## MEDICAL SYSTEM OF CARE AGREEMENT FISCAL YEAR 2025-2026

THIS AGREEMENT is made and entered this 21<sup>52</sup> day of October, 2025, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and THE LOCAL HEALTH COUNCIL OF EAST CENTRAL FLORIDA, INC., a Florida not-for-profit organization, whose address is 5931 Brick Court, Suite 164, Winter Park, Florida 32792, hereinafter referred to as "HEALTH COUNCIL".

#### WITNESSETH:

WHEREAS, HEALTH COUNCIL provides an array of outpatient medical health treatment services to uninsured and underinsured residents of Seminole County, Florida, either for free or on a reduced cost basis; and

WHEREAS, COUNTY has authorized funding of HEALTH COUNCIL, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, COUNTY has appropriated funds to assist in furtherance of this purpose,

**NOW, THEREFORE,** in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Effective Date and Term. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement, as determined by the date set forth

immediately below the respective signatures of the parties. Notwithstanding the Effective Date, the

term of this Agreement commences on October 1, 2025, and continues through September 30, 2026,

unless earlier terminated as provided in this Agreement.

Section 3. Termination. This Agreement may be terminated by either party at any time.

with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

as provided for in this Agreement, or, at the option of COUNTY, immediately in the event that

HEALTH COUNCIL fails to fulfill any of the terms, understandings, or covenants of this Agreement.

COUNTY will not be obligated to pay for any services provided or costs incurred by HEALTH

COUNCIL after HEALTH COUNCIL has received notice of termination. Upon termination of this

Agreement, HEALTH COUNCIL must immediately refund those funds to COUNTY, or otherwise

utilize as COUNTY directs, any unused funds provided under this Agreement. Any requirements set

forth in Sections 7, 8, 11, and 14 under this Agreement will survive the term of this Agreement as a

whole and any termination as provided for in this Agreement.

Services 4. Services. HEALTH COUNCIL must use funds from this Agreement in

conjunction with monies granted by the State of Florida, the federal government, or any public or

private agency to enhance and sustain a "Medical System of Care" that will coordinate medical

services and resources and maximize the number of qualifying uninsured and underinsured residents

of Seminole County, Florida receiving medical services either for free or on a reduced cost basis as

described in the Scope of Work attached to this Agreement as Exhibit A and incorporated by

reference.

Section 5. Revenue from Other Sources. HEALTH COUNCIL must furnish COUNTY

with information regarding all revenues relating to the programs or services that are the subject of this

Agreement received by HEALTH COUNCIL during the term of this Agreement. It is understood

that HEALTH COUNCIL has not previously entered into, and will not enter into, an agreement with

Medical System of Care Agreement Fiscal Year 2025-2026 Page 2 of 19 any other party, including service recipients under this Agreement, whereby HEALTH COUNCIL would be paid for providing the above services except as specified in Section 4 above.

Section 6. Insurance Requirements.

(a) HEALTH COUNCIL agrees to maintain at all times throughout the duration of this

Agreement, and at its sole expense, the insurance required under this Section and have this

insurance approved by COUNTY's Risk Program Manager with the Resource Management

Department.

(1) HEALTH COUNCIL will require and ensure that each of its subcontractors

providing services hereunder (if any) procures and maintains until the completion of their

respective services, insurance of the types and to the limits specified in this Section and in Exhibit

D, attached to and incorporated in this Agreement by reference.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the

insurance furnished by HEALTH COUNCIL will relieve HEALTH COUNCIL of its full

responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by, or the provisions

of the policies of insurance purchased and maintained by HEALTH COUNCIL in accordance with

this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both,

in any way relieves or decreases the liability of HEALTH COUNCIL.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the

provisions of the insurance furnished, HEALTH COUNCIL must promptly provide to COUNTY

such additional information as COUNTY may reasonably request, and HEALTH COUNCIL must

remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever

give rise to any duty on the part of COUNTY to exercise this authority for the benefit of HEALTH

COUNCIL or any other party.

(b) General Requirements.

