AGREEMENT BETWEEN MANATEE COUNTY GOVERNMENT AND
MCR HEALTH INCORPORATED 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 County Rural Health Services, d/b/a MCR Health Inc., ("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. In addition to Low Income Pool (LIP) funds
via the Agency of Health Care Administration made possible by Manatee County Intergovernmental Transfer,
Provider shall be paid by County an amount not to exceed $50,000 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, 2018 and ending at 11:59 p.m. on September 30, 2019, 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. County may terminate this Agreement immediately by delivery of written notice to Provider upon determining that Provider has failed to comply with the terms of this Agreement. If Provider fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Provider, withhold all payments then and thereafter due, until Provider complies with the conditions or terms. The notice shall specify the manner in which the Provider has failed to comply with 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: MCR Health Inc.
Attn: Executive Director
700 8th Avenue West
Suite 101
Palmetto, FL 34221

If by hand delivery:
MCR Health Inc.
700 8th Avenue West
Suite 101
Palmetto, FL 34221

If mailed to County: Manatee County Neighborhood Services Department
Attn: Health Care Services Manager
P. O. BOX 1000
Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department
Attn: Health Care Services
1112 Manatee Avenue West
Suite 510
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. Prior to receiving any funds under this Agreement, Provider shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida. The submission of an audit by Provider shall serve as provider’s certification and representation that the information contained therein is true and correct. Provider recognizes that County has relied upon or will rely upon audits provided by Provider in making its determination to provide funds to Provider in the manner provided in this Agreement and if at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Provider.

iv. 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.

v. 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.

vi. 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 Provider 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, Provider must:

i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

ii. Upon request from County’s custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Provider does not transfer the records to County.

iv. Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Provider or keep and maintain public records required by County to perform the service. If Provider transfers all public records to County upon completion of this Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of this Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County’s custodian of public records, in a format that is compatible with the information technology systems of County.
IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845
Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

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 Attachment C, 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: PROVIDER’S DIRECTORS. Provider’s paid staff shall not be a voting or elected member of the Provider’s Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Provider. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Neighborhood Services Department may serve on Provider’s governing board.

J: 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
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 Neighborhood 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 rising 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.
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: ____________________________

Print Name: Patrick Carnegie

Title: President/CEO

Date: 02/26/2019

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: ____________________________

County Administrator

Date: 3/1/19
ATTACHMENT A
PROGRAM DESCRIPTION

MCR HEALTH INC.
HEALTHCARE SERVICES FOR THE UNINSURED

1. PROGRAM DESCRIPTION: Provider agrees to utilize Low Income Pool (LIP) funds in accordance by the Letter of Agreement (LOA) set forth between the Agency of Health Care Administration (AHCA) and Manatee County Board of County Commissioners to compensate for the provision of uncompensated “charity” medical services to eligible residents of Manatee County meeting LIP eligibility criteria. Provider may not refuse service to eligible citizens regardless of their ability to pay for the duration of this agreement. Provider shall participate in Administrative and Clinical meetings as requested by the 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 and enhance the coordination of care. The HIE information may also be aggregated for reporting purposes by the County without including any HIPAA protected health information. Provider agrees to expand access to care for the eligible patients by engaging patients into appropriate levels of care that yield a cost-effective approach to improve the management of patient health needs and improve chronic care health status of uninsured indigent Manatee County residents and for such partnership, receive Results First payments for those demonstrated services.

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), as defined by County within the approved Indigent Health Solutions (IHS software).
   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 by IHS portal.
   f. Medically Necessary/Medical Necessity (Medicare.gov): “Health care services or supplies needed to diagnose or treat an illness, injury, condition, disease, or its symptoms and that meet accepted standards of medicine”
   g. Low Income Pool (LIP): government financial support made payable to safety net hospitals and federally qualified health centers providing “uncompensated charity care” to low income individuals who are uninsured via local county intergovernmental transfers and federal 1115 Medicaid demonstration waiver funds, not to include “bad debt” or Medicaid and CHIP [reimbursement] shortfalls.
   h. Coordinated Care: treating physicians collaborate to better inform patient treatment by actively eliciting information necessary from the patient’s attending physician of record, particularly for specialty care or co-morbid conditions. Health Information Exchange is a resource but shall not be regarded as sufficient for coordinated care; it may however inform the need to coordinate care.

3. ELIGIBLE SERVICES:
   a. Program shall provide all medically necessary healthcare services to eligible Manatee County Residents, provided in the appropriate care setting that avoids unnecessary costs while enhancing the management of quality healthcare services.
   b. Program shall enter reporting data into the County-designated health information sharing system (Health Information Exchange) 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
   c. Any services not provided in the most integrated, clinically appropriate setting.

