

## **EMPLOYEE MEDICAL CENTER SERVICES AGREEMENT**

THIS EMPLOYEE MEDICAL CENTER SERVICES AGREEMENT ("Agreement") is effective October 1, 2020 ("Effective Date") by and between HEART OF FLORIDA HEALTH CENTER, INC. ("Health Center") and MARION COUNTY BOARD OF COUNTY COMMISSIONERS ("County").

### **WITNESSETH:**

**WHEREAS**, Health Center, is a federally qualified Health Center located at 2553 E. Silver Springs Blvd., Ocala, FL 34470, who desires to provide certain clinic services to employees, retirees and dependents of the County; and

**WHEREAS**, County wishes to contract with Health Center for the provision of certain clinic services for employees, retirees and dependents of the County; and

**WHEREAS**, the County group includes employees, retirees and dependents of the Marion County Board of County Commissioners and Constitutional Offices of the Clerk of Court, Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector.

**WHEREAS**, the Health Center will provide facilities at the following locations:

Main Clinic, 2553 E. Silver Springs Blvd, Ocala, FL – Adult and pediatric primary care, adult and pediatric emergency dental care, behavioral health care, maternity services, chronic disease management, pharmacy, and case management;

Central Clinic, 1025 SW 1<sup>st</sup> Avenue, FL – Adult and pediatric primary care, adult emergency dental care, behavioral health care, maternity services, chronic disease management, pharmacy, and case management;

Bellevue Clinic, 7055 SE 110<sup>th</sup> Street, Bellevue, FL – Adult and pediatric primary care, behavioral health care, chronic disease management, pharmacy (TBD), and case management;

Dunnellon Clinic, 19204 E. Pennsylvania Avenue, Dunnellon, FL – Adult and pediatric primary care, behavioral health care, chronic disease management, and case management;

Reddick Clinic, 4500 NW 152<sup>nd</sup> Lane, Reddick, FL - Adult and pediatric primary care, behavioral health care, chronic disease management, and case management;

Southwest Clinic, 100 Marion Oaks Boulevard, Ocala, FL - Adult and pediatric primary care, behavioral health care, chronic disease management, and case management;

West Clinic, 6041 SW 54<sup>th</sup> Street, Ste. 100, Ocala, FL - Adult and pediatric primary care, behavioral health care, chronic disease management, and case management;

**NOW THEREFORE**, for and in consideration of these premises, the terms and conditions hereinafter set forth, the parties hereto agree as follows:

**I. GENERAL:**

- 1.01 Capitated Services. Services shall be provided to employees, retirees and dependents who are covered under the County Health Insurance. These services include:
1. Medical Care, Wellness Exams and Physicals
  2. Generic or Brand Prescription RX Dispensing, whichever is most cost effective and medically appropriate
  3. Lab and X-Ray
  4. Behavioral Health
  5. Emergency Dental
- 1.02 Health Center will provide most services through scheduled appointments on the same day requested or within 24 hours of appointment request.
- 1.03 Health Center agrees to accommodate a designated amount of "walk-in" appointments for urgent or necessary services agreed upon by both parties based on utilization review.
- 1.04 Health Center agrees to minimize County patient wait times and not to exceed 15 minutes.
- 1.05 Generic or Brand named drugs, whichever is the most cost effective and medically appropriate, will be dispensed and billed/reported at \$0 cost under the capitated fee services. Higher Tier and Specialty medications will be billed to include cost of medication, dispensing and administrative fee.

**II. THE COUNTY SHALL:**

- 2.01 Provide Health Insurance ID cards to their employees via the Health Insurance Carrier to enable Health Center to identify employees, retirees and dependents who are eligible for services.
- 2.02 Work with Health Center to identify high risk categories and develop strategies for promoting preventive and regular medical maintenance services and activities.
- 2.03 Work with Health Center to develop strategies that can assist in promoting the County's wellness program and initiatives.
- 2.04 Abide by the Heart of Florida Health Center patient policies and procedures.

