

5  
**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: January 17, 2007

Division: Employee Services

Bulk Item: Yes X No    

Department: Benefits Office

Staff Contact Person/Phone #: Maria F. Gonzalez X4448

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**AGENDA ITEM WORDING:** Approval to renew the contract with KPHA which provides Pre-admission Certification and Medical Case Management services of the County's Health Insurance Program.

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**ITEM BACKGROUND:** The contract expires February 28, 2007.

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**PREVIOUS RELEVANT BOCC ACTION:** At the November 15, 2006 meeting, the BOCC approved the advertising for bids for this Contract which expires February 28, 2007.

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**CONTRACT/AGREEMENT CHANGES:** Amend the existing contract to extend the renewal period to expire September 30, 2008.

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**STAFF RECOMMENDATIONS:** Due to this contract having some correlation with the Self-insured Group Health Program Third Party Administrator for claims administration Contract, it is more sensible to extend the KPHA contract and advertise for both contracts simultaneously. Staff recommends the approval to extend the existing contract with KPHA until September 30, 2008.

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**TOTAL COST:** none

**BUDGETED:** Yes X No    

**COST TO COUNTY:** N/A

**SOURCE OF FUNDS:** N/A

**REVENUE PRODUCING:** Yes     No X **AMOUNT PER MONTH**     **Year**    

**APPROVED BY:** County Atty *MS* OMB/Purchasing *MS* Risk Management *MS* *1-3-07*

**DOCUMENTATION:** Included X Not Required    

**DISPOSITION:**    

**AGENDA ITEM #**





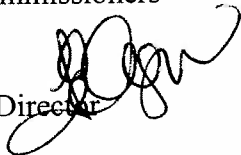
**BOARD OF COUNTY COMMISSIONERS**

Mayor Mario Di Gennaro, District 4  
Mayor Pro Tem Dixie M. Spehar, District 1  
George Neugent, District 2  
Charles "Sonny" McCoy, District 3  
Sylvia J. Murphy, District 5

Office of the Employee Services Division Director  
The Historic Gato Cigar Factory  
1100 Simonton Street, Suite 268  
Key West, FL 33040  
(305) 292-4458 – Phone  
(305) 292-4564 - Fax



TO: Board of County Commissioners

FROM: Teresa E. Aguiar,   
Employee Services Director

DATE: December 27, 2006

SUBJ: Approval to amend contract to extend

This item requests approval to amend the KPHA contract which provides Pre-admission Certification and Medical Case Management services of the County's Health Insurance Program. The last bid was February 18, 2004 and the contract expires February 28, 2007.

Due to the Contract for the Self-insured Group Health Program Third Party Administrator for claims administration not expiring until September 30, 2008, it will be a more sensible approach to extend the KPHA contract and request proposals or qualifications for both contracts simultaneously.

It is staff's recommendation to approve the extension of the Contract and continue to do business with KPHA for the period of March 1, 2007 – September 30, 2008.

**SECOND AMENDMENT  
TO  
EMPLOYER-PROVIDER NETWORK AND  
UTILIZATION REVIEW AND CASE MANAGEMENT SERVICES  
AGREEMENT**

THIS SECOND AMENDMENT is entered into on the \_\_\_\_ day of January 2007, to the Agreement between Keys Physician-Hospital Alliance ("KPHA") and Monroe County ("County") dated the first day of March, 2004.

**WHEREAS**, the Agreement between the parties was to terminate on March 1, 2007 ; and

**WHEREAS**, the parties have mutually agreed to continue the Agreement; and

**WHEREAS**, it is in best interest of County and serves a public purpose to continue with the services provided KPHA, and

**WHEREAS**, KPHA wishes to continue with the service it provides to County.

**NOW THEREFORE**, in consideration of the mutual promises and considerations, the parties agree to amend the Agreement as follows:

1. SECTION 10. TERM shall be amended as follows:

"10. TERM. This Agreement shall continue to be in effect from March 1, 2007 until September 30, 2008."

2. The remaining terms of the Agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have been executed this Agreement as of the date first written above.

Board of County Commissioners  
Of Monroe County

Attest:

Danny L. Kohlage, Clerk

By: \_\_\_\_\_

Mario Di Gennaro, Mayor

Date: \_\_\_\_\_

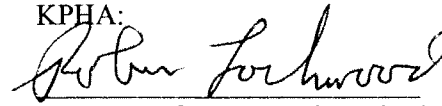
By: \_\_\_\_\_

Deputy Clerk

Date: \_\_\_\_\_

Witness to KPHA:

KPHA:



Signature of person with Authority to

Sign on behalf of Corporation

Robin Lockwood

Print Name President


DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

DATE: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date 1-2-07

CONTRACT AMENDMENT

This amendment to agreement is made and entered into this 18th day of May, 2005, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "EMPLOYER" and KEYS PHYSICIAN-HOSPITAL ALLIANCE, hereinafter referred to as "KPHA".

