

**AGREEMENT BETWEEN MANATEE COUNTY AND
MANATEE MEMORIAL HOSPITAL FOR THE
PROVISION OF HEALTHCARE SERVICES TO
UNINSURED COUNTY RESIDENTS**

This Agreement ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida ("County") and Manatee Memorial Hospital, L.P. d/b/a Manatee Memorial Hospital, ("Provider"), as follows:

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide services to disadvantaged or at risk residents of Manatee County, Florida, to promote the general health, safety and welfare of the community; and

WHEREAS, over the decades, the County has partnered with the health care provider community to meet the needs of the County's medically uninsured population; and

WHEREAS, in addition to providing funding to the County's hospitals, the County has also provided funds for individual physicians and other community organizations providing care to uninsured patients; and

WHEREAS, changes in the County's population and economic base, as well as changes in the health care industry and state and federal policies concerning health care have made it necessary to re-visit how the County can best partner with its hospitals and medical community to ensure the needs of the uninsured are effectively met; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Provider to provide funding for the "Program" of services, as further defined herein, to be provided by the Provider to residents of Manatee County.

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

ARTICLE 1: SCOPE OF SERVICE. The Provider covenants and represents to County that Provider shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. The Provider shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" - Program Description**
- Attachment "B" - Payments**
- Attachment "C" - Special Conditions**
- Attachment "D" - Insurance Certificate**

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Provider shall be paid by County an amount not to exceed \$3,525,000 in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION.

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect commencing at 12:00 a.m. on October 1, 2015 and ending at 11:59 p.m. on September 30, 2016, or otherwise terminated as provided herein. The Program shall be provided by the Provider in accordance with all requirements and terms of this Agreement. Any services provided outside of these specific times will not qualify for payment under this Agreement.

B. This Agreement may be renewed by written amendment for one (1) additional term of one (1) year, for a maximum total of two (2) years.

C. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the County fiscal year to fund such payments.

ARTICLE 5: TERMINATION.

A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. If the notice to terminate is predicated upon a determination that the Provider has failed to comply with the terms of this Agreement, the Provider will have thirty (30) days (or such other period as the County may establish given the nature of the violation but in any event not less than thirty (30) days) to remedy the violation to the County's satisfaction. If the Provider has not, after such period, remedied the violation with the terms of this Agreement, the County Administrator may, upon written notification to Provider detailing the reasons the violations have not been found to have been remedied, withhold all payments then and thereafter due. This remedy is in addition to, and not a replacement for, any other rights and remedies available to the County to achieve enforcement of the terms of this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Provider shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Provider's final payment request and other documents required shall be submitted to County within thirty (30) calendar days after early termination of this Agreement or within fifteen (15) days of the expiration of the initial or renewal term of the Agreement. County shall not be responsible for any charges, claims or demands not received within the periods indicated above.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Provider: Manatee Memorial Hospital
Attn: CEO/Group Vice President
206 2nd St. E.
Bradenton, FL 34208

If by hand delivery: Manatee Memorial Hospital
Attn: CEO/Group Vice President
206 2nd Street East
Bradenton, FL 34208

If mailed to County: Manatee County Community Services Department
Attn: Director
P. O. BOX 1000
Bradenton, FL 34206

If by hand delivery: Manatee County Community Services Department
1112 Manatee Avenue West
Suite 303
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. Provider shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Provider shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's representative. Provider's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Provider shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Provider made by any local, State or Federal agency. Provider shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Provider for at least three (3) years after the termination of this Agreement.

iii. All forms referenced in this Agreement not attached hereto shall be provided or approved by County's representative and shall be completed and submitted by Provider to County as requested.

iv. All access to records that is available to the County and/or the County's representative as part of this Agreement shall also be extended to any internal or external auditors working on behalf of the County.

v. Records shall be available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at a location within Manatee County. To the extent required by the federal HIPAA, the County representative is authorized to execute any medical records privacy agreements the Hospital may deem required in order to facilitate auditing or record inspection activities.

B: Public Records Act Compliance: Pursuant to Florida Statutes § 119.0701, to the extent Provider is performing services on behalf of the County, contractor must:

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

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, Provider covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex or age be excluded from participation in, be denied the benefits of employment by provider, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. Provider shall obtain, and make available for review by County's representative, any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory provider shall be made available upon request of County's representative.

E: CONTRACTUAL LIABILITY. The relationship of the Provider to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Provider or any of the officers, employees, personnel, agents, or subcontractors of the Provider 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, contracts with or provides goods or services to the Provider in connection with the Program or for debts or claims accruing to such parties. Provider shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

F: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound Provider to provide the Program to serve the interests and welfare of the residents of Manatee County. Therefore, Provider agrees that the Program shall be provided by volunteers or employees of Provider, and not by subcontractors (except as authorized in Section 6 of the Special Conditions). Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Provider's program.

