

**AGREEMENT BETWEEN BROWARD COUNTY AND
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM
FOR PRIMARY CARE SERVICES**

Agreement Number: 24-CP-HCS-0126-01

This agreement ("Agreement") for primary care services is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and South Broward Hospital District d/b/a Memorial Healthcare System, a special taxing district of the State of Florida ("Memorial"), each a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Florida Legislature ("Legislature") has mandated the provision of primary care services throughout the state via a system of coordinated county health department services, which will be supported by available federal, state, and local funds.
- B. The Legislature has directed the Florida Department of Health ("DOH"), to the extent that funds are appropriated, to develop a plan to implement a primary care program in cooperation with each county.
- C. The Legislature has also directed DOH to contract with counties to expand primary care coverage as additional resources are appropriated and has directed DOH to establish priorities for funding based on the need and willingness of counties to participate.
- D. The Legislature permits County to organize primary care programs through the county health department and contracts with individuals or group practitioners for all or part of the primary care services.
- E. Memorial provides a variety of primary care services at outpatient and ambulatory sites in Broward County.
- F. This Agreement enables County to continue to fund primary care services that would not otherwise be funded by any other public or private funding source.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.



- 1.3 **Clients** means residents of southern Broward County (south of Southwest 36th Street) with low to moderate income who need primary care services, as further described in the Scope of Services.
- 1.4 **Code** means the Broward County Code of Ordinances.
- 1.5 **Contract Administrator** means the Director or Deputy Director of the Broward County Human Services Department, or the Director of the Community Partnerships Division.
- 1.6 **Diagnostics** means electrocardiograms, X-rays, laboratory, and ultrasounds that are done on-site.
- 1.7 **Encounter** means a face-to-face meeting with a physician, physician assistant, dentist, or Advanced Registered Nurse Practitioner (ARNP) in the office setting. This includes primary and specialist medical encounters.
- 1.8 **Fiscal Year** means County's fiscal year that begins October 1 of each year and ends September 30 of the following year.
- 1.9 **HSSS** means County's Human Services Department Software System. It includes the Client Services Management System, or any other participant information collection and data exchange systems designated by County.
- 1.10 **Prevailing Community Standards** means the prevailing quality standards for the provision of services to individuals in the community.
- 1.11 **Primary Care Services** or **Services** means acute care and preventive services that are made available to well and sick persons who are unable to obtain services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services will be supported by available federal, state, and local funds and will include services mandated on a state or federal level. Examples of primary health care services include but are not limited to (a) first contact acute care services; (b) chronic disease detection and treatment; (c) maternal and child health services; (d) family planning; (e) nutrition; (f) school health; (g) supplemental food assistance for women, infants, and children; (h) home health; and (i) dental services. Health care services provided in any other agreement or arrangement between County and Memorial or between County and any other party are specifically excluded.
- 1.12 **Provider Handbook** means County's Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as may be amended from time to time by County, which Handbook is incorporated into this Agreement by reference.
- 1.13 **Repository** means County's Human Services Department Repository, under the Office of Evaluation and Planning. The Repository address is identified in the Provider Handbook.
- 1.14 **Subcontractor** means an entity or individual providing Services to County through Memorial. The term "Subcontractor" includes all subconsultants.



- 1.15 **Unduplicated Client** means the number of unique Clients who have been seen in the primary care system in the period comprised of one County Fiscal Year. For the unduplicated count, the Client will be counted only once in this period, regardless of how many times the Client has been seen in the primary care system.

ARTICLE 2. TERM AND RENEWAL

This Agreement begins on October 1, 2023, and ends on September 30, 2024 (“Initial Term”), unless otherwise terminated, renewed, or extended as provided in this Agreement. The Contract Administrator may renew this Agreement for up to four (4) one-year periods (each referred to as an “Option Period”). The Contract Administrator must notify Memorial of renewal, in writing, no less than thirty (30) days prior to the expiration of the then-current term of the Agreement. The Parties may also extend the Agreement for up to sixty (60) days under the same terms and conditions if the Board does not adopt the budget for an Option Period in time to exercise the Option Period. The Contract Administrator must notify Memorial of this extension in writing before the Agreement expires. The Initial Term, Option Period(s), and any additional extension as defined in this article are collectively referred to as the “Term.”