WHEREAS, EMPLOYER and KPHA entered into an agreement on March 1, 2004 for the purpose of providing a provider network, utilization review and case management; and

WHEREAS, it is now necessary for the KPHA to retain large case and utilization review documentation in their system;

Now therefore, the parties agree as follows:

1. Paragraph four under #3 – Utilization Management and Quality Assurance of the agreement dated March 1, 2004 shall be revised, effective May 1, 2005, to read as follows:

"Utilization Review and Large Case Management services will be performed according to pre-set protocols developed in conjunction with the claims administrator's (Acordia National) standards and all documentation will be maintained by the KPHA."

2. All other provisions of the Agreement entered March 1, 2004, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement amendment the day first written above.

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By *Gemela Hamrick*  
Deputy Clerk

By *Dixie M. Spehar*  
Mayor Dixie M. Spehar

KEYS PHYSICIAN-HOSPITAL ALLIANCE

By *Robin Lockwood MD*  
ROBIN LOCKWOOD, M.D., President

MUNROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*Suzanne A. Hutton*  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
4/29/05

**EMPLOYER-PROVIDER NETWORK  
AND  
UTILIZATION REVIEW AND CASE MANAGEMENT SERVICES  
AGREEMENT**

THIS AGREEMENT is entered into as of this first day of MARCH 2004 by and between Keys Physician-Hospital Alliance ("KPHA") and the County of Monroe ("County"), hereon referred to as "Employer".

**RECITALS**

**WHEREAS**, the KPHA has established a network of participating health care providers, which providers, pursuant to the terms and conditions of provider agreements with KPHA, have agreed to deliver medical services in a cost effective manner to persons covered under the health benefit plans and policies of Employer.

**WHEREAS**, KPHA has agreed to provide utilization review and case management services to Employer and personnel, dependents, Cobra beneficiaries and eligible retirees covered under the health benefit plans and policies of Employer.

**WHEREAS**, Employer administers the health care benefit plans and has the express authority, by signing this Agreement, to bind the Employer to all of the terms and conditions of this Agreement.

**WHEREAS**, Employer desires and agrees to offer KPHA Provider Network to persons covered under the Employers health benefits plans;

Now, **THEREFORE**, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are hereby incorporated by reference and made a substantive part hereof.
2. **LIST OF PARTICIPATING PROVIDERS**. KPHA shall provide Employer with a list of Participating Providers, to include hospitals, physicians, dentists, pharmacies, and other ancillary health services, and shall provide Employer with periodic updates of the Network roster of Participating Providers from time to time. Such updates will be at least semi-annually and in such a printed format as distributable to persons covered under the Employers health benefits plans.

**OUT-OF COUNTY PROVIDERS**. KPHA agrees to negotiate and contract with "Dimension Network" in Dade, Broward and Palm Beach Counties for discounted fee arrangements with physicians, hospitals, and other ancillary health services as needed for the benefit of the Employer. If the "Dimension Network" is not utilized, or becomes unacceptable to the Employer, KPHA will propose other alternative arrangements for such out of county services.

KPHA agrees to negotiate and contract with or work collaboratively with a national network for discounted fee arrangements with physicians, hospitals, and other ancillary health services as needed for the benefit of the Employer. If the current network is not utilized, or becomes unacceptable to the Employer, KPHA will propose other alternative arrangements for such out of county services.

3. **UTILIZATION MANAGEMENT AND QUALITY ASSURANCE.** KPHA shall provide for Employer Utilization Review services to include

- Review of inpatient admissions and of continued hospital stay
- Discharge planning
- Data collection and reporting
- Review of supportive or treatment services
- Review of office visits, ambulatory surgery and diagnostic or other outpatient services
- Participation in the review of billing practices and appropriateness of charges of network providers in conjunction with the Claims Administrator if requested
- Large Case Management services

The monthly capitation fee for such services will be \$1.35 per employee per month. This fee will be payable by the County to KPHA by the 20th of each month beginning on the 20th day of March, 2004. The number of enrollees will be determined on the 1st business day of each month.

KPHA shall provide for Large Case Management services for a fee of \$55.00 per hour on an as-needed basis. Large Case Management services may be pre-approved by the County on a case by case basis and billings for such fees incurred shall be provided monthly with details of all charges.