G: NON-ASSIGNABILITY. Provider may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

H: PROVIDER'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Provider shall provide the County with a list of representatives authorized to act on behalf of the Provider. The list of authorized representatives shall be approved by the Provider's CEO or Designee.

I: OTHER OBLIGATIONS OF PROVIDER.

i. Provider shall attend and participate in meetings regarding County funding and the provision of health care within the community, as requested by the County's representative. Failure to have representation at meetings will constitute a breach of contract.

ii. The funds paid to Provider by County are not for the benefit of any individual but are provided to assist Provider in developing and maintaining a program of services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of Provider's cost of providing the Programs, are provided to apportion payment to Provider and represent the minimum level of service Provider must provide during the term of this Agreement.

iii. Payment of County funds for this program is for the actual expenses associated with the Program. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third party sources. If Provider receives such revenues which then exceed the actual Program cost, Provider shall notify County's representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

ARTICLE 8: INDEMNIFICATION. Provider shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Provider or its employees, or of the subcontractors or its employees, if any. Provider shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Provider shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Provider, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Provider's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Provider at the above listed address. Upon receipt of notice, Provider, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Provider attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Provider, the Provider shall, at the Provider's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Attachment D. Provider shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

- A. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- B. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.

Until such time as the insurance is no longer required, the Provider shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Provider shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay provider for any services provided or for any costs associated with Provider's Program for any period of time not covered by the insurance required under this Agreement.

Provider shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Provider shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Community Services Department or such other employee as may be designated in writing by the County Administrator shall serve as the County's representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Provider's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his/her designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Provider and any providers of

promotional, advertising or other services, or goods, purchased by the Provider. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, provider, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

ARTICLE 17: WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

ARTICLE 18: GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

ARTICLE 19: REMEDIES. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

ARTICLE 20: ATTORNEYS FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

ARTICLE 21: EFFECTIVE DATE. Notwithstanding the date of approval or execution by the Parties, this Agreement shall take effect as of the date set forth in Article 4A

ARTICLE 22: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, effective as of the date set forth above.

PROVIDER

By: [Signature]

Print Name: Kevin DiLullo

Title: CEO

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: [Signature]
County Administrator

[Handwritten mark]

**ATTACHMENT A
PROGRAM DESCRIPTION**

**MANATEE MEMORIAL HOSPITAL
HEALTHCARE SERVICES FOR THE UNINSURED**

1. **PROGRAM DESCRIPTION:** This program shall provide medically necessary healthcare services to residents of Manatee County meeting eligibility criteria. Provider will determine eligibility for the program using the Indigent Healthcare Solutions (IHS) eligibility software, including the verification of documentation. Provider may not refuse service to eligible citizens regardless of their ability to pay for the duration of this agreement. Provider shall participate in monthly Administrative and Clinical meetings as required by County. Provider shall input client information into a Health Information Exchange (HIE) as designated by County. HIE information will be used by community partners to avoid duplication of service. The HIE information may also be aggregated for reporting purposes by the County without including any HIPAA protected information.

2. **DEFINITIONS:**
 - a. **Family Unit:** The client, his/her spouse, dependent children, step-children, parents (for clients under age 22), adoptive parents/children, unborn children (an unborn child of a pregnant mother counts individually as a family member)
 - b. **Federal Poverty Level (FPL):** The Federal Poverty Guidelines as published by the U.S. Department of Health and Human Services
 - c. **Income (Countable):** All household income available to the household annualized by verification of the last 3 months of income (x4), all income verified for the last 12 months or the most recent tax return. This includes gross wages, gross salaries, net income from self-employment, child support, alimony, unemployment compensation, worker's compensation, veteran's pension benefits, social security, pensions, annuities, dividends, interest income, income from estates and trusts, net rental income, royalties, contributions from individuals or organizations, other income not mentioned above
 - d. **Income (Not-Countable):** funds withdrawn from a bank, proceeds from the sale of a home or car, capital gains, tax refunds, lump sum inheritances, lump sum insurance payments (except those listed as countable above)
 - e. **Manatee County Resident:** An individual who resides in Manatee County as verified with any one (1) of the following: a valid photo ID or Driver's License, a piece of mail with the resident's name and address postmarked within the past month, home ownership, a current lease, a current vehicle registration, other document that unquestionably proves the individual lives in Manatee County
 - f. **Medically Necessary (AHCA):** Per 59G-1.010 (166), F.A.C., medically necessary or medical necessity means that the medical or allied care, goods, or services furnished or ordered must:
 - i. Meet the following conditions:
 1. Be necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain;
 2. Be individualized, specific, and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and not in excess of the patient's needs;
 3. Be consistent with generally accepted professional medical standards as determined by the Medicaid program, and not experimental or investigational;
 4. Be reflective of the level of service that can be safely furnished, and for which no equally effective and more conservative or less costly treatment is available statewide; and
 5. Be furnished in a manner not primarily intended for the convenience of the recipient, the recipient's caretaker, or the provider.
 - ii. "Medically necessary" or "medical necessity" for inpatient hospital services requires that those services furnished in a hospital on an inpatient basis could not, consistent with the provisions of appropriate medical care, be effectively furnished more economically on an outpatient basis or in an inpatient facility of a different type; and
 - iii. The fact that a provider has prescribed, recommended, or approved medical or allied care, goods, or services does not, in itself, make such care, goods or services medically necessary or a medical necessity or a covered service.

