

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

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”, and **THE LOCAL HEALTH COUNCIL OF EAST CENTRAL FLORIDA, INC. d/b/a 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”.

W I T N E S S E T H:

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. Term. Notwithstanding the date of execution, the term of this Agreement shall commence on October 1, 2025, and continue through April 1, 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

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. 1st 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.

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) Insurance Company Requirements. 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) Specifications. 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) HEALTH COUNCIL's insurance must cover HEALTH COUNCIL 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 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) Commercial General Liability.

(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 37 or 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.

(c) 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.

(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 SEVENTY ONE THOUSAND AND NO/100 DOLLARS (\$71,000.00) 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

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;

(2) statistics showing the cumulative achievements and services provided to COUNTY to date; and

(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

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

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 1ST 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.

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.

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.

(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

By: _____
JEFF FELLER, Executive Director

[CORPORATE SEAL]

Date: _____

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance of
of Seminole County only.

As authorized for execution by the Board of County
Commissioners at its _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

RM/vs
11/21/25

T:\Users\Legal Secretary CSB\Community Services\2025 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 D – Insurance Requirements