ARTICLE 3. SCOPE OF SERVICES

- 3.1 In accordance with Section 154.011, Florida Statutes, Memorial must provide Primary Care Services to eligible Broward County residents who reside within the geographical boundaries of the South Broward Hospital District. Memorial must require that the individual provide proof of residency in the geographical boundaries of the South Broward Hospital District. Memorial must screen individuals for eligibility and place supporting documentation of eligibility in the Client’s file. Memorial must comply with all reporting requirements identified in Exhibit F.
- 3.2 Memorial must provide the Services at accessible locations and times. Memorial must maintain a complete list of service locations, the name of the lease owner of the facility, the number of personnel, and a description of the facility and provide the list to County at the time of or prior to execution of this Agreement (Attachment I). If applicable, Memorial must notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Attachment I no less than thirty (30) calendar days prior to the change, in accordance with the “Notices” section of this Agreement. Memorial must not initiate an opening, closing, or relocation without County’s prior written consent, which consent will not be unreasonably withheld.
- 3.3 Memorial must include the following statement on its signage at each of its primary care centers: “In partnership with the Board of County Commissioners of Broward County, Florida.” Memorial must also include the Broward County logo next to Memorial’s logo.
- 3.4 The terms and conditions of Memorial’s use of any facility belonging to County will be set forth in a separate agreement.
- 3.5 Memorial must adhere to the standards and other requirements set forth in the Provider Handbook, as applicable to the provision of Services under this Agreement. Memorial



acknowledges receipt of the Provider Handbook and understands that each document in it, as incorporated by reference, is made a part of this Agreement. Memorial also acknowledges that County may update or revise documents within the Provider Handbook and will provide notification of any update or revision to Memorial. Memorial may terminate this Agreement within thirty (30) calendar days after notice of the updates or revisions if the Parties mutually agree that the updates or revisions substantially impact Memorial's ability to perform as contracted. Otherwise, Memorial acknowledges it will be bound by the applicable requirements outlined in the Provider Handbook, as amended by County from time to time.

ARTICLE 4. COMPENSATION

- 4.1 Maximum Amounts. For all goods and Services provided under this Agreement, County will pay Memorial up to a maximum amount not to exceed Four Million Nine Hundred Eighty-seven Thousand Nine Hundred Fifty-seven Dollars (\$4,987,957) for Services actually provided, inclusive of any subcontracted Services. Each monthly invoice must not exceed one-twelfth (1/12) of the annual Agreement value. Memorial is authorized to subcontract Services for a total amount not to exceed Eight Hundred Twenty-seven Thousand Dollars (\$827,000) of the annual maximum funding amount. Memorial acknowledges that the funding amount set forth in this Agreement is the maximum amount payable and constitutes a limitation upon County's obligation to compensate Memorial for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Memorial's obligation to provide all Services required by or which can be reasonably inferred from the Scope of Services. No amount will be paid to Memorial to reimburse its expenses unless otherwise provided in this Agreement.

County funding under this Agreement relates exclusively to the Initial Term, and County is not obligated to fund Memorial beyond the Initial Term. If the Contract Administrator exercises an Option Period under this Agreement, or if this Agreement is extended in accordance with Article 2, the maximum amount payable by County will be:

- A. Option Periods, if exercised: Four Million Nine Hundred Eighty-seven Thousand Nine Hundred Fifty-seven Dollars (\$4,987,957) subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. Memorial is encouraged to participate in County's annual budget process as it relates to Option Period funding of Primary Care Services under this Agreement, as the appropriated amount will not be subject to additional adjustments during the Option Periods.
 - B. Extension period, if exercised: A pro rata monthly amount equal to one-twelfth (1/12) of the existing annual funding amount.
- 4.2 Reduction of Funds. If Memorial underutilizes County funds, the Contract Administrator has the authority, at any time, to reduce the maximum funding allocated under this Agreement.



4.3 Performance. At the end of each quarter, County will reduce payment by three percent (3%) (“Reduction”) for Services performed by Memorial in which attainment of one (1) or more outcomes was more than five (5%) percent below the indicated target. The Reduction will be applied to payments for any program in which any indicators were not met. The Reduction will be applied to the net payment amount for the third (3rd) month, after calculation of the required match, but before any disallowed units or repayments from any other months are applied. If Memorial does not submit an invoice in the third (3rd) month of a quarter because all funding authorized in this Agreement has been depleted, the Reduction will be based on the previous month’s net payment, and Memorial must pay the Reduction amount to County within thirty (30) days after County’s written request for repayment. If County finds that Memorial’s Outcome Report contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County’s Contract Administrator.

4.4 Invoice Requirements and Due Dates.

4.4.1 Memorial must submit an original invoice in a form approved by the Contract Administrator plus one (1) complete copy of the Primary Care Monthly Client Demographic Report and the Primary Care Monthly Client Service Report, as indicated in the Provider Handbook, on or before the date specified in Exhibit F, “Required Reports and Submission Dates.” If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Acceptable supporting documentation as described in this section will be in the form of a report provided through County’s designated HSSS and will maintain the parameters as indicated in Attachment II and Attachment III of this Agreement or as otherwise agreed to in writing by the Contract Administrator. All reported Services must correspond to the Services on invoices submitted for billing purposes.

4.4.1.1 In addition, all required fields within the HSSS must be completed thoroughly and accurately for the Services to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. Memorial must reimburse County, as described in Section 4.4.2, for Services that do not comply with this requirement and were previously billed and paid during any term.