(1) Before commencing work, HEALTH COUNCIL must furnish COUNTY

with a current Certificate of Insurance signed by an authorized representative of the insurer

evidencing the insurance required by this Section and Exhibit D, and including the following as

Certificate Holder:

Seminole County, Florida

Seminole County Services Building

1101 E. 1<sup>st</sup> Street

Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide

the COUNTY with, not less than thirty (30) days (10 days for non-payment) written notice prior

to the cancellation or non-renewal of coverage. Until such time as the insurance is no longer

required to be maintained, HEALTH COUNCIL must provide COUNTY with a renewal or

replacement Certificate of Insurance before the expiration or replacement of the insurance for

which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the

COUNTY, HEALTH COUNCIL must, within thirty (30) days after receipt of the request, provide

COUNTY with a certified copy of each of the policies of insurance providing the coverage

required by this agreement. Certified copies of policies may only be provided by the Insurer, not

the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and

approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

Medical System of Care Agreement Fiscal Year 2025-2026 Page 4 of 19 The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by HEALTH COUNCIL.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

on appeal must not be included within the policy limits, but must remain the responsibility of

insurer.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim

must be paid to COUNTY, and COUNTY will apportion the proceeds between COUNTY and

HEALTH COUNCIL as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its officials, officers, and

employees must be included as Additional Insureds under General Liability, Umbrella Liability,

and Business Auto policies.

(7) Coverage: The insurance provided by HEALTH COUNCIL pursuant to this

Agreement must apply on a primary and non-contributory basis and any other insurance or self-

insurance maintained by the Seminole County Board of County Commissioners or COUNTY's

officials, officers, or employees will be in excess of and not contributing with the insurance

provided by HEALTH COUNCIL.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver

of Subrogation clause in favor of Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement will not apply to any policy that includes

a condition that specifically prohibits such an endorsement or voids coverage should the Named

Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies

required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance

must meet the following requirements.

(1) Such companies must be either: (i) authorized by maintaining Certificates

of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of

the State of Florida to conduct business in the State of Florida, or (ii) with respect only to the

coverage required by this agreement for Workers' Compensation/Employer's Liability, authorized

as a group self-insurer by Section 624.4621, Florida Statutes (2025), as that statute may be

amended from time to time.

(2) In addition, such companies other than those authorized by Section

624.4621, Florida Statutes (2025), as that statute may be amended from time to time, must have

and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better

according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance

coverage required by this Agreement, an insurance company:

(A) loses its Certificate of Authority or Letter of Eligibility;

(B) no longer complies with Section 624.4621, Florida Statutes (2025),

as that statute may be amended from time to time; or

(C) fails to maintain the Best's Rating and Financial Size Category,

HEALTH COUNCIL must, as soon as HEALTH COUNCIL has knowledge of any such

circumstance, immediately notify COUNTY and upon request of COUNTY, immediately replace

the insurance coverage provided by the insurance company with a different insurance company

meeting the requirements of this Agreement. Until such time as HEALTH COUNCIL has replaced

the unacceptable insurer with an insurer acceptable to the COUNTY, HEALTH COUNCIL will

be deemed to be in default of this Agreement.

(d) <u>Specifications</u>. Without limiting any of the other obligations or liabilities of HEALTH COUNCIL, HEALTH COUNCIL must, at HEALTH COUNCIL's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by HEALTH COUNCIL and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A)

and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation

Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate,

coverage is to be included for the United States Longshoremen and Harbor Worker's

Compensation Act, Federal Employer's Liability Act and any other applicable Federal or State

law.

(B) Subject to the restrictions of coverage found in the standard

HEALTH COUNCIL's insurance must cover HEALTH COUNCIL

Workers' Compensation and Employer's Liability Policy, there must be no maximum limit on the

amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if

applicable, the United States Longshoremen's and Harbor Worker's Compensation Act or any

other coverage customarily insured under Part One of the standard Workers' Compensation and

Employer's Liability Policy.

(C) The minimum limits to be maintained by HEALTH COUNCIL are

as specified in Exhibit D.

(D) Any Vendor/Contractor using an employee leasing company must

complete the COUNTY'S Leased Employee Affidavit.

(2) <u>Commercial General Liability</u>.