3. **ELIGIBLE SERVICES:**
 - a. Program shall provide all medically necessary inpatient and outpatient healthcare services to eligible Manatee County Residents.
 - b. Program shall determine eligibility for the County program using the IHS eligibility portal
 - c. Program shall enter reporting data into the County an information sharing system indicating services provided to eligible citizens, regardless of whether County provides reimbursement

4. **INELIGIBLE SERVICES:**
 - a. Elective procedures that are not medically necessary
 - b. Any services that are eligible for payment from another insurance, Medicaid, Medicare or other funding mechanism

5. **PATIENT ELIGIBILITY:**
 - a. Family Unit Income at or below 200% of the Federal Poverty Level based on countable income as defined herein
 - b. Manatee County Resident
 - c. Patient who is determined eligible continues to be eligible for 180 days from the original determination date regardless of the provider



**ATTACHMENT B
PAYMENTS**

**MANATEE MEMORIAL HOSPITAL
HEALTHCARE SERVICES FOR THE UNINSURED**

Provider shall be paid by the County an amount not to exceed \$3,525,000 for the program as specified below:

1. Provider shall submit invoices to the County on form UB04 and attach the estimated Medicare Reimbursement. Invoices shall be submitted within 150 days of the date services are provided.
2. Inpatient and Outpatient charges will be paid based on the Provider's Charge per Cost Ratio (RCC%) x the total indicated on the UB04. Providers shall provide Medicare Worksheets A and C from the most recently filed Cost Report as of the date of the agreement.
3. Provider will be reimbursed according to the Medicare Lab Fee Schedule for laboratory services provided during the term of the Agreement. Claim lines are identified as lab services if the revenue code is between: "0300-0319, inclusive" and the procedure code is found in the applicable Medicare Lab fee schedule.
4. County fiscal staff will conduct a quarterly random sample audit of the billings.

**ATTACHMENT C
SPECIAL CONDITIONS**

**MANATEE MEMORIAL HOSPITAL
HEALTHCARE SERVICES FOR THE UNINSURED**

1. Agreement Deliverables: The Provider shall submit the following documents:

Please note that failure to submit any document as required shall result in payment processing being delayed until the Provider is in compliance with the agreement.

- a. Provider shall provide at the end of each quarter:
 - i. One copy of the following information from the reporting period:

Quarterly Reports		
	Title	Requirement/Description
i.	Number of Eligible Patients Served	Provider shall submit the total number of eligible patients that they served, regardless of whether they are reimbursed for that patient.
ii.	Total Dollar Value of Services Provided	Provider shall report the total dollar value of all services provided to eligible patients, regardless of the amount of reimbursement by the County.

- b. Provider shall submit the following documentation as indicated:

Other Documents Required		
	Title	Requirement/Description
i.	Insurance	1. Provider shall submit Commercial General Liability insurance in accordance with Article 9. 2. Provider shall submit Professional Liability Coverage insurance in accordance with Article 9. 3. Provider shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible. In accordance with Article 9.
ii.	Authorized representatives	An Authorized representative letter (listed by position) shall be submitted within 30 days of execution in accordance with Article 7, H.
iii.	Release of Information	Must be submitted and approved annually by the county representative.
iv.	Licenses	Licenses shall be submitted upon receipt in accordance with Article 7, D.

