Board Records.

Emailed 2/10/16

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 9, 2016

Copies of Agreement to:

Health Management Associates, Inc. - Jeffrey M. DeVries (jdevries@healthmanagement.com);

Andy Guyre (andy.guyre@mymanatee.org), Community Services Department; and

Jacob Erickson (jacob.erickson@mymanatee.org), Financial Management Department - Purchasing Division

Cost and Funds Source Account Number and Name

\$125,000 / 0010015400-534000 - Other Contractual Services

Amount and Frequency of Recurring Costs

N/A

Attachment: [Agreement 15-2982JE.pdf](#)

Attachment: [HealthcareConsultant.DeptMemo.pdf](#)

MEMORANDUM



To: Dennis Wallace, Procurement Contracts and Buyer
Manager, Purchasing Division

From: Cheri R. Coryea, Director *Elaine Mahoney
for Cheri R. Coryea*

Date: February 2, 2016

Subject: Agreement 15-2982JE for Development of a Community
Wide Healthcare Plan for Uninsured and Underinsured
Manatee County Residents

The above referenced agreement has been reviewed by staff and is acceptable to the Department.
Please contact me with any questions and thank you for your assistance with this matter.

CRC: em

Community Services Department
P.O. Box 1000 Bradenton, FL 34206-1000
Phone number: (941) 749-3030