(A) HEALTH COUNCIL's insurance must cover HEALTH COUNCIL

for those sources of liability which would be covered by the latest edition of the standard

Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State

of Florida by the Insurance Services Office. HEALTH COUNCIL agrees coverage will not

contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual

Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by HEALTH COUNCIL are

as specified in Exhibit D.

(C) Seminole County, Florida, its officials, officers, and employees are

to be included as Additional Insureds. ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37or

their equivalent must be used to provide such Additional Insured status.

Section 7. Indemnification.

(a) HEALTH COUNCIL will hold harmless and indemnify COUNTY from and against

any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind.

type of nature which COUNTY may sustain, suffer or incur, or be required to pay by reason or as a

result of the following: the loss of any monies paid to HEALTH COUNCIL resulting out of HEALTH

COUNCIL's fraud, defalcation, dishonesty, or failure of HEALTH COUNCIL to comply with

applicable laws or regulations; or any willful or negligent act or omission of HEALTH COUNCIL in

the performance of this Agreement or any part of it; or as may otherwise result in any way or instance

whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property

damage attributable to the negligent acts or omissions arising out of this Agreement of that party and

the officers, employees, and agents of the parties, to the extent permitted by law.

COUNTY expressly acknowledges and accepts its responsibility under applicable

law, and to the extent permitted by law, agrees to indemnify, defend and hold HEALTH COUNCIL

harmless for loss, damage, or injury to persons or property, arising out of or resulting from

COUNTY's acts or omissions activities described in Section 7(b) above, unless, however, such

claim or demand arises out of or results from the negligence of HEALTH COUNCIL its servants,

agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of

its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes

(2025), as this statute may be amended from time to time.

(d) HEALTH COUNCIL expressly acknowledges and accepts its responsibility under

applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold COUNTY

harmless for loss, damage, or injury to persons or property, arising out of or resulting from

HEALTH COUNCIL's acts or omissions activities described in Section 7(b) above, unless,

however, such claim or demand arises out of or results from the negligence of COUNTY, its

servants, agents, employees, or assigns.

(e) The principles of comparative negligence apply to loss, damage or injury as specified

in subsections (a) and (b) of this Section where the negligence of both HEALTH COUNCIL and

COUNTY and their respective servants, agents, employees or assigns are involved, subject to any

limitations provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended

from time to time.

(c)

(f) The parties further agree that nothing contained in this Agreement may be construed

or interpreted as denying to any party any remedy or defense available to such parties under the laws

of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver

provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended from time to

time.

(g) The waiver of a provision in Section 6 concerning insurance by either party will

not constitute the further waiver of Section 6 or the waiver of any other provision of this

Agreement.

Section 8. Billing and Payment. COUNTY hereby agrees to reimburse HEALTH

COUNCIL up to a maximum sum of ONE HUNDRED FORTY-TWO THOUSAND AND NO/100

DOLLARS (\$142,000.00) for all services provided under this Agreement during the term of this

Agreement. This sum is payable upon fulfillment of the following conditions:

(a) Receipt by COUNTY of a Request for Payment Form in the format attached to and

incorporated in this Agreement as Exhibit C, to COUNTY on or before the 10th of each month. Any

monthly reports submitted after the 10th of each month will require written justification for the delayed

submission. This Request for Payment must only be for services specifically provided for under this

Agreement; and

(b) Verified by the Director of COUNTY's Community Services Department that the

services for which reimbursement is sought complies with service projections as described in the

Scope of Work and that HEALTH COUNCIL has complied with the reporting requirements

contained in this Agreement.

(c) Payment requests must be sent to:

Kelly Welch

Seminole County Community Services Department

520 W. Lake Mary Boulevard, Suite 100

Sanford, Florida 32773

Medical System of Care Agreement Fiscal Year 2025-2026 Page 10 of 19 Section 9. Reporting Requirements.