4.4.1.2 The Contract Administrator may authorize an extension to the invoice submission deadline or manual billing if there is an HSSS processing delay or Memorial lacks access to the designated system through no fault of Memorial, as determined by the Contract Administrator in his or her sole discretion.

4.4.2 Corrected Invoices.

4.4.2.1 If Memorial determines that it has previously incorrectly billed and been reimbursed for a period within the current Agreement term, Memorial must include the corrections on the next regular monthly invoice. Unless



the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one (1) time for any month in which the Services were rendered and must be received by County no later than ninety (90) days following the date the invoice being corrected was originally due to County, or forty-five (45) days after the end of the then-current Agreement term, whichever is earlier. Memorial must resubmit the original supporting documentation and submit the revised supporting documentation, along with a completed "Required Services Documentation" form as provided in the Provider Handbook, unless the Contract Administrator has in writing provided alternate documentation requirements. The invoice including the corrections must be accompanied by a cover letter signed by Memorial's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions Memorial is taking to prevent recurrence of the error.

- 4.4.2.2 If County determines that Memorial has previously incorrectly billed and was reimbursed for a period within the current contract year, Memorial must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the Agreement term in which the overpayment occurred, Memorial must pay County within forty-five (45) days after receipt of written notice from County.
 - 4.4.2.3 Invoices or documentation returned to Memorial for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Memorial without the accrual of interest on any payments owed by County to Memorial. Memorial must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.
 - 4.4.2.4 The certification statement on the monthly invoice submitted by Memorial must be signed by an authorized person as referenced in Exhibit A, "Authorized Invoice Signators." If it becomes necessary for Memorial to replace signators, a notarized copy of the authorizing resolution or legislation as passed by Memorial's Board of Directors or Trustees or equivalent must be submitted to the Contract Administrator, along with a replacement of Exhibit A and Exhibit B, within ten (10) days following replacement of the signators.
- 4.4.3 County will pay Memorial within thirty (30) days after receipt of Memorial's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must comply with all applicable requirements set forth in this Agreement and must be submitted (a) on the forms prescribed in the Provider Handbook, (b) through the communication system as provided through County's HSSS, or (c) as otherwise



agreed to in writing by the Human Services Department Director or Deputy Director. Payment may be withheld for failure of Memorial to comply with a term, condition, or requirement of this Agreement. Further, County may deduct from any outstanding invoice any monies due from Memorial in accordance with this Agreement.

- 4.5 Subcontractors. If Memorial has been authorized in accordance with the terms of this Agreement to use Subcontractors, or if Memorial uses any suppliers of materials for the provision of the Services, Memorial must submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached to this Agreement as Exhibit C.

Memorial must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Memorial agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection will be a material breach of this Agreement, unless Memorial demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Memorial promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Memorial must include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

Memorial must invoice Subcontractor fees only in the actual amount paid by Memorial, without markup or other adjustments.

- 4.6 Third-Party Payment. Memorial must bill and pursue collection of third-party and Medicaid payments for Services rendered under this Agreement. Memorial must keep accurate and complete records of any fees collected, reimbursements, or compensation of any kind received for Services from any Client, Medicaid, or other third parties. All funds collected by Memorial from any source for Services provided under this Agreement may be retained by Memorial.
- 4.7 The Parties acknowledge that all compensation and funding under this Agreement is intended to supplement any other funding received by Memorial from any other source including, but not limited to, the State of Florida, County, third-party payers, grants, and any other entities.
- 4.8 All payments will be made solely in the name of Memorial as the official payee. Memorial may change any of the information provided under this section by providing written notice of such change to the Contract Administrator using the notice procedure under the "Notices" section of this Agreement. It is Memorial's sole responsibility to advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) calendar days of such change.



Payment will be made to Memorial at:

South Broward Hospital District d/b/a Memorial Healthcare System

Attn: Finance Manager – Grants

3111 Stirling Road, Rm. 258

Fort Lauderdale, Florida 33312

Federal ID Number: 59-6014973

ARTICLE 5. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 5.1 County's representative is the Division Director of the Community Partnerships Division. The title of Memorial's representative responsible for the administration of the Services is Memorial's President/CEO.
- 5.2 The empowered signators of invoices under this Agreement for Memorial are those individuals referenced in Exhibit A, "Authorized Invoice Signators." Changes in the empowered signators on Exhibit A will be communicated to County as directed in the "Notices" section of this Agreement.
- 5.3 The empowered signator of this Agreement for Memorial is identified in Exhibit B, "Certification of Empowerment." Changes in the empowered signator on Exhibit B will be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

ARTICLE 6. STANDARDS OF CARE

- 6.1 Memorial must retain, during the Term, accreditation by The Joint Commission or another national accrediting body for all locations in which the Services are provided. If there is a change in the accreditation status of any primary care facility where Memorial provides Services under this Agreement, Memorial must furnish County notice within ten (10) calendar days from the date Memorial received notice of such change. Failure to retain accreditation will be a material breach of this Agreement and may result in termination of the Agreement in accordance with the "Termination" section.
- 6.2 Memorial must meet the performance outcome measures as provided in Exhibit D, "Outcomes." Such performance will be a factor in County's decision to exercise the Option Periods.