5. PATIENT ELIGIBILITY:
   a. Family Unit Income at or below 200% of the Federal Poverty Level based on countable income as defined by AHCA
   b. For patients under the treatment of MCR Health Inc., in need of other Manatee County Indigent Health Program services (specialty, follow-up, etc.) provided outside of MCR Health Inc., Provider shall:
      i. Conduct eligibility and enrollment for the Manatee County Indigent Health Program Resident as defined by County Eligibility Criteria using Indigent Health Solutions Portal
      ii. Patient who is determined eligible continues to be eligible for 180 days from the original determination date

6. SERVICE ORIENTATION:
   a. Healthcare services shall be provided in a manner that is consistent with the following:
      i. Institute of Health Innovation (IHI) Triple Aim
      ii. Most cost-effective per clinical appropriate level(s) of care
      iii. Promotes health seeking behavior in an ethnically and culturally responsive manner
      iv. Reduces dependency of acute care and emergency care settings
      v. Reports improved access to healthcare delivery
         1. Demonstrates provision of enhanced access to more services, enhanced hours, and to more uninsured adults
      vi. Engages with Manatee County to participate in Population Health Management approach to healthcare by conducting the following:
         1. Coordinating care for individuals collaboratively treated for multimorbid health conditions, referrals as indicated
            a. i.e. psychiatric, pain, or other specialty health management
            b. Does not direct patients to emergency room for non-emergent health needs but rather facilitates referral and coordinated treatment
         2. Establish follow-up and/or health home for patient
            a. Establish health home for non-established patients or redirect patient to their established health home
         3. Reduce Emergency Department Utilization
            a. Necessary and Unnecessary Use by the following, but not limited to:
               i. Establish Primary Care services or follow up following emergency department utilization
               ii. Chronic Disease Management for the following conditions:
                  1. Diabetes mellitus, hypertension, obesity, cardiovascular disease, COPD, and depression (PHQ-9)
            b. Health Education:
               i. Chronic Disease Management & Health Promotion
               ii. Smoking Cessation
               iii. Fall Risk/Unintentional injury prevention
               iv. Non-medical or Non-opioid pain management for those with histories of opioid medication pain management
            c. Report service outcomes as detailed in Attachment D
            d. Presentations to Manatee County Health Care Services as requested
ATTACHMENT B
PAYMENTS

MCR HEALTH INC.
HEALTHCARE SERVICES FOR THE UNINSURED

Manatee County Board of County Commissioners and the Agency for Health Care Administration by Letter of Agreement signed October 16, 2018, Manatee County has allocated $1,419,268 for Low Income Pool (LIP) funds to compensate for “charity care.” To receive those funds, Provider agrees to provide health care services to the indigent uninsured residents of Manatee County and participate in a Results First performance-based agreement for an additional $50,000 also to be paid by the County in a total amount not to exceed $50,000 for the program as specified below:

1. Provider shall submit timely and accurate reporting per ATTACHMENT D.
2. Provider shall participate in a Results First Incentivized Performance Agreement, of $50,000 as part of its funding Agreement:
   a. Upon receipt of the following that is both accurate and on-time, Provider shall receive no less than 85% of the 1/12th holdback for the following:
      i. October, November, December, January, February
         1. Submit Data Monthly (no later than 30 days from end of February)
      ii. March through September
         1. Submit Data no later than 30 days from end of each Month
      iii. May & June
         1. Review and Re-Baseline Data for Performance Objectives
      iv. August & September
         1. Evaluating and Analyzing Reported Results
ATTACHMENT C
SPECIAL CONDITIONS
MCR HEALTH INC.
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 and/or reduction in Results First Performance Incentive until the Provider is in compliance with the agreement