(a) HEALTH COUNCIL must submit to COUNTY on a monthly basis a report in the

format attached to and incorporated in this Agreement as Exhibits B, Performance Report, which

includes the following:

(1) statistics representing the month's achievements and services provided to

COUNTY including, if applicable, the number of clients served;

statistics showing the cumulative achievements and services provided to

COUNTY to date; and

(2)

(3) a narrative assessment of progress toward accomplishing goals and objectives

for service to COUNTY. This assessment must be in paragraph form and include such information

as the general progress of HEALTH COUNCIL pursuant to this Agreement and any problems relating

to the services to be provided pursuant to this Agreement that might exist for HEALTH COUNCIL,

and special comments on particular program components.

(b) Such additional information as required by COUNTY to assess program

effectiveness.

(c) HEALTH COUNCIL must submit to COUNTY within thirty (30) days of expiration

or termination of this Agreement a final report detailing the efforts initiated and completed by

HEALTH COUNCIL to leverage additional resources and partners with regard to the subject matter

of this Agreement.

Section 10. Unavailability of Funds. If COUNTY learns that funding from the State of

Florida or the federal government cannot be obtained or continued on a matching basis, as applicable,

this Agreement may be terminated immediately, at the option of COUNTY, by written notice of

termination to HEALTH COUNCIL as provided in this Agreement. COUNTY will not be obligated

to pay for any services provided or costs incurred by HEALTH COUNCIL after HEALTH

Medical System of Care Agreement Fiscal Year 2025-2026 Page 11 of 19 COUNCIL has received such notice of termination. In the event there are any unused COUNTY

funds, HEALTH COUNCIL must promptly refund those funds to COUNTY or otherwise use such

funds as COUNTY directs.

Section 11. Access to Records. HEALTH COUNCIL will allow COUNTY, its duly

authorized agent, and the public access to such of HEALTH COUNCIL's records as are pertinent to

all services provided hereunder at reasonable times and under reasonable conditions for inspection

and examination in accordance with Chapter 119, Florida Statutes (2025), as this statute may be

amended from time to time, and the Health Insurance Portability and Accountability Act of 1996

(HIPAA), Public Law 104-191, 42 U.S.C. §§ 1301d to d-9 (2025), 45 C.R.F. §§ 160, 162, and 164

(2025), as these statutes and regulations may be amended from time to time.

Section 12. Audit. HEALTH COUNCIL must submit to COUNTY an audit report for the

term of this Agreement on or before December 31, 2025, or within ninety (90) days following the

termination of this Agreement, whichever occurs earlier.

Section 13. Public Records Law.

(a) HEALTH COUNCIL acknowledges COUNTY's obligations under Article 1.

Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be

amended from time to time, to release public records to members of the public upon request.

HEALTH COUNCIL acknowledges that COUNTY is required to comply with Article 1, Section

24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended

from time to time, in the handling of the materials created under this Agreement and that said

statute controls over the terms of this Agreement. Upon COUNTY's request, HEALTH

COUNCIL must provide COUNTY with all requested public records in HEALTH COUNCIL's

possession, or allow COUNTY to inspect or copy the requested records within a reasonable time

Medical System of Care Agreement Fiscal Year 2025-2026 Page 12 of 19 and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes, as this statute may be amended from time to time.

- (b) HEALTH COUNCIL specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2025), as this statute may be amended from time to time, with regard to public records and must:
- (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
- (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, or as otherwise provided by law;
- (3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (4) Upon termination of this Agreement, HEALTH COUNCIL must transfer, at no cost to COUNTY, all public records in possession of HEALTH COUNCIL, or keep and maintain public records required by COUNTY under this Agreement. If HEALTH COUNCIL transfers all public records to COUNTY upon completion of this Agreement, HEALTH COUNCIL must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HEALTH COUNCIL keeps and maintains the public records upon completion of this Agreement, HEALTH COUNCIL must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

- (c) Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to HEALTH COUNCIL. HEALTH COUNCIL may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2025), as this statute may be amended from time to time.
- (d) IF HEALTH COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS THIS STATUTE MAY BE AMENDED FROM TIME TO TIME, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HEALTH COUNCIL MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY COUNTY MANAGERS OFFICE AT 407-665-7410, DDRAGER@SEMINOLECOUNTYFL.GOV 1101 E 1<sup>ST</sup> STREET, SANFORD, FL 32771.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

#### For COUNTY:

Department Director Seminole County Community Services Department 520 W. Lake Mary Boulevard, Suite 100 Sanford, Florida 32773

#### For HEALTH COUNCIL:

Jeff Feller, Executive Director
The Local Health Council of East Central Florida, Inc.
d/b/a Health Council of East Central, Florida, Inc.
5931 Brick Court, Suite 164
Winter Park, Florida 32792

Either of the parties may change, by written notice as provided above, the person or address

for receipt of notice.