III. THE HEALTH CENTER SHALL:

- 3.01 Provide Patient registration and initial work-up.
- 3.02 Schedule patient appointments and return visits.
- 3.03 Record laboratory and diagnostic test results, maintain and update Health Center and Patient medical records.
- 3.04 Refer patients to Specialists when appropriate and coordinate applicable care and medical records.
- 3.05 Coordinate care with referred Specialists, provide prescriptions and dispense medication as appropriate.
- 3.06 Provide designated space and routine medical equipment for all services.
- 3.07 Provide applicable support systems utilizing adjunct clinical, administrative and clerical, and practitioner Health Center staff.
- 3.08 Work with County to identify high risk and chronic disease categories and develop strategies for promoting preventive and regular medical maintenance services and activities.
- 3.09 Work with County to develop strategies that can assist in promoting the County's wellness program and initiatives.
- 3.10 Provide monthly, quarterly and annual utilization reports, broken down by Constitutional Office divisions, employees, retirees and dependents, specifying type of service, estimated cost diverted from health plan, and including totals that will identify savings and return on investment if not available by the County's Health Insurance Claims Administrator.
- 3.11 Provide monthly, quarterly and annual Health Center utilization/frequency reports identifying type of service, appointment scheduling timeframe and overall average scheduling timeframe; as well as service wait times and overall average service wait times.
- 3.12 Provide monthly, quarterly and annual prescription utilization reports, identifying prescription name, quantity, cost, dispensing fees, estimated cost diverted from health plan, etc., if not available by the County's Health Insurance Claims Administrator.

IV. PERFORMANCE MEASURES:

- 4.01 Both parties agree to work together to improve quality metrics (including patient satisfaction survey), and process improvement activities.

- 4.02 County agrees to continually promote and advertise Health Center services to maximize interest and usage of Health Center.
- 4.03 Health Center agrees to make most appointment scheduling on the same day or within a 24-hour timeframe, provide a designated amount of "walk-in" appointments for urgent/necessary care agreed upon by both parties based on utilization review, and to minimize patient wait times not to exceed 15 minutes.
- 4.04 If Health Center fails to meet the appointment scheduling specifications outlined in 4.03, the parties agree to revisit this Agreement and make changes, up to and including a reduction in the per member per month cost or termination of this agreement.

V. COST OF SERVICE AND PAYMENT SCHEDULE:

- 5.01 County agrees to pay Health Center the following:
1. Year One: \$17 per member per month for 2,500 members, with \$16 for Medical, Lab/X-ray, Prescription RX dispensing, and Behavioral Health; \$1 per member per month for Emergency Dental; for a total of \$510,000.
  2. Year Two: \$18 per member per month for 3,000 members, with \$17 for Medical, Lab/X-ray, Prescription RX dispensing, and Behavioral Health; \$1 per member per month for Emergency Dental; for a total of \$648,000.
  3. Year Three: \$18 per member per month for 3,500 members, with \$17 for Medical, Lab/X-ray, Prescription RX dispensing, and Behavioral Health; \$1, per member per month for Emergency Dental; for a total of \$756,000.
- 5.02 The Health Center shall break down the annual service fee into monthly invoices and submit to County for payment on the first of each month
- 5.03 The County shall process each monthly invoice and submit payment to the Health Center via ACH electronic funding transfers.
- 5.04 Both parties agree to revisit this Agreement and fee for services if participation exceeds specified member quantities in Section 5.01.
- 5.05 The Health Center identifies its RX cost on non-generic or non-brand drugs to the County will be based on the lower of the Average Wholesale Price (AWP), Pharmacy Benefit Manager (PBM) negotiated rate or rate obtained by Heart of Florida's participation in the 340b program. Prices are subject to change based upon 340B pricing environment. The Heart of Florida dispensing fee will be \$1.00.

VI. TERM, TERMINATION, AND AMENDMENTS:

- 6.01 Term of Agreement. Unless terminated earlier, pursuant to this Agreement, the term of this Agreement shall be for a period of three (3) years, commencing as of the Effective Date.
- 6.02 Termination. Health Center and County agree that this Agreement may be terminated at any time without cause by providing the other party with hundred twenty (120) days prior written notice of notice of intent to terminate.
- 6.03 Effect of Termination. Termination of this Agreement shall not affect any rights or obligations of the parties hereunder which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 6.04 Amendments. The terms of this Agreement may be amended at any time only by formal written amendment to this Agreement, executed by all parties. All amendments shall be attached to and become a part of this Agreement.

VII. INSURANCE REQUIREMENTS

- 7.01 Health Center shall maintain adequate insurance coverage to protect its own interests and obligations under this agreement including but not limited to workers' compensation and liability insurance.