ARTICLE 7. MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS

Memorial must comply with the Monitoring, Records, and Reporting requirements outlined in the Provider Handbook.

ARTICLE 8. TERMINATION

- 8.1 Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be



terminated for cause by County for reasons including, but not limited to, Memorial's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination will be deemed a termination for convenience in accordance with Section 8.2 effective thirty (30) days after such notice was provided and Memorial will be eligible for the compensation provided in Section 8.2 as its sole remedy.

- 8.2 Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Memorial. Memorial acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Memorial of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County under this section, Memorial will be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County will have no further obligation to pay Memorial for Services under this Agreement.
- 8.3 Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that must be promptly confirmed in writing.
- 8.4 In addition to any termination rights stated in this Agreement, County will be entitled to seek any and all available contractual or other remedies available at law or in equity.
- 8.5 Transition Plan. Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason, Memorial must cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the Services. The transition plan must, at a minimum, provide for the orderly and reasonable transfer of Services in a manner that causes minimal disruption to the continuity of services.



ARTICLE 9. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor will anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and will be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law.

ARTICLE 10. INSURANCE

Memorial is an entity subject to Section 768.28, Florida Statutes, and will provide the Contract Administrator with written verification of liability protection in accordance with state law on or before the date of Memorial's execution of this Agreement. Memorial must require all Subcontractors to include Broward County as an additional insured on its general liability, automobile liability, and any excess policy(ies).

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

- 11.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Memorial must include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 11.2 Although no County Business Enterprise ("CBE") goal has been set for this Agreement, County encourages Memorial to give full consideration to the use of CBE firms to provide Services under this Agreement.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES

- 12.1 Representation of Authority. Memorial represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Memorial, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Memorial has with any third party or violates Applicable Law. Memorial further represents and warrants that execution of this Agreement is within Memorial's legal powers, and each individual executing this Agreement on behalf of Memorial is duly authorized by all necessary and appropriate action to do so on behalf of Memorial and does so with full legal authority.
- 12.2 Public Entity Crime Act. Memorial represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Memorial further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged



with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Memorial has been placed on the convicted vendor list.

- 12.3 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Memorial represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” under Sections 215.473 or 215.4725, Florida Statutes. Memorial represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Memorial represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.
- 12.4 Claims Against Memorial. Memorial represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Memorial, threatened against or affecting Memorial, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Memorial to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Memorial or on the ability of Memorial to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 12.5 Verification of Employment Eligibility. Memorial represents that Memorial and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Memorial violates this section, County may immediately terminate this Agreement for cause and Memorial will be liable for all costs incurred by County due to the termination.
- 12.6 Warranty of Performance. Memorial represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Memorial represents and warrants that the Services will be performed in a skillful and respectful manner, and that the quality of all such Services will equal or exceed prevailing industry standards for the provision of such services.
- 12.7 Prohibited Telecommunications Equipment. Memorial represents and certifies that Memorial and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Memorial represents and certifies that Memorial and all Subcontractors must not provide or use such covered telecommunications equipment, system, or services during the Term.



- 12.8 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Memorial represents and certifies that Memorial will comply with Section 26-125(d) of the Code for the duration of the Term.
- 12.9 Breach of Representations. Memorial acknowledges that County is materially relying on the representations, warranties, and certifications of Memorial stated in this article, and County will be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Memorial; (c) set off from any amounts due Memorial the full amount of any damage incurred; and (d) debarment of Memorial.

ARTICLE 13. MISCELLANEOUS

- 13.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Memorial to manage and supervise the performance of this Agreement. Memorial acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.
- 13.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Memorial in connection with performing Services, whether finished or unfinished ("Documents and Work"), will be owned by County, and Memorial hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work will become the property of County and must be delivered by Memorial to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Memorial may be withheld until all Documents and Work are received as provided in this Agreement. Memorial must ensure that the requirements of this section are included in all agreements with all Subcontractor(s).
- 13.3 Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, will not constitute a breach of this Agreement. If Memorial is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Memorial must:
- 13.3.1 Keep and maintain public records required by County to perform the Services;
- 13.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a



cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

- 13.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
- 13.3.4 Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Memorial or keep and maintain public records required by County to perform the Services. If Memorial transfers the records to County, Memorial must destroy any duplicate public records that are exempt or confidential and exempt. If Memorial keeps and maintains the public records, Memorial must meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Memorial receives a request for public records regarding this Agreement or the Services, Memorial must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Memorial must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Memorial contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Memorial asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Memorial must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Memorial must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Memorial as Restricted Material, County will refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Memorial, or the claimed exemption is waived. Any failure by Memorial to strictly comply with the requirements of this section will constitute Memorial’s waiver of County’s obligation to treat the records as Restricted Material. Memorial must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.