Section 15. Assignments. Neither party to this Agreement may assign this Agreement or

any interest arising under this Agreement without the written consent of the other.

Section 16. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in

this Agreement including all Exhibits, which supersedes all oral agreements, negotiations, and

previous agreements between the parties relating to the subject matter of this Agreement. Exhibits

A, B, C, and D to this Agreement are hereby incorporated into this Agreement as if fully set forth

verbatim into the body of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this

Agreement will be valid only when expressed in writing and duly signed by both parties, except

as otherwise specifically provided in this Agreement.

Section 17. Compliance with Laws and Regulations. In providing all services pursuant to

this Agreement, HEALTH COUNCIL must abide by all statutes, ordinances, rules, and regulations

pertaining to or regulating the provisions of such services, including those now in effect and

subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute

a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement

immediately upon delivery of written notice of termination to HEALTH COUNCIL as provided

above.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is made for the

sole benefit of the parties to this Agreement and their respective successors and assigns and is not

intended to and will not benefit any third party. No third party has any rights under or as a result

of this Agreement or any right to enforce any provisions of this Agreement.

Medical System of Care Agreement Fiscal Year 2025-2026 Page 15 of 19 Section 19. Governing Law. The laws of the State of Florida and the ordinances,

resolutions, and policies of COUNTY not prohibited under federal or state law govern the validity,

enforcement, and interpretation of this Agreement. The parties hereby consent to venue in the

Circuit Court in and for Seminole County, Florida, as to actions arising under state law and the

United States District Court for the Middle District of Florida, Orlando Division, as to actions

arising under federal law.

Section 20. Interpretation. HEALTH COUNCIL and COUNTY agree that all words,

terms, and conditions contained in this Agreement are to be read in concert, each with the other,

and that a provision contained under one heading may be considered to be equally applicable under

another in the interpretation of this Agreement.

Section 21. Equal Opportunity. HEALTH COUNCIL agrees that it will not discriminate

against any eligible person receiving services under this Agreement because of race, color, religion,

sex, age, national origin, or disability. HEALTH COUNCIL will take steps to ensure an eligible

person receives such services without regard to race, color, religion, sex, age, national origin, or

disability.

Section 22. Severability. If any provision of this Agreement or the application of this

Agreement to any person or circumstance is held invalid, it is the intent of the parties that the

invalidity will not affect other provisions or applications of this Agreement which can be given

effect without the invalid provision or application, and to this end the provisions of this Agreement

are declared severable.

Section 23. Counterparts. This Agreement may be executed in any number of

counterparts each of which, when executed and delivered, constitutes an original, but all

counterparts together constitute one and the same instrument.

Medical System of Care Agreement Fiscal Year 2025-2026

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Section 24. Headings and Captions. All headings and captions contained in this

Agreement are provided for convenience only, do not constitute a part of this Agreement, and may

not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 25. Independent Contractors. It is agreed that nothing contained in this

Agreement is intended or may be construed in any manner as creating or establishing a relationship

of co-partners between the parties, or as constituting HEALTH COUNCIL, including its officers,

employees and agents, an agent, representative, or employee of COUNTY for any purpose or in

any manner whatsoever. The parties are to be and will remain independent contractors with respect

to all matters pertinent to this Agreement.

Section 26. Conflict of Interest.

(a) Each party agrees that it will not engage in any action that would create a conflict

of interest in the performance of its obligations pursuant to this Agreement with the other party or

which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida

Statutes (2025), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any

material interest (as defined in Section 112.312(15), Florida Statutes (2025), as the statute may be

amended from time to time, as over 5%) either directly or indirectly, in the business of the other

party to be conducted here, and that no such person will have any such interest at any time during

the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2025), as this statute may be

amended from time to time, the parties hereby agree that monies, if any, received from the other

party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or

any state or federal agency.