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Requirement/Description</th>
</tr>
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<tbody>
<tr>
<td>i. Number of Eligible Patients Served per LIP</td>
<td>Provider shall submit the total number of eligible patients that they served, regardless of whether they are reimbursed for that patient.</td>
</tr>
<tr>
<td>ii. Total Dollar Value of Services Provided</td>
<td>Provider shall report the total dollar charged of all services provided to eligible patients. Charge amounts shall be based upon Medicare rates for eligible services, at the Medicare Per Diem rate for eligible outpatient services provided, and 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.</td>
</tr>
<tr>
<td>iii. Number of Emergency Department Services</td>
<td>Provider shall submit total number of both necessary and unnecessary emergency department services, both in aggregate and unduplicated.</td>
</tr>
<tr>
<td>iv. Emergency Department Utilization Reduction</td>
<td>Provider shall report Number and Percentage of Emergency Department reduction for Uninsured Population in both aggregate and unduplicated.</td>
</tr>
<tr>
<td>v. Number and Percentage of Post-ED Primary Care Visits within 1 week of ED</td>
<td>Provider shall submit total number of Patients who attended a Primary Care visit within one (1) week of their emergency department visit</td>
</tr>
<tr>
<td>vi. Presentation</td>
<td>Provider may be requested to provide a presentation to the public for the advancements made in service delivery per this agreement.</td>
</tr>
<tr>
<td>vii. Result Summary Sheet</td>
<td>Provide shall submit progress details related to the seven (7) Results detailed on Attachment D</td>
</tr>
<tr>
<td>viii. Monthly Utilization Data</td>
<td>Entitled “MCRHS County Indigent” file, submitted monthly in Excel sorted separately for each month including each previous month and an additive/cumulative tab within the reporting period (pivot table preferred), detailing the following components for each eligible patient: service type, service record #, unique medical record #, patient account number/identifier #, description of service, place of service, cost of care per Medicare charge, date of service, ICD10, patient age, date of birth, zip code, race, and gender.</td>
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b. Provider shall submit the following documentation as indicated:

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<tr>
<th>Title</th>
<th>Requirement/Description</th>
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</table>
| 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 |
<table>
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<tr>
<th>Title</th>
<th>Requirement/Description</th>
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<tbody>
<tr>
<td>ii. Financial Audit</td>
<td>Financial audits shall be submitted in accordance with Article 7, A, iii.</td>
</tr>
<tr>
<td>iii. Authorized</td>
<td>An Authorized representative letter (listed by position) shall be submitted within</td>
</tr>
<tr>
<td>representatives</td>
<td>30 days of execution in accordance with Article 7, H.</td>
</tr>
<tr>
<td>iv. Release of Information</td>
<td>Must be submitted and approved annually by the county representative.</td>
</tr>
<tr>
<td>v. Licenses &amp; Accreditation</td>
<td>Licenses and Accreditation shall be submitted upon receipt in accordance with Article 7, D.</td>
</tr>
</tbody>
</table>

2. Provider shall maintain program files and/or individual client files documenting services provided to eligible patients.
   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:

<table>
<thead>
<tr>
<th>Title</th>
<th>Requirement/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Client ID</td>
<td>Provider shall use a consistent method for identifying clients which meets the HIPAA requirements in Attachment C, 5.</td>
</tr>
<tr>
<td>ii. Release of Information</td>
<td>Provider shall present a signed Release of Confidential Health Information prior to any information being reviewed as outlined in Attachment C, 4.</td>
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<tr>
<td>iii. Residency Verification</td>
<td>1. Client residential addresses with zip codes. (P.O. Boxes are not considered a residential address.)</td>
</tr>
<tr>
<td>iv. Program Services</td>
<td>1. Information on the services provided to the patient</td>
</tr>
<tr>
<td>Documentation</td>
<td>2. Staff Credentials</td>
</tr>
<tr>
<td></td>
<td>3. Licenses &amp; Accreditation</td>
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<td></td>
<td>4. Proof of Eligibility for Patients Served</td>
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<td></td>
<td>5. Comprehensive Clinical Records</td>
</tr>
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<td></td>
<td>6. Entered data on Health Information Exchange</td>
</tr>
<tr>
<td></td>
<td>7. Documentation of Coordinated Care</td>
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</table>
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 be drafted by the Provider, and must be reviewed and approved by the County's representative prior to use.
   c. 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.
   b. In compliance with the provisions set forth by F.S. § 119.0701, by accepting award of this Agreement, Agency acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