Utilization Review and Large Case Management services will be performed according to pre-set protocols developed in conjunction with the claims administrator's (Acordia National) standards and will be documented in the claims administrators' computer system.

4. **WELLNESS PROGRAMS AND OTHER EDUCATIONAL SERVICES.** KPHA shall design and implement with the coordination of Employer's staff, the Worksite Wellness Program and other similar services to the Employer and Covered Persons to promote healthy lifestyles and preventative health care. The Worksite Wellness Program will include, at no additional charge to Employer or Covered Persons, a health risk assessment for each employee and may include, for a charge by a Participating Provider, Health Physical Packages. Health Fair coordination and implementation or other services as negotiated and deemed to promote healthy lifestyles and preventative health care may also be included in this service.

5. **PARTICIPATING PROVIDER COMPENSATION.** Employer shall compensate Participating Providers for covered services minus any plan participant responsibilities. Employer has the responsibility for implementation of the applicable claims payment submitted by Participating Providers for services rendered or for any billing or other function related to the health care services provided by Participating Providers to Covered Persons. All claims for covered services, whether payable by the Employer or a Covered Person will receive a discount off of provider billed charges as specified in **Attachment A**. This discount will be rescinded if an appropriately documented and non-contested claim is not paid to the Participating Provider within thirty (30) days of being received by the claims administrator (Acordia National).

**NON-APPROPRIATIONS CLAUSE.** Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Monroe County may not deny payment for valid and accurate claims properly submitted and rendered during the plan year.

**PROVIDER REIMBURSEMENT TERMS.** Physician UCR charges will be based upon the "P.H.C.S" fee schedule, formerly known as "HIAA". The above agreed upon discount will be applied to the billed charge, not to exceed the UCR charge for a service.

KPHA further agrees that no other self-insured employer contracting with KPHA will be provided with better overall terms than what is being here agreed. If however, better terms are provided to another self-insured employer contracting with KPHA, such terms will also be extended to the Employer.

**CLEAN CLAIM.** A "Clean Claim" means a claim submitted by the Provider/Hospital that has been properly and accurately completed on the appropriate paper or electronic claim form, HCFA 1500 and/or UB 92 together with any information that was requested in writing by Acordia National within 15 days of Acordia National's receipt of a claim.

**NOTIFICATION OF CLAIM STATUS.** Payor/Plan shall notify Provider/Hospital within 15 days of receipt of a claim that said claim is not considered "Clean" and reasons therefore. Failure to do so shall deem the claim being considered "Clean" and set for timely payment.

**DISPUTED CLAIMS.** If the Payor/Plan does not object in writing to a claim within 15 days of receipt by the Payor/Plan, the claim will be considered clean and complete. If the Payor/Plan disputes any portion of the billing for services rendered, Payor/Plan will promptly seek to resolve the dispute and return the claim to the regular processing status. Should the claim remain in dispute for more than 30 days, Payor/Plan will pay the Provider/Hospital 90% of the fees as outlined in the "Provider Agreement Amendment/ Reimbursement Addendum" within 7 days with payment for the remaining 10% subject to the outcome of the dispute. Those items requiring further resolution prior to the remaining payment shall be reconciled by the Payor/Plan and the Provider/Hospital and the appropriate payments or adjustments made within 60 days.

6. **COVERED PERSON IDENTIFICATION.** Employer shall supply Covered Persons with identification cards or other means of identification which clearly identifies KPHA, reflects the Covered Person's coverage under the applicable Employers health benefit plan, and reflects the Covered Person's eligibility to receive services from Participating Providers in accordance with the terms of this Agreement. Employer shall also provide such other services as may be required in order for Participating Providers promptly to verify the status of individuals as Covered Persons, the terms of the Covered Person's health care benefits, including but not limited to the applicable terms of coverage, deductible status and co-insurance.
7. **NETWORK EXCLUSIVITY.** During the course of the agreement Employer agrees not to participate or enter agreements to utilize other provider networks other than that agreed upon with KPHA and the Employer. Employer during the term of this Agreement shall not seek to negotiate with individual network members for care or services outside of contractual provisions without prior notification to KPHA.
8. **BOOKS AND RECORDS.** KPHA shall make available to claims administrator (Acordia National) and County of Monroe (employer) all records and other data relating to both the network and utilization review and case management services for the purposes of periodic audits of KPHA's services. Information/data will be maintained, as required, to assure confidentiality and compliance with all applicable regulations.
9. **RESPONSIBILITY FOR HEALTH CARE SERVICES.** Employer agrees that KPHA shall not have any responsibility or liability for any act, omission, or decision related to medical services rendered by Participating Providers to a Covered Person.
10. **TERM.** This Agreement shall continue in effect for one (1) year from the date first above written. Thereafter, the Agreement shall renew for two (2) consecutive one (1) year terms. KPHA agrees to provide the Employer with at least ninety (90) days written notice of the intent to terminate, non-renew, or amend this Agreement. The Employer agrees to provide KPHA with at least ninety (90) days written notice of the intent to terminate or non-renew this agreement. Any modification of the terms of this agreement may occur upon the mutual agreement of the parties.