VIII. INDEMNIFICATION

- 8.01 The Health Center agrees to indemnify and hold harmless the County, its officers, employees, and agents from any and all liability or claims arising out of the negligence or willful misconduct of the Health Center, to include officers, employees & contract employees, in connection with the Health Center program undertaken pursuant to this Agreement.

IX. NOTICES:

- 9.01 Notices. All notices by either party required or permitted by this Agreement shall be in writing and delivered by registered or certified mail with the United States Postal Service, postage prepaid, return receipt requested, by overnight delivery (for which evidence of delivery is obtained by the sender), or by hand delivery, to the representatives specified herein.

The name and address of the representative of Health Center for this Agreement is:

Jamie Ulmer, CEO  
Heart of Florida Health Center, Inc.  
2553 E. Silver Springs Blvd  
Ocala, FL 34470

The name and address of the representative of County for this Agreement is:

Amanda Tart, Human Resources Director  
Marion County Board of County Commissioners  
521 SE 26<sup>th</sup> Court  
Ocala, FL 34471

X. SPECIAL PROVISIONS:

- 10.01 Environmental Tobacco Smoke Clause. The Health Center and any subcontractors agree to comply with the Pro-Children Act of 1994, Public Law 103-227, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded health services on a routine or regular basis to children up to age 18. This law also applies to children's services provided in indoor facilities which are constructed, operated, or maintained with such federal funds. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Public Law 103-227 does not apply to children's services which are 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 WIC coupons are redeemed.
- 10.02 Torts Act. Health Center is covered by the Federal Torts Act.
- 10.03 HIPAA. Where applicable, all parties will comply with the Health Insurance Portability and Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162 and 164).
- 10.04 Assignability. This Agreement or any duty or obligation of performance hereunder may not be assigned by either party without the prior consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.
- 10.05 Terms and Conditions. The terms and conditions set forth in this Agreement constitute all of the terms and conditions to which the parties have agreed, and no other terms or conditions in the future shall be valid or binding on either party, unless reduced to writing, executed by both parties, and attached to this Agreement as an amendment.
1. If, under this Agreement, the Health Center is providing services and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, the Health Center shall:

- A. Keep and maintain public records required by the County to perform the service;
- B. Upon request from the County's custodian of records, provide the 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;
- C. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Health Center does not transfer the records to the County; and;
- D. Upon completion of the Agreement, transfer, at no cost, to the County, all public records in possession of the Health Center or keep and maintain public records required by the County to perform the service. If the Health Center transfers all public records to the County upon completion of the Agreement, the Health Center shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Health Center keeps and maintains public records upon completion of the Agreement, the Health Center shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.
2. If the Health Center fails to provide the public records to the County within a reasonable time or otherwise fails to comply with this section, the Health Center may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of the Agreement by the County.
3. IF THE HEALTH CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HEALTH CENTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE GROUP'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations  
601 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-438-2300  
Fax: 352-438-2309

Email: [PublicRelations@MarionCountyFL.org](mailto:PublicRelations@MarionCountyFL.org)




XI. APPLICABLE LAW:


- 11.01 This Agreement and all of its terms and conditions shall be governed by Florida law.
- 11.02 This Agreement shall also be affected and governed by federal law with respect to payment and "anti-kickback" provisions under the United States code and such other matters as may be appropriately governing by federal law such as the HIPAA provisions and appropriate medical and medical records acts which may be applicable.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement effective the day and year first above written.

ATTEST:

**MARION COUNTY BOARD OF  
COUNTY COMMISSIONERS, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

  
\_\_\_\_\_  
David R. Ellspermann, Clerk of Court

By:   
\_\_\_\_\_  
Kathy Bryant, Chairman

Date: August 18, 2020

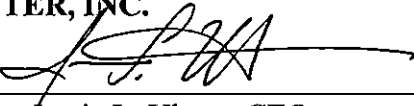
Date: August 18, 2020

Approved as to Form and Legal Sufficiency  
for Marion County Reliance Only

  
\_\_\_\_\_  
Matthew Minter, County Attorney

Date: 8.18.2020

**HEART OF FLORIDA HEALTH  
CENTER, INC.**

By:   
\_\_\_\_\_  
Jamie L. Ulmer, CEO

Date: 8/17/2020