

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3543

SECTION 1 - GENERAL INFORMATION
 Requesting Department: OMB Contact Person: Chris Lacambra
 Telephone: (904) 530-6010 Email: clacambra@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Nassau County Health Department
 Address: 1620 Nectarine Street
 City: Fernandina Beach State: FL Zip Code: 32034
 Vendor's Administrator Name: Sherri Sayre Title: Government Operations Consultant II
 Telephone: (904) 557-9143 Email: Sherri.Sayre@flhealth.gov

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Kerry Waldron, MPH
 Authorized Signatory Email: Kerry.Waldron@flhealth.gov
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Nassau County Health Department
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: County Medically Indigent Program
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other _____
 Total Amount of Contract: \$80,000 (Estimate if necessary)
 Account Number: 01691561-549611
 Source of Funds: County State Federal Other: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: NA
 Risk Manager Initials: _____

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____
 Account Code Change From: _____ To: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|--|
| 1. <u>Chris Lacambra</u> <u>10/18/2023</u>
Department Head/Contract Manager Date | 3. _____ Date
Procurement Date
<i>(Signature required only if procurement related)</i>
<u>Denise C. May</u> <u>10/19/2023</u> |
| 2. <u>Chris Lacambra</u> <u>10/18/2023</u>
Office of Mgmt. & Budget Date | 4. _____ Date
County Attorney Date <u>10/19/2023</u> |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Popey AICP 10/20/2023
 _____ Date
 County Manager

**MEMORANDUM OF AGREEMENT
between
Board of County Commissioners,
Nassau County, FL
and
Nassau County Health Department**

This Memorandum of Agreement, hereinafter referred to as MOA, is entered into by and between the **Nassau County Health Department** hereinafter referred to as NCHD and **the Board of County Commissioners, Nassau County, FL** hereinafter referred to as the BOCC.

WHEREAS, the Health Care Responsibility Act (HCRA), located at Sections 154.301 through 154.331, Florida Statutes, places the financial responsibility for emergency services received at a participating hospital or a regional referral hospital by a qualified indigent patient who is a certified resident of a county in the State of Florida, but is not a resident of the county in which the participating hospital or regional referral hospital is located, is the obligation of the county of which the qualified indigent patient is a resident; and

WHEREAS, the HCRA program assists eligible patients with payments for services provided by hospitals; and

WHEREAS, the HCRA program pays hospitals that provide emergency life-threatening or pre-authorized services; and

WHEREAS, the County Medically Indigent Program (CMIP) is a follow-on program to HCRA which provides early intervention to reduce the incidence of emergency room admissions and to provide assistance to clients who cannot otherwise afford maintenance medications; and

WHEREAS, the CMIP is a partnership with the hospitals and health care providers and the CMIP will pay for pre-authorized medical services which will be provided by a specialist at the physician's office or other health care facility; and

WHEREAS, the CMIP funds may also be used to pay for necessary prescriptive medications but CMIP funds will not be used to pay for facility or hospital charges; and

WHEREAS, the NCHD provides the coordination of the CMIP in order to provide financial assistance to eligible Nassau County residents needing specialty physician services; and

WHEREAS, the BOCC recognizes the importance of the NHCD's efforts in regard to the CMIP and desires to provide funding to the same as set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of mutually agreed upon consideration, the parties agree as follows:

Section 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety by this reference.

Section 2. NHCD Responsibilities.

2.1 NCHD agrees:

- a. to manage the CMIP; specifically, to refer eligible clients for specialty medical services and for necessary medications and drugs based on financial and medical criteria established by NCHD.
- b. to ensure that financial eligibility shall be based on the guidelines of the HCRA.
- c. to pay service delivery providers at the prevailing Medicaid reimbursement rate or the appropriate drug wholesale rate.
- d. to notify the BOCC when funds have been expended.
- e. to verify that the total funds available for this project are \$80,000.

Section 3. BOCC Responsibilities.

3.1 BOCC agrees:

- a. that the total funds available for the CMIP project are \$80,000.
- b. that it will not require the expenditure of any other NCHD operating funds for CMIP.

Section 4. Patients to be Served.

4.1 Patients shall be screened for eligibility by NCHD and shall be Nassau County residents that meet financial and medical eligibility criteria.

Section 5. Service Report.

5.1 NCHD shall submit an annual Service Report to the BOCC on or before October 31, 2024. The Service Report shall consist of the number of county residents referred for services during the preceding year, the number of expenditures during the preceding year and the available balance.

Section 6. Records.

6.1 a. NCHD shall be governed by the State of Florida, Department of Health, Information Security Policies, Protocols and Procedures, October 2023. Records, for the purposes of this MOA, shall include any written or electronic information that contains identifying information about the patient including but not limited to names and addresses.

b. NCHD shall maintain records for at least 5 years from the final day that services were provided under this MOA.

6.2 The County is a public agency subject to Chapter 119, Florida Statutes. **IF NCHD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NCHD’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that NCHD is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, NCHD shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County’s custodian of public 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 this chapter or as otherwise provided by law.

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

d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of NCHD or keep and maintain public records required by the County to perform the service. If NCHD transfers all public records to the County upon completion of the Agreement, NCHD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NCHD keeps and maintains public records upon completion of the Agreement, NCHD shall meet all applicable requirements for retaining public records. All records stored electronically shall 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.

6.3 A request to inspect or copy public records relating to the County's agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify NCHD of the request, and NCHD shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

6.4 If NCHD does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

6.5 If NCHD fails to provide the public records to the County within a reasonable time, NCHD may be subject to penalties under Section 119.10, Florida Statutes.

6.6 If a civil action is filed against NCHD to compel production of public records relating to the Agreement, the Court shall assess and award against NCHD the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that NCHD unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that NCHD has not complied with the request, to the County and to NCHD.

6.7 A notice complies with this Section, if it is sent to the County’s custodian of public records and to NCHD at NCHD’s address listed on its Agreement with the County or to NCHD’s registered agent. Such notices shall be sent to the address listed above for each party.

6.8 If NCHD complies with a public records request within eight (8) business days after the notice is sent, NCHD is not liable for the reasonable costs of enforcement.

Section 7. Term of Agreement.

7.1 This MOA shall be effective for the period of October 1, 2023 through September 30, 2024.

Section 8. Termination.

8.1 Either party may terminate this MOA without cause by providing no less than thirty (30) calendar day’s written notice to the other party, unless both parties agree upon a lesser time in writing. Such notice may be delivered personally or by certified mail, return receipt requested.

Section 9. Governing Law, Venue and Compliance with Laws.

9.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

9.2 NCHD shall comply with any applicable regulatory requirements including federal, state, and local laws, rules, regulations codes, orders, criteria and standards.

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NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

3/5/2024

TACO E. POPE, AICP, COUNTY MANAGER
ITS: DESIGNEE

Approved as to form by the

Denise C. May

Denise C. May
Nassau County Attorney

10/19/2023

Date

**NASSAU COUNTY HEALTH
DEPARTMENT**

Kerry S. Waldron

Mr. Kerry Waldron, MPH
Interim Administrator

10/19/2023

Date