IF MEMORIAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MEMORIAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6398, ECRENSHAW@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE A360, FORT LAUDERDALE, FLORIDA 33301.

- 13.4 Financial Statements and Management Letters; Retention of Records. Memorial must provide a copy of Memorial's audited financial statements and any applicable management letter(s) as well as Memorial's response to any management letter(s). The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of County funds are expended.

Memorial must also provide to Contract Administrator copies of a special report showing all revenues, by source, and all expenditures made by Memorial in connection with the program being funded by this Agreement. The report must specifically disclose any funds received that were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It must identify the total of noncompliant expenditures due back to County. If the special report is prepared by an independent certified public accountant, it must be in accordance with generally accepted auditing standards. If the special report is prepared by Memorial's internal auditor, it must be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with Memorial's governing body.

Memorial must submit the documents required by this section to Contract Administrator within two hundred seventy (270) days after the close of each of Memorial's fiscal years in which Memorial received funds under this Agreement unless otherwise approved by the Contract Administrator in writing.

Memorial and all Subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article will survive any dispute or litigation between the Parties, and Memorial expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Memorial hereby grants County the right to conduct such audit or review at Memorial's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Memorial must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by Memorial in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Memorial must pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Memorial.

Memorial must ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

- 13.5 Independent Contractor. Memorial is an independent contractor of County, and nothing in this Agreement will constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Memorial nor its agents will act as officers, employees, or agents of County. Memorial will not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 13.6 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law will have occurred under County's regulatory authority as a governmental body separate and apart from this Agreement, and will not be attributable in any manner to County as a Party to this Agreement.
- 13.7 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 13.8 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Memorial.
- 13.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of the Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed



a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

- 13.10 Compliance with Laws. Memorial and the Services provided must comply with all Applicable Law including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.
- 13.11 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 13.12 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
- 13.13 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Memorial without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.
- 13.14 Conflicts. Neither Memorial nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Memorial's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Memorial's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Memorial is not a party, unless compelled by court process. Further, such persons must not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section will not preclude Memorial or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Memorial is permitted under this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Memorial must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Memorial.



- 13.15 Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 13.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section must prevail and be given effect.
- 13.17 Third-Party Beneficiaries. Neither Memorial nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 13.18 Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

For County:

Broward County Community Partnerships Division
Attn: Director
Governmental Center, Room A370
115 South Andrews Avenue
Fort Lauderdale, FL 33301

For Memorial:

South Broward Hospital District d/b/a Memorial Healthcare System
Attn: President/CEO
3111 Stirling Road, 2nd Floor
Fort Lauderdale, FL 33312

Attn: Vice President Ambulatory Program & Community Services
3107 Stirling Road, Suite 204
Fort Lauderdale, FL 33312

- 13.19 Certification Relating to No Smoking and Children's Services. The Pro-Children Act of 1994, 20 U.S.C. § 6081 *et seq.* ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood services, education or library services to children under the age of eighteen (18), if the Services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with federal funds. The Act does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where



Women, Infants and Children (“WIC”) coupons are redeemed. Failure of Memorial to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order in accordance with the Act. By signing this Agreement, Memorial certifies that Memorial will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- 13.20 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement will include any other gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue such interpretations, in writing, to all program providers. If Memorial identifies a programmatic contract provision that requires interpretation in order for Memorial to understand its obligations, Memorial must submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will provide a written response to Memorial within a reasonable time after any request by Memorial for an interpretation. The Contract Administrator’s programmatic interpretations will be deemed conclusive and final.

- 13.21 Publicity. Memorial acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities (“Promotional Materials”) undertaken by Memorial concerning the Services funded by this Agreement must include the following statement: “The services provided by Memorial is a collaborative effort between Broward County and Memorial with funding provided by the Board of County Commissioners of Broward County, Florida, under an Agreement.”

Memorial must use the name “Broward County” and the official Broward County logo in all Promotional Materials of Memorial related to the Services funded by this Agreement. Requests for the official electronic version of the Broward logo must be made to the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301, or publicinfo@broward.org.

- 13.22 Emergency Conditions. Except where otherwise provided by law or where Memorial is otherwise directed by appropriate authority, Memorial must provide any supportive or recovery-related service as requested by County during and after Emergency Conditions.



These services include but are not limited to distributing food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or any other locations in Broward County as determined by County, through its Contract Administrator. Individuals who have been displaced or affected by the Emergency Conditions are referred to as "Disaster Evacuees." Emergency Conditions include but are not limited to:

- A. Any natural, technological, or terrorism-related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which starts when a State of Emergency is declared by federal, state, or local government; or
- B. Any natural event, local or geographical in size, that (i) does not require assistance from the ESF #6/Human Services Branch by the Broward Emergency Division; or (ii) is not declared by federal, state, or local government as a State of Emergency but is declared by the County Administrator as an event that requires emergency supportive or recovery-related services on a large scale.

