

**Community Services Department**

600 W. 4<sup>th</sup> St.  
Davenport, Iowa 52801



**(563) 326-8723      Fax (563) 326-8730**

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May 30, 2011

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Authorized Agency Agreement  
Community Health Care (CHC)

Enclosed is the proposed FY12 Agreement with Community Health Care.

The dates and contractual amounts reflect the Board's decisions during the budget review process. The county will provide \$302,067 for primary health care for Community Services clients and another \$52,946 for the sliding fee scale.

The contract has been reviewed and signed by the agency. No additional changes were requested. I will be available at the Committee of the Whole meeting for any questions.

**Community Services Department**

600 W. 4<sup>th</sup> St.  
Davenport, Iowa 52801

MAY 23 2011



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**Date:** July 1, 2011

**Agreement Parties:** Scott County  
600 West 4<sup>th</sup> Street  
Davenport, IA 52801

Community Health Care, Inc.  
500 W. River Drive  
Davenport, IA 52801

**Agreement Amount:** \$355,013

**Purpose:** Provision of comprehensive, ambulatory health care programs with particular emphasis on low and fixed income populations for Scott County.

**Agreement Period:** This Agreement shall commence on July 1, 2011 and shall continue in full force and effect until June 30, 2012, unless either party wishes to terminate this agreement and provides the other party a written (90) day notice of termination.

Community Health Care, Inc. agrees to perform the work and to provide the services described in the Agreement for the consideration herein. The parties hereto have executed this contract on the day and year last specified below.

**For and on behalf of the Scott County  
Board of Supervisors:**

**By:** \_\_\_\_\_  
Tom Sunderbruch, Chairman

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

**For and on behalf of Community Health Care, Inc.  
Board of Directors:**

**By:** John Marshall  
John Marshall, Chairman

**Date:** 5-18-2011

**ATTEST:**

\_\_\_\_\_  
Roxanna Moritz  
Scott County Auditor

I. Identification of Parties

- A. The Chairperson of the Scott County Board of Supervisors is the Authorized County Official for this Agreement. The Authorized County Official must approve any changes in the terms, conditions, or amounts specified in this agreement. Negotiations concerning this agreement should be referred to the Chairperson at telephone (563) 326-8749 or [board@scottcountyiowa.com](mailto:board@scottcountyiowa.com). The Scott County Board of Supervisors hereinafter will be referred to as Scott County.
- B. The President of the Board of Directors is the Authorized Community Health Care, Inc. Official for this Agreement. This individual is responsible for financial and administrative matters of this agreement. Negotiations concerning this agreement should be referred to the President at telephone (563) 336-3000. Community Health Care, Inc. hereinafter will be referred to as CHC.

II. Term of Agreement

- A. The effective date and initial term of this Agreement shall begin on July 1, 2011 and shall continue until June 30, 2012. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.
- B. This agreement may be amended in whole or in part, by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

III. Scope of Services

- A. CHC shall provide medical, dental, mental health, laboratory and x-ray, pharmacy, and health education/nutrition services as needed to those Scott County Community Services participants. It is understood and agreed that, in the event CHC or the county experiences funding reductions, either party may discontinue or modify the aforementioned services provided a ninety (90) days notice of its intent to discontinue or modify services is given to the other party. CHC will work with Community Services patients to establish a medical and dental home at CHC. CHC will provide education about other health services and programs available in Scott County to all Community Services patients.
- B. Scott County recognizes CHC's authority to charge a minimum co-payment fee to eligible clients. However, CHC agrees to exempt clients referred by the Scott County Community Services Department from the co-payment fee schedule.
- C. CHC agrees to honor prescriptions authorized by appropriate specialists provided that the client is a CHC patient and was referred by CHC to the

appropriate specialist. Charges for such prescriptions shall be in accordance with item #III. B. of the agreement.

- D. CHC agrees to honor psycho-therapeutic prescriptions authorized by the staff of the Vera French Community Mental Health Center for clients referred by Scott County Community Services. Charges for such prescriptions shall be in accordance with item #III.B. of this agreement.
- E. CHC agrees to honor prescriptions authorized by outside physicians for clients referred by the Scott County Community Services Department after they have seen a CHC physician. Charges for such prescriptions shall be in accordance with item #III.B. of this agreement.
- F. Payment under this contract for Scott County Community Services is understood to be exclusive of any prescription for AZT or Clozapine. Payment for these pharmaceuticals will be approved on an individual basis by the Scott County Community Services Department.
- G. Pharmaceutical services are provided based on the Medicaid formulary and any additional pharmaceuticals included in the CHC formulary.

#### IV. Manner of Financing

- A. Scott County shall make payment to CHC for the performance of its covenants in the amount of \$355,013.00 payable in eleven (11) monthly allotments of \$29,578.00 and one (1) installment of \$29,655.00. Each installment shall be made available on the first day following the first monthly meeting of the Scott County Board of Supervisors.
- B. Scott County and CHC each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to CHC, such as fees collected for services provided to individual patients.
- C. CHC shall not transfer between programs the total annual funds allotted to each program as specified in the Scott County budget submission, which is attached and hereby made a part of this agreement, without prior Scott County approval of such transfers.

#### V. Liability and Indemnification

- A. Scott County shall be named as an additional insured under the comprehensive liability policy maintained by CHC and providing minimum coverage of \$1 million. A copy of the certificate of insurance shall be on file in the Office of the County Administrator.
- B. CHC shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by any reason of any person or persons or property being damaged or injured by CHC or any agent or employee of CHC.

## VI. Reports

- A. CHC agrees to submit the following reports to Scott County:
- i. Certificate of insurance: Annually at the time of renewal
  - ii. A revised budget estimate and program performance projections if different from the original request: Within thirty (30) days of the signing of this agreement
  - iii. First quarter indicators: October 31, 2011
  - iv. Second quarter indicators: January 31, 2012
  - v. Third quarter indicators: April 30, 2012
  - vi. Fourth quarter indicators: August 31, 2012
  - vii. Certified Public Accountant Audit report: 150 days from the end of the agency's fiscal year
  - viii. A quarterly report of Community Services patients, dates of service, and cost of service for medical, dental and pharmacy:
    - First Quarter: October 31, 2011
    - Second Quarter: January 31, 2012
    - Third Quarter: April 30, 2012
    - Fourth Quarter: August 31, 2012
  - ix. Minutes, or a summary thereof, the monthly meetings of the CHC Board of Directors.
  - x. Notification of any significant changes in funding, salary levels, staffing or programming; including the expansion of an existing program, addition of staff positions or the addition of any new funding source and/or program in a timely manner.
  - xi. All of CHC's financial and statistical records will be open to Scott County.

## VII. Additional Conditions

- A. CHC shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapped condition or religious affiliation.
- B. None of the funds provided through this Agreement shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

JUNE 9, 2011

APPROVAL OF FY2012 CONTRACTUAL AGREEMENT BETWEEN COMMUNITY  
HEALTH CARE AND SCOTT COUNTY

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the FY2012 contractual agreement agreement between Scott County and Community Health Care for provision of comprehensive, ambulatory health care programs with emphasis on low and fixed income populations for Scott County is hereby approved.

Section 2. That the Chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2011.