Medical System of Care Agreement Fiscal Year 2025-2026 Page 17 of 19 (d) Each party has the continuing duty to report to the other party any information that

indicates a possible violation of this Section.

Section 27. Employee Status. Persons employed by HEALTH COUNCIL in the

performance of services and functions pursuant to this Agreement are deemed not to be the

employees or agents of COUNTY, nor do these employees have any claims to pensions, workers'

compensation, unemployment compensation, civil service, or other employee rights or privileges

granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons

employed by COUNTY in the performance of services and functions pursuant to this Agreement

are deemed not to be the employees or agents of HEALTH COUNCIL, nor do these employees

have any claims to pensions, workers' compensation, unemployment compensation, civil service,

or other employee rights or privileges granted to HEALTH COUNCIL's officers and employees

either by operation of law or by HEALTH COUNCIL.

Section 28. Parties Bound. This Agreement is binding upon and inures to the benefit of

HEALTH COUNCIL and COUNTY and their successors and assigns.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the

purposes stated above.

ATTEST:

THE LOCAL HEALTH COUNCIL OF

EAST CENTRAL FLORIDA, INC.

d/b/a HEALTH COUNCIL OF EAST

CENTRAL FLORIDA, INC.

DEBBIE OWENS, Treasurer

[CORPORATE SEAL]

By: JEFF FILLER, Executive Director

Date: 10/21/2025

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Medical System of Care Agreement Fiscal Year 2025-2026 Page 18 of 19

#### ATTEST:

Exhibit D – Insurance Requirements

# BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:			
GRANT MALOY	By: JAY ZEMBOWER, Chairman			
Clerk to the Board of	·			
County Commissioners of	Date:			
Seminole County, Florida.				
For the use and reliance of	As authorized for execution by the Board of County			
of Seminole County only.	Commissioners at its, 20,			
Approved as to form and legal sufficiency.	regular meeting.			
County Attorney	_			
RM/vs 10/21/25 T:\Users\Legal Secretary CSB\Community Services\200	25 Agreements\Health Council Medical System of Care (FY 25-26).docx			
Attachments:  Exhibit A – Scope of Work  Exhibit B – Performance Report  Exhibit C – Request for Payment				

#### **EXHIBIT A - SCOPE OF WORK**

(Changes to be made by Seminole County Community Health)

#### **Seminole County Community Health**

**Agency Name:** Health Council of East Central Florida **OG#** 2656 **Vendor#** 301762

Point of Contact: Jeff Feller, Executive Director BU: 00100.069100.530340.3400660103

**Address:** 5931 Brick Court, Ste 164 Winter Park, FL 32792 **Contract Term:** 10/1/2024 - 9/30/2025

Contact Phone Number: 869-991-3652 Total Contracted Amount: \$142,000

Contact Email: jfeller@wellflorida.org

#### **SCOPE OF WORK**

Budget Categories		Total Approved Budget	Total Approved Unit	Approved Price Per Unit
Healthcare Navigation (Healthlink)	Intake, assessment and eligibility services, case plan development, linking residents to needed services and maintaining case notes.	\$46,000.00	12	\$3,833.33
Prescription Assistance Services	Assisting residents with obtaining free or reduced prescriptions and coordination with medical staff, pharmacies and medication manufacturers to link client with medically needed prescriptions, including assisting in the application for indigent prescription programs.	\$36,000.00	12	\$3,000.00
Medication/Prescriptions	Direct assistance to Seminole residents to obtain and pay for medically needed prescription assistance.	\$30,000.00		
Medical Procedures	Referral and payment for vouchers for minor medical procedures (outpatient procedures not requiring hospitalization, diagnostic testing, etc.)	\$30,000.00		
Total	0.00 \$ -	\$ 142,000		\$ (142,000)

Note: Please attach documentation substantiating expenditures. Supporting documentation must be submitted with each payment request. Failure to submit required documentation may result in denial of invoice or delayed payments.