In the event of an Emergency Condition, the Human Services Department Director or Deputy Director, in their sole discretion, has the authority during and after the Emergency Conditions to (i) make adjustments to the maximum funding, including increases, under this Agreement; (ii) modify payment schedules throughout any term; (iii) exercise an Option Period; or (iv) extend the term of Agreement. All Services provided under this Agreement by Memorial during Emergency Conditions must be in accordance with the terms and conditions stated in the Agreement.

13.23 Discharge Planning. Memorial must participate with County in the development of local discharge planning policies that ensure individuals are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs. This participation includes collaboration with County's Housing Options, Solutions, and Supports (HOSS) Division's Hospital Liaison to coordinate the placement of individuals in emergency shelters, medical respite, or other housing referrals.

13.24 Renegotiation. The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase or decrease in allocations make changes in this Agreement necessary.

13.25 Payable Interest

13.25.1 Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Memorial for any reason, whether as prejudgment interest or for any other purpose, and Memorial waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.25.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual



rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under applicable law, one-quarter of one percent (0.25%) simple interest (uncompounded).

- 13.26 HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Memorial is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Memorial must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Memorial must handle and secure the PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its “Notice of Privacy Practices” notice of Memorial’s and County’s uses of Client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Memorial must ensure that the requirements of this section are included in all agreements with Subcontractors.
- 13.27 Polystyrene Food Service Articles. Memorial must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.
- 13.28 Use of County Logo. Except as provided in Section 3.3, Memorial will not use County’s name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.
- 13.29 Incorporation by Reference. Any and all Recital clauses stated above are incorporated in this Agreement by reference. The attached Exhibits, Attachments, Provider Handbook, and other documents referenced in this Agreement are incorporated and made a part of this Agreement.
- 13.30 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed an original, but all of which, taken together, will constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 12th day of December, 2023, and South Broward Hospital District d/b/a Memorial Healthcare System, signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By K. Gordon 10/14/23
Karen S. Gordon (Date)
Senior Assistant County Attorney

KSG/bh
SBHD-Primary Care-FY24-a01
08/24/23
#60070



MEMORIAL

South Broward Hospital District d/b/a Memorial Healthcare System

By: K. Scott Wester
Chief Executive Officer

K. Scott Wester
Print or Type Name

28th day of September, 2023



Exhibit A – Authorized Invoice Signators

Agreement #: 24-CP-HCS-0126-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of South Broward Hospital District d/b/a Memorial Healthcare System ("Memorial"), as required by this Agreement:

Veduen Guernier, EVP + Chief Transformation Officer and
(Name and Title Typewritten)

Melida Akiñi Chief Community Officer
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above in accordance with (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide (but not attach) a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):

Appearing below are samples of the authorized signatures.

Melida Akiñi 9/28/23
(Authorized Signature) (Date)

Veduen Guernier 9/28/23
(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Authorized Signature) (Date)

Witness Signature:

Signature Sabrina Heredia

Name sabrina Heredia
(Print or Type)

Date 9/28/23

Witness Signature:

Signature Gracie Lopez

Name Gracie Lopez
(Print or Type)

Date 9/28/23



Exhibit B – Certification of Empowerment

Agreement #: 24-CP-HCS-0126-01

K. Scott Wester / President and CEO

(Name and Title)

is duly authorized to sign this Agreement on behalf of South Broward Hospital District d/b/a Memorial Healthcare System ("Memorial"), and any amendments hereto between County and Memorial. The signature of the above-named person in this Agreement on behalf of Memorial binds Memorial to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide (but not attach) a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Appearing below is a sample of the authorized signature.

K. Scott Wester

(Authorized Signature)

9/28/2023

(Date)

Witness Signature:

[Signature]

Signature

Yvonne Diaz

Name

(Print or Type)

9/28/2023

Date

Exhibit C – Certification of Payments to Subcontractors and Suppliers

Agreement #: 24-CP-HCS-0126-01

The undersigned hereby swears under penalty of perjury that:

1. Memorial has paid all Subcontractors and suppliers all undisputed contract obligations for labor, Services, or materials provided on this project in accordance with the “Compensation” article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor’s or supplier’s name and address	Date of disputed invoice	Amount in dispute

The undersigned is authorized to execute this Certification on behalf of Memorial.