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.
      i. Including, but no limited to:
         1. Community Health Improvement Plan (CHIP)
         2. Healthcare Alliance Open Meetings
         3. Acute Care Committee
         4. Behavioral Health Consortium
   d. Utilize LIP funds in a manner that are consistent with the “Samples of specific LIP fund successes at Florida FQHCs” as detailed in the Federally Qualified Health Centers: Florida’s Safety Net Low Income Pool Council presentation from November 17, 2010 by the Florida Association of Community Health Centers, Inc.
   e. Submit any additional documentation or reports as requested
<table>
<thead>
<tr>
<th>Result1:</th>
<th>Adult Patients diagnosed with diabetes will maintain Hemoglobin A1c levels &lt;= 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target1:</td>
<td>Approximately 1,500 adult patients 18-75 who are diagnosed with diabetes and had a medical visit during the measurement year</td>
</tr>
<tr>
<td>Verification(s):</td>
<td>Testing Hemoglobin A1c will be conducted during the medical visit. Results of test will be recorded in the electronic medical record. Data will be gathered in the electronic medical record for each patient who is diagnosed with diabetes and the test results. Reports are generated from the electronic medical record summarizing the data collected to determine health outcomes.</td>
</tr>
<tr>
<td>Milestone(s):</td>
<td>Patients diagnosed with diabetes will receive testing for Hemoglobin A1c. xx% of the patients will have an A1c &lt;= 9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Result2:</th>
<th>Adult patients will have access to preventive/ambulatory health services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target2:</td>
<td>8,000 patients age 20 years and older who had a medical visit during the measurement year</td>
</tr>
<tr>
<td>Verification(s):</td>
<td>Patient will receive at least one preventative health visit. Documentation of preventative visit will be recorded in the electronic medical record for each patient who has a medical visit. Reports are generated from the electronic medical record summarizing the data collected to determine health outcomes.</td>
</tr>
<tr>
<td>Milestone(s):</td>
<td>Patients receiving a medical visit that includes preventative services. xx% of the patients will have a preventative service during their medical visit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Result3:</th>
<th>Adult patients with hypertension controlled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target3:</td>
<td>2,400 patients diagnosed with hypertension who received a medical visit during the measurement year</td>
</tr>
<tr>
<td>Verification(s):</td>
<td>Blood Pressure will be measured during the medical visit. Results will be recorded in the electronic medical record. Data will be gathered in the electronic medical record for each patient who is diagnosed with hypertension and the test results. Reports are generated from the electronic medical record summarizing the data collected to determine health outcomes.</td>
</tr>
<tr>
<td>Milestone(s):</td>
<td>Patients diagnosed with hypertension have blood pressure monitored at each visit. xx% of the patients will maintain blood pressure &lt;= 140/90</td>
</tr>
</tbody>
</table>

| Result4: | 8,000 patients age 18 and over with 1 BMI charted and follow up plan documented for patients considered overweight or underweight |
Manatee County Rural Health Services, Inc.
12271 US HIGHWAY 301 N PARRISH, FL 34219-8410
PARRISH, FL

Dear Walter L Presha:

The Health Resources and Services Administration (HRSA), in accordance with the Federally Supported Health Centers Assistance Act (FSHCAA), as amended, sections 224(g)-(n) of the Public Health Service (PHS) Act, 42 U.S.C. §§ 233(g)-(n), deems Manatee County Rural Health Services, Inc. to be an employee of the PHS, for the purposes of section 224, effective 1/1/2017 through 12/31/2017.

Section 224(a) of the PHS Act provides liability protection under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2672, or by alternative benefits provided by the United States where the availability of such benefits precludes a remedy under the FTCA, for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment. This protection is exclusive of any other civil action or proceeding. Coverage extends to deemed entities and their (1) officers; (2) governing board members; (3) full- and part-time employees; and (4) contractors who are licensed or certified individual health care practitioners providing full-time services (i.e., on average at least 32½ hours per week for the entity for the period of the contract), or, if providing an average of less than 32½ hours per week of such service, are licensed or certified providers in the fields of family practice, general internal medicine, general pediatrics, or obstetrics/gynecology. Volunteers are neither employees nor contractors and are therefore not eligible for FTCA coverage under FSHCAA.

This Notice of Deeming Action (NDA) is also confirmation of medical malpractice coverage for both Manatee County Rural Health Services, Inc. and its covered individuals as described above. This NDA, along with documentation confirming employment or contractor status with the deemed entity, may be used to show liability coverage for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment.

In addition, FTCA coverage is comparable to an "occurrence" policy without a monetary cap. Therefore, any coverage limits that may be mandated by other organizations are met.

This action is based on the information provided in your FTCA deeming application, as required under 42 U.S.C. § 233(h), with regard to your entity’s: (1) implementation of appropriate policies and procedures to reduce the risk of malpractice and litigation; (2) review and verification of professional credentials and privileges, references, claims history, fitness, professional review organization findings, and licensure status of health professionals; (3) cooperation with the Department of Justice (DOJ) in the defense of claims and actions to prevent claims in the future; and (4) cooperation with DOJ in providing information related to previous malpractice claims history.

Deemed health centers must continue to receive funding under Section 330 of the PHS Act, 42 U.S.C. § 254b, in order to maintain coverage as a deemed PHS employee. If the deemed entity loses its Section 330 funding, such coverage will end immediately upon termination of the grant. In addition to the relevant statutory and regulatory requirements, every deemed health center is expected to follow HRSA’s FTCA-related policies and procedures, which may be found online at http://www.bphc.hrsa.gov.

For further information, please contact your HRSA Project Officer as listed on your Notice of Grant Award or the Bureau of Primary Health Care (BPHC) Help Line at 1-877-974-2742 or...