- 2. Provider shall maintain program files and/or individual client files documenting services provided.
 - a. County's representative or internal/external auditors shall have the option of reviewing the contents of the files.
 - b. Provider shall have the following information available during all site visits:

Site Visit Documentation:		
	Title	Requirement/Description
i.	Client ID	Provider shall use a consistent method for identifying clients which meets the HIPAA requirements in Attachment C, 5.
ii.	Release of Information	Provider shall present a signed Release of Information prior to any information being reviewed as outlined in Attachment C, 4.
iii.	Residency Verification	1. Client residential addresses with zip codes. (P.O. Boxes are not considered a residential address.)
iv.	Program Services Documentation	1. Information on the services provided to the patient 2. Invoices 3. Staff Credentials 4. Licenses

3. County's representative has the authority to request additional information for County's periodic reviews, Provider Payment Request approval, site visits, annual monitoring, and other Agreement related tasks. County's representative shall have the authority to approve the final format of requested information.
4. Because the services provided by Provider are funded in whole or in part by the County, Provider agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form.
 - a. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County's representative may request access to any or all Provider records relating to the program and/or the delivery of services for the purposes of evaluating or monitoring the program or delivery of service to the client, and that he/she consents to the release of records for these purposes.
 - b. The form shall also inform the client or guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.
 - c. The form shall be drafted by the Provider, and must be reviewed and approved by the County's representative prior to use.
 - d. County's representative may waive this requirement for group educational and similar programs.
5. **Health Insurance Portability and Accountability Act (HIPAA)**: To the extent Provider is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Provider shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity therewith, Provider shall:
 - a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - c. Mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider except as permitted by this Agreement.
 - d. Report to County any use or disclosure of PHI not provided for by this Agreement of which provider becomes aware.
 - e. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Provider's compliance with HIPAA.
 - f. Provider, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County.
 - g. Provider will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
 - h. Provider will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
 - i. Provider will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Provider will assume all expense for such training.
 - j. Notwithstanding any other provision of this Agreement, Provider agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Provider, its agents or employees.
 - k. In addition to the foregoing, to the extent Provider is a HIPAA Covered Entity or Business Associate, Provider must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.

6. Waivers:
 - a. Notwithstanding the provisions of Article 7, Paragraph F, Provider may retain subcontractors to provide the services described in Attachment A, provided:
 - i. All subcontracts related to the performance of services shall be subject to all provisions of this Agreement.
 - ii. The Provider shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - iii. Upon request by the County's representative, Provider shall make available records related to any particular subcontract.
 - iv. The County's representative has no duty to review such proposed contracts, it being the express duty of the Provider to ensure that the subcontracts conform to this Agreement. However, these may be reviewed on site if desired by the County.
 - v. Any approval granted by the County's representative does not alter the obligation of the Provider to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.
7. Provider shall actively participate in pilot programs initiated at the request of the County.
8. Provider shall perform the following:
 - a. Enroll all clients in a Healthcare Information Exchange (HIE) as chosen and specified by the County as permitted by HIPAA legislation.
 - b. Ensure client data entered into the HIE is current for each client contact and update data as needed and permitted by HIPAA legislation.
 - c. Participate in all administrative or clinical community meetings as required by the County, help to identify gaps in Manatee County Healthcare, and provide information on industry best practices as needed.
 - d. Submit any additional documentation or reports as requested
9. Provider shall actively collaborate with the Manatee County Healthcare Advisory Board as requested.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA Inc. 1717 Arch Street Philadelphia, PA 19103		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
24348 -MANAT-GAWHP-15-16 MANAT AWGH		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED MANATEE MEMORIAL HOSPITAL C/O UHS OF DELAWARE, INC ATTN: MARGARET HILL 367 GULPH ROAD KING OF PRUSSIA, PA 19406		INSURER A : National Union Fire Ins Co. of Pittsburgh PA 19445 INSURER B : New Hampshire Insurance Company 23841 INSURER C : N/A N/A INSURER D : The Insurance Company of the State of Pennsylvania 19429 INSURER E : _____ INSURER F : _____	

COVERAGES **CERTIFICATE NUMBER:** CLE-003347573-25 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY		6758458 (AOS)	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		6758459 (VA)	01/01/2015	01/01/2016	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	6758460 (MA)	01/01/2015	01/01/2016	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		024508672 (AOS), 024508673 (AOS)	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	024508674 (FL)	01/01/2015	01/01/2016	E.L. EACH ACCIDENT \$ 2,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	024508675 (CA)	01/01/2015	01/01/2016	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
D			024508676 (MA, WI)	01/01/2015	01/01/2016	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 GENERAL LIABILITY: MANATEE MEMORIAL HOSPITAL IS SELF INSURED FOR \$1,000,000 EACH AND EVERY OCCURRENCE FOR 01/01/15 - 01/01/16.
 HOSPITAL PROFESSIONAL LIABILITY: MANATEE MEMORIAL HOSPITAL IS SELF INSURED FOR \$3,000,000 EACH AND EVERY OCCURRENCE FOR 01/01/15 - 01/01/16
 COVERAGES EVIDENCED ABOVE INCLUDES EMPLOYEES AND OPERATIONS OF PHARMACY DEPARTMENT.

CERTIFICATE HOLDER MANATEE MEMORIAL HOSPITAL 206 SECOND STREET BRADENTON, FL 34208	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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