Dated _____, 20__

Memorial:

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires:



Exhibit D – Outcomes
Memorial • 24-CP-HCS-0126-01 • Primary Care

Program Name	Outcomes	Indicators	Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
Primary Care Services LN-1500	1) Clients receive necessary services because wait time is minimized.	90% of scheduled clinic Clients are seen and discharged within 120 minutes.	Memorial's electronic health record ("EHR").	Actual time counted from the point of check-in into the EHR system to the point of release from the physician in EHR.
	2) Clients are satisfied with the Primary Care Services they receive. *	80% of Clients indicate satisfaction with the overall doctor Rating.	Professional Research Consultants ("PRC") using the Clinician and Group Consumer Assessment of Healthcare Providers and Systems ("CGCAHPS").	National Patient Satisfaction Tool using a monthly telephonic survey tabulation is completed for each doctor.
	3) Clients receive quality Primary Care Services. **	1) Cervical Cancer Screening: 62% of female Clients have received one or more Papanicolaou (Pap) tests during the previous three years.	Medical records of applicable eligible Clients.	Medical record review.
		2) Breast Cancer Screening: 56% of female Clients have had a mammogram within the last two years.		
		3) Diabetes Management: 54% of eligible Clients with diabetes have a Hemoglobin A1C level that is less than 8.0%.		
		4) Controlled High Blood Pressure: 65% of Clients 18-85 years of age diagnosed with hypertension whose blood pressure was adequately controlled during the measurement year based on the following criteria: Clients 18-59 years of age whose blood pressure was <140/90 mm Hg.		

Program Name	Outcomes	Indicators	Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
		Clients 60-85 years of age, with a diagnosis of diabetes, whose blood pressure was <140/90 mm Hg.		
		Clients 60-85 years of age, without a diagnosis of diabetes, whose blood pressure was <150/90 mm Hg.		
		5) Colorectal Cancer Screening: 60% of Clients 50-75 years of age who had appropriate screening for colorectal cancer with any of the following tests: annual fecal occult blood test; flexible sigmoidoscopy every 5 years; or colonoscopy every 10 years.		
	4) Clients receive quality dental care services.	6) Screening for Depression: 45% of Clients are screened for depression and are referred for services as necessary.	Department of Health (DOH) Dental Services.	Random time study by following Clients; time counted from point of check-in to discharge.
		1) 90% of Clients will receive improved access to dental care services.		
		2) 80% of Clients indicate satisfaction with the overall quality of dental care services.	DOH Dental Services.	Monthly survey Distribution in three languages and tabulation at each dental service site.

* Outcome Number 2- The Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CGCAHPS) survey is a standardized tool to measure Client perceptions of care delivered by a provider (e.g., physician, nurse practitioner, physician assistant, etc.) in an office setting.

** Outcome number 3- Indicators 1, 2, 3, 5, measured using 2022 Healthcare Effectiveness Data and Information Set (HEDIS) used by 90% of American Health Plans to measure performance on dimension of care and services.

Exhibit E – Quarterly Demographic and Service Report

Memorial

Quarter Ending: _____

County Fiscal Year 20 _____

Agreement #24-CP-HCS-0126-01

Table 1 - Unduplicated Client Count - Adults and Children

	Male	Female	Total
Children			
Adult			
Total			

Table 2 - Ethnicity and Age of Users – Total

Age	Asian/P.I			Black/A.A.			Hispanic			American Indian			White			Other			Totals		
	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total
0-2																					
3-5																					
6-10																					
11-13																					
14-15																					
16-17																					
18-21																					
22-49																					
50-59																					
60+																					
Total																					

Table 3 - Medical and Dental Service Encounters

Total Encounters	Adults	Children	Total
Medical Service Encounters (without Dental)			
Dental Encounters			
Total			

Exhibit E – Quarterly Demographic and Service Report (cont.)

Table 4 - Other Encounters

Services	No. of Encounters
Nursing	
Social Worker/Case Mgr.	
Nutritionist	
Diagnostics	
Prescriptions	
Total	

Table 5 - Income Status - Pay Percent of Poverty

	No. of Clients
000% - 100%	
101% - 123%	
124% - 167%	
168% - 200%	
201% - 250%	
251% - 300%	
301% - 350%	
351% - 400%	
400% +	
Incomplete documentation	
Total	

Table 6 – Top Ten Diagnoses by ICDM Code-Adults

Rank	Code	Diagnosis	No of Users	%
1				
2				
3				
4				
5				
Total				

Table 7 – Top Ten Diagnoses by ICDM Code-Children

Rank	Code	Diagnosis	No of Users	%
1				
2				
3				
4				
5				
Total				

**Table 8 Hospital Discharge and Readmission to South Broward
Community Health Services (SBCHS)**

	No. of Clients
No. of SBCHS inpatient admissions to Memorial hospitals?	
No. SBCHS inpatient discharged Clients readmitted to Memorial hospitals within 30 days of discharge.	
Total	

Table 9 SBCHS Behavioral/Mental Health Screenings

	No. of Clients
No. of Clients screened for behavioral/mental health services	
No. of Clients receiving referrals for behavioral/mental health services	
Total	