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

Authorized Signature:	Date:
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#### **EXHIBIT B - PERFORMANCE REPORT**

#### **Seminole County Community Health**

Agency Name: Health Council of East Central Florida OG# 2656 Point of Contact: Jeff Feller, Executive Director

**Address:** 5931 Brick Court, Ste 164 Winter Park, FL 32792

Contact Phone Number: 869-991-3652

BU: 00100.069100.530340.3400660103

Vandor# 201762

Contact Email: jfelle	er@wellflorida.o <u>rg</u>		venuoi#	301702				
Invoice #:				Reporting Period:	October 1, 2025 - October 31, 2	025		
			<b>Performance Report</b>					
		Healt	hcare Navigation Servi	ices				
Unique Client ID	Date of Service	Type of Service	Service Category	Minutes	Notes/Comments			
otal # of Seminole Res	idents Served (unduplicated):	0			Total # of Healthcare Navigation Units	: 0		
		P	rescription Assistance					
Unique Client ID	Date of Service	Service Ca	ategory	Minutes	Notes/Comments			
otal # of Seminole Residents Served (unduplicated):					Total # of Healthcare Navigation Units:			
			t (Valid receipts must a	accompany invoice)				
Unique Client ID	Date of Script	Pharmacy	Name of Script	Cost	Notes/Comments			
tal # of Prescriptions:	0	Total # of Residents:		0	Total Cost: \$0.00			
rtai # of Frescriptions.	•	Medical Procedure Payn	nent (Valid receints mu					
Unique Client ID	Date of Procedure	Provider	<u> </u>	Cost	Name & Description of Proced	ure		
	2000 01110000001		, c	COSC		0		
Total # of Referra	ls/Vochers: 0	Total # of R	esidents:	0	Total Cost of Referrals/Vouchers	\$0.00		

Note: Please attach documentation substantiating expenditures. Supporting documentation must be submitted with each payment request. Failure to submit required documentation may result in denial of invoice or delayed payments.

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

Authorized Signature:	Date:

#### **EXHIBIT C - REQUEST FOR PAYMENT**

#### **Seminole County Community Health**

Agency Name: Health Council of East Central Florida OG# 2656 Vendor# 301762

Point of Contact: Jeff Feller, Executive Director BU: 00100.069100.530340.3400660103

Address: 5931 Brick Court, Ste 164 Winter Park, FL 32792

Contact Phone Number: 869-991-3652 Reporting Period: October 1, 2025 - October 31, 2025

Contact Email: jfeller@wellflorida.org Invoice #: 0

Budget Summary Report										
<b>Expenditures</b>										
Budget Categories	Total Approved Budget	Total Approved Unit	Approved Price Per Unit	Previous Billed Units	Previous Billed Amount	Current Units Requested	Current Payment Request	Payments Requested to Date	Units Remaining	Remaining Balance
Healthcare Navigation (Healthlink)	\$46,000.00	12	\$3,833.33		\$0.00	0.00	\$0.00	\$0.00	12	\$46,000.00
Prescription Assistance Services	\$36,000.00	12	\$3,000.00		\$0.00	0.00	\$0.00	\$0.00	12	\$36,000.00
Medication/Prescriptions	\$30,000.00					0.00	\$0.00	\$0.00		\$30,000.00
Medical Procedures	\$30,000.00					0.00	\$0.00	\$0.00		\$30,000.00
Total	\$142,000.00			0.00	\$0.00	0.00	0.00	0.00	\$ 24	\$142,000.00

Note: Please attach documentation substantiating expenditures. Supporting documentation must be submitted with each payment request. Failure to submit required documentation may result in denial of invoice or delayed payments.

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).



#### **EXHIBIT D**

### **Insurance Requirements**

#### Fiscal Year 2025-2026

The following minimum insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation: Statutory

Employers' Liability: \$ 250,000 Each Accident

\$ 250,000 Disease Aggregate

\$ 250,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 500,000 Per Occurrence

\$ 500,000 General Aggregate

\$ 500,000 Products and Completed Operations

\$ 500,000 Personal and Advertising Injury