**BREACH AND CURE.** Notwithstanding the foregoing, this Agreement may be terminated by either party upon a material breach of this Agreement by the other party, providing that the breaching party does not cure the breach within thirty (30) days following receipt of a written notice from the non-breaching party specifying the nature of the breach and requesting that it be cured.

11. **GENERAL PROVISIONS.**

- A. **THIRD PARTIES:** The terms and provisions of this Agreement are for the benefit of the parties hereto and are not intended to provide any other person with any right or cause of action on account thereof.

B. **NOTICES**: Any notice required to be given pursuant to the terms and provisions thereof shall be in writing and shall be hand-delivered, with return receipt thereof, or sent by certified or registered mail, return receipt requested and first-class postage prepaid to the addresses as follows:

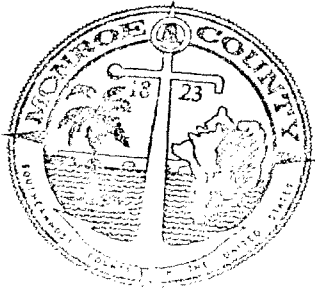
Employer: County of Monroe  
Manager- Employee Benefits  
Gato Building  
1100 Simonton Street, Room 2-268  
Key West, Florida 33040

KPHA: Keys Physician-Hospital Alliance  
c/o Lower Florida Keys Physician Hospital Organization, Inc.  
P.O. Box 9107  
Key West, Florida 33041-9107  
Attn.: Nicki Will, Secretary

- C. **ASSIGNMENT**: This Agreement may not be assigned, subcontracted, delegated, transferred by either party without the express written consent of the other party, and any attempted assignment, subcontract, delegation or transfer shall be void.
- D. **INDEPENDENT CONTRACTORS**: None of the provisions of this Agreement are intended to create, nor shall be deemed to, or construed to create any relationship between KPHA and Employer other than that of independent entities contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee, or representative of the other.
- E. **GOVERNING LAW**: This Agreement shall be governed in all respects by the laws of the State of Florida without regard to Florida's choice of law statutes or decisions. Any action by any party, whether at law or in equity, relating to this Agreement shall be commenced and maintained, and venue shall be proper, only in Monroe County, Florida.
- F. **ORDINANCE 10-1990**: KPHA warrants that it has not employed, retained or otherwise had acted on his behalf any former County officer subject to the prohibition in Sec. 2 of Ordinance no. 10-1990 or any County officer or employee in violation of sec. 3 of Ordinance 10-1990, and that no employee or officer of the County had any interest, financially or otherwise, in KPHA except for such interest, permissible by law and fully disclosed by affidavit attached hereto. For breach or violation of this paragraph, the County may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

- G. **CONFLICT OF INTEREST:** KPHA assures the County that to the best of its knowledge information and belief, the signing of this agreement does not create conflict of interest.
- H. **OWNERSHIP OF INFORMATION:** All Utilization Review and Case Management documents which are prepared in the performance of this agreement are to be, and shall remain, the property of the County and shall be transferred to the County or to a replacement Utilization Review/Case Management service provider upon request and no later than thirty (30) days after termination of this agreement. Any patient identifying information shall not be disclosed without written consent of the patient.
- I. **INSURANCE REQUIREMENTS:** KPHA is required to maintain the types of insurance identified in **Attachment B**.
- J. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if the illegal invalid or unenforceable provision had never been a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance- provided that if the illegal, invalid or unenforceable provision is material to the overall purpose and operation of this Agreement, then this Agreement shall terminate upon the severance of such provision.
- K. **COUNTERPARTS:** This Agreement and any amendment hereto may be executed in multiple originals, all counterparts together constituting one and the same instrument.
- L. **ENTIRE AGREEMENT:** This Agreement, along with its exhibits, contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement and supersedes any prior Agreements, promises, negotiations, or representations either oral or written, relating to the subject matter of this Agreement.
- M. **HOLD HARMLESS:** KPHA shall indemnify and hold the County harmless from and against any and all losses, penalties, damages, professional fees, including attorney fees and all costs of litigation and/or judgment arising out of any willful misconduct or negligent act, error or omission of KPHA incidental to the performance of this agreement or work performed thereunder. This indemnity shall extend to amounts the County becomes legally obligated to pay and shall be limited by any sovereign immunity limit applicable to the underlying claim plus costs of litigation.