Exhibit F – Required Reports and Submission Dates

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution of this Agreement and upon revision by Memorial	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
Affirmative Action Plan, if applicable		1 copy
CBE Policy, if applicable		1 copy
Certificate of Insurance/Self-insured Verification		1 copy
Continuity of Operations Plan (COOP)	Due upon execution and annually on April 15th	1 copy
Invoice and supporting documentation	15th day of each month (if needed, final reconciled invoice due annually on November 15th) Invoices are either emailed to CPD@broward.org or mailed to: Community Partnerships Division 115 S. Andrews Avenue, Suite A-370 Fort Lauderdale, Florida 33301	1 copy
Primary Care Monthly Client Demographic Report	15th day of the month following the end of a quarter (specifically, January 15, April 15, July 15, and October 15)	1 copy
Primary Care Monthly Client Service Report		
Outcomes Report		
Self-insured Verification	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statements	Due within 270 days after the close of Memorial's fiscal year end; submit to Repository and copy to Contract Manager	1 copy
State Financial Assistance Reporting Package, if applicable		1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days after receipt	1 copy
Incident Reports	Due upon request and in accordance with the Provider Handbook	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help of Broward, Inc. d/b/a 2-1-1 Broward	1 copy

Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Memorial.



Attachment I
County Fiscal Year 20__

South Broward Hospital District d/b/a Memorial Healthcare System
Facilities Utilized by South Broward Hospital District for Primary Care Services

Complete Location (Street Address, City, Zip)	Facility Description and Official Building Name (if applicable) (Admin, Clinic, Envn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ. Feet	Employee Count (FTE/OPS/ Contract)
4105 Pembroke Road, Hollywood, FL 33021	Memorial Primary Care Hollywood - Primary Care, RX, Env, Security, OBGYN, Scanning, Lab, Admin, Healthy Start, PCMH team	Very old lease, no number assigned.	Lease	Broward County Board of County Commissioners	19,000	78
3700 Johnson Street, Hollywood, FL 33021	Memorial Primary Care- East Hollywood - Primary Care, Env, Security, Admin and PCMH Team - Sickle Cell Clinic	Not applicable.	Owned	South Broward Hospital District	6,100	18
1750 East Hallandale Beach Blvd, Hallandale, FL 33009	Memorial Primary Care - Hallandale - Primary Care. RX, Env, Security, Admin and PCMH Team	1001.4935C	Lease	Hallandale Investments, Inc.	31,217	67
6730 Miramar Parkway, Miramar, FL 33023	Memorial Primary Care – East Miramar - Primary Care, Admin, PCMH team.	DN# 14863	Lease	City of Miramar, Florida	2,702	11
140 South Federal Highway, Dania Beach, FL 33004	Memorial Primary Care - Dania - Primary Care, Admin, PCMH team.	1001.2407C	Lease	Mountaineer Property Development Corp.	5,000	14
2217 North University Drive, Pembroke Pines, FL 33024	Memorial Primary Care - Pines - Primary Care, Admin, PCMH team.	1001.4189C	Lease	HSD Associates	3,000	14
10910 Pembroke Road, Miramar, FL 33025	Memorial Primary Care West Miramar - Primary Care, Admin, PCMH team.	1001.5590C	Lease	Miramar Commons LTD	5,085	15
17786 SW 2nd Street, Pembroke Pines, FL 33029	Memorial Primary Care – Silver - Primary Care, Admin, PCMH team.	1001.6942C	Lease	CPAC Silverlakes, LLC	4,571	10

Additional Comments:



South Broward Hospital District d/b/a Memorial Healthcare System

(Note: Memorial may use its own generated form that includes the parameters listed below. Form may be submitted electronically)

PRIMARY CARE MONTHLY CLIENT DEMOGRAPHIC REPORT

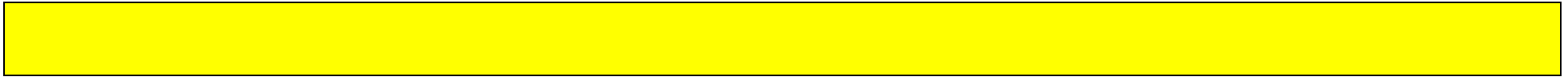
Date:

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Attachment III
County Fiscal Year 20__

South Broward Hospital District d/b/a Memorial Healthcare System

(Note: Memorial may use its own generated form that includes the parameters listed below. Form may be submitted electronically)



Date:

Agency Assigned Client Unique Identifier	Date of Service	Service Category (MH; Primary Care, Nursing; Oral; Social Work)	Service Name	Service Code (CPT-4; HCPCS; DPT Code)	Rendering Provider	Service Facility Location	Prescription Number (NDC #)	Amount/ Dosage (e.g., 30 pills, 1 tube of cream, etc.)	Total Charge	Unit of Measure (Hour; 15- minutes; 30- minutes; 45- minutes; etc.)	Units of Service

NOTE: Reporting on the data element of 'social work' will be begin at the start of the second quarter or on the date approved by the Contract Administrator.