In witness whereof, the Employer and KPHA have caused this Agreement to be executed by their respective corporate officers, effective as of the first day of March 2004.



(SEAL)  
ATTEST: DANNY L. KOLHAGE CLERK  
BY: Isabel C. De Santis  
DEPUTY CLERK

Employer: Board of County Commissioners  
of Monroe County, Florida

By: Murray & Wilson

Its: Mayor

Keys Physician-Hospital Alliance

By: Robert Johnson

Its: President

MHW

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 1/29/04

Attachment A

Reimbursement Schedule

\*KPHA Members 75% of billed charges with the cap of the 90<sup>th</sup> percentile of the P.H.C.S. (formerly known as HIAA) Fee Schedule.

\*In County Providers (IPN) 75% - 85% of billed charges with the cap of the 90<sup>th</sup> percentile of the P.H.C.S. (formerly known as HIAA) Fee Schedule.

Out-of-County Providers (IPN) 70% of billed charges with the cap of the 90<sup>th</sup> percentile of the P.H.C.S. (formerly known as HIAA) Fee Schedule.

Dimension Providers Dimension Network Fee Schedule.

MultiPlan Providers MultiPlan Network Fee Schedule.

Fisherman's Hospital 75% of billed charges.

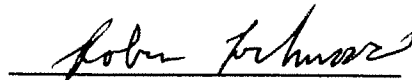
Lower Keys Medical Center 75% of billed charges.

\*HCPS codes shall be reimbursed at 75% of billed charges.

A list of specific providers and discount percentages will be provided to Acordia National by KPHA for implementation.

  
James Roberts, County Administrator

4-15-04  
Date

  
Robin Lockwood, M.D.  
KPHA President

3-30-4  
Date



**RISK MANAGEMENT  
POLICY AND PROCEDURES  
CONTRACT ADMINISTRATION  
MANUAL**

**General Insurance Requirements  
for  
Other Contractors and Subcontractors**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

**WORKERS' COMPENSATION  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

**Keys Physician-Hospital Alliance**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

**PROFESSIONAL LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

**Keys Physician Hospital Alliance**

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$500,000 per Occurrence/\$1,000,000 Aggregate

**PRO2**

**VEHICLE LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

**Keys Physician-Hospital Alliance**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person  
\$300,000 per Occurrence  
\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VL2**

**EMPLOYEE DISHONESTY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
Keys Physician-Hospital Alliance**

The Contractor shall purchase and maintain, throughout the term of the contract, Employee Dishonesty Insurance which will pay for losses to County property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others.

The minimum limits shall be:

\$10,000 per Occurrence

**ED1**

**INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
Keys Physician-Hospital Alliance**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person  
\$500,000 per Occurrence  
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL2

## **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

## ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

**NON-COLLUSION AFFIDAVIT**

I, Robin Lockwood, M.P. of the city  
of Key West according to law on my oath, and under  
penalty of perjury, depose and say that:

1) I am Robin Lockwood, M.P., the bidder making the  
Proposal for the project described as follows:

\_\_\_\_\_

2) The prices in this bid have been arrived at independently without collusion, consultation,  
communication or agreement for the purpose of restricting competition, as to any matter relating to such  
prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not  
been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid  
opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person,  
partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full  
knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in  
awarding contracts for said project.

STATE OF Florida Robin Lockwood  
(Signature of Bidder)

COUNTY OF Monroe 3/30/04  
DATE

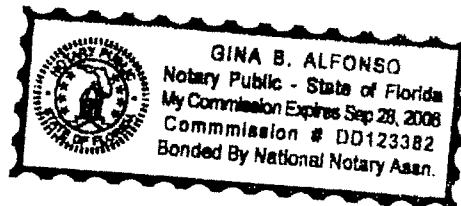
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robin Lockwood, M.P. who, after first being sworn by me, (name of individual  
signing) affixed his/her signature in the space provided above on this

30 day of March, 2004

Gina B. Alfonso  
NOTARY PUBLIC

My commission expires:



# DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Keys Physician-Hospital Alliance  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bob Lubner  
Bidder's Signature

3-30-4  
Date

[Signature]