FOURTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
ALACHUA COUNTY HEALTH DEPARTMENT
FOR THE PROVISION OF PRIMARY CARE

THIS FOURTH AMENDMENT TO AGREEMENT, made and entered into this ________ day
of ___________ A. D., 2009, by and between Alachua County, a charter county and political subdivision
of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as
"County", and Alachua County Health Department hereinafter referred to as “Provider”,

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated November 1, 2005, for
the provision of primary care and entered into a First Amendment to Agreement dated September 29, 2006 and
a Second Amendment dated November 19, 2007, and a Third Amendment dated November 25, 2008; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the November 1, 2005 Agreement as
follows:

A. The following is inserted as new Section 37.

Section 37. Program Updates. The County Manager is authorized to sign amendments that
change Attachment A-1 in accordance with actions by the Board of County Commissioners provided
such changes will not increase the contract amount by more than $50,000.00 during any contract year.

B. Attachment A Scope of Services, Section 2. County Responsibilities E. and Section 8
Provider Responsibilities F. are hereby deleted in their entirety.

C. Attachment A-1 Covered Services to the agreement is hereby replaced in its entirety by Exhibit
1 to this Amendment

D. Attachment B Payment Policy to the original Agreement dated (1st day of November 2005) is
hereby replaced in its entirety by Exhibit 2 to this Amendment.
This fourth amendment shall take effect upon the date made and entered into first above-written

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Agreement between the parties, as amended, dated 1st day of November, 2005, shall be and remain in full force and effect. In the event of a conflict between the terms of the Agreement and the Fourth Amendment, the Fourth Amendment shall control. The parties intend that the Fourth Amendment and its Exhibits be incorporated into the Agreement.
IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: ____________________________
    Mike Byerly, Chair

APPROVED AS TO FORM:

___________________________
Alachua County Attorney's Office

___________________________
State of Florida, Department of Health
Alachua County Public Health Department

By: ____________________________
    Jean Munden, Director

___________________________
Date

Witness

By: ____________________________

Print/Type: ____________________________

Title: ____________________________
SUMMARY OF COVERED HEALTHCARE SERVICES

CHOICES Health Services covers Ambulatory and Outpatient Services which are covered by Medicare unless explicitly stated as excluded by the Plan. Ambulatory and Outpatient Services are those services provided in a physician or other healthcare provider’s office or outpatient facility and does not include confinement. CHOICES also covers Family Planning Services, Immunizations, and Routine Physicals which are excluded fully or partially by Medicare.

EXCLUSIONS

The following services and supplies are restricted as described or not covered by CHOICES Health Services Program. These services are not eligible for reimbursement or subject to appeal.

- Abortion. Services, supplies, care or treatment in connection with an abortion.
- Alternative Therapies including Acupuncture, Aqua Therapy, Aromatherapy, Chelation, Hypnotherapy, Magnetic Therapy, Music Therapy.
- Ambulance Services
- Charges Imposed by Immediate Relatives of the Patient or Members of the Patient’s Household
- Chemotherapy
- Cosmetic Surgery Any surgical procedure or treatment directed at improving appearance, except when required for the prompt repair of accidental injury or for the improvement of the functioning of a malformed body member.
- Custodial Care. Services, supplies provided to assist an individual in the activities of daily living, such as assistance in walking, getting in and out of bed, bathing, dressing, feeding, and preparation of special diets.
- Dialysis
- Electrolysis
- Emergency Department Services and Admissions
- Experimental or Investigational. Care and treatment that is either experimental or investigational.
- Foreign travel. Care, treatment or supplies out of the U.S. if travel is for the sole purpose of obtaining medical services.
- Furniture. Geri-chairs, roll-about chairs, seat-lift chairs, elevator lift chairs for climbing stairs, motorized scooters, and custom and motorized wheelchairs.
- Government coverage. Items and Services Furnished, Paid for or Authorized by Governmental Entities - Federal, State, or Local Governments. Items or services paid for directly or indirectly by a Federal, State or local governmental entity. Care, treatment or supplies furnished by a program or agency funded by or eligible for funding by any other government program.
- Auditory Implants
- HIV/AIDS Treatment. Care, supplies, services and treatment for HIV/AIDS.
- **Inpatient Hospital and Rehabilitation Services.** Care and treatment billed by a hospital, skilled nursing facility, or physician for Inpatient Services. EXCEPTION: When medically necessary due to complications from a covered service in order to stabilize a patient. Coverage limits apply.
- **Infertility.** Procedures, pharmaceuticals and treatment modalities intended to induce pregnancy.
- **Insurance or Workers’ Compensation.** Services for which payment has been made or can reasonably be expected to be made under a liability, automobile, no-fault or workers’ compensation law.
- **Joint Replacements**
- **No Legal Obligation to Pay for or Provide Services.** Items or services which neither the Enrollee nor any other person or organization has a legal obligation to pay for or provide.
- **Non-Formulary and Non-Prescription Medications**
- **Non-Participating physician or provider.** Services that are provided by any non-contracted provider without prior authorization.
- **Not Delivered Directly or Under Arrangement by a Contracted Provider**
- **Not specified as covered.** Medical services, treatments and supplies which are not specified as covered under the Plan.
- **Obstetrics and Maternity Care.** Any treatment or supplies related to pregnancy or its complications.
- **Organ Transplants.** Any charges for services, supplies, work-ups, treatments, harvesting of organs or organ transplants.
- **Orthodontia, dental crowns, dental implants, and aesthetic dental services.**
- **Other Health Coverage.** Enrollee is covered by another health insurance plan or program.
- **Personal Comfort Items.** Items that do not contribute meaningfully to the treatment of an illness or injury or the functioning of a malformed body member are not covered.
- **Prisoners.** Services furnished to individuals or groups of individuals who are in the custody of the police or other penal authorities or in the custody of a government agency.
- **Radial keratotomy** or other eye procedures and surgery to correct refractive disorders (i.e. Lasik).
- **Radiation Therapy**
- **Services and items furnished outside the United States**
- **Services and items which a State or local government facility furnishes free of charge**
- **Services incurred before or after coverage.** Care, treatment or supplies for which a charge was incurred before a person was covered under the Plan or after coverage terminated.
- **Services Not Covered Under CHOICES.** Medical services required to treat a condition that arises as a result of services that are not covered.
- **Services Not Reasonable and Necessary.** Items and services which are not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member are not covered.
- **Sexual Reassignment and Dysfunction.** Services, supplies and/or surgery and any related complications due to sexual reassignment, dysfunction or reversal of sexual reassignment. Treatment and testing for impotency, implants of any kind or any related medications.
- **Skilled Nursing Care.** Care received in an inpatient facility, such as a nursing home or rehabilitation facility.
- **Surgical sterilization and reversal.** Care and treatment for voluntary sterilization or reversal of surgical sterilization.
- **Travel or accommodations.** Charges for travel or accommodations, whether or not recommended by a Physician.
- **Tuberculosis**
- **Veteran’s Administration.** Services Covered by or eligible for payment by Veteran’s Administration.
- **Vocational Rehabilitation (VR).** Services and care which is provided or eligible to be provided by VR.
- **War.** Services Resulting from an act of declared or undeclared war.
- **Warranty.** Defective equipment or a defective medical device covered under a warranty.

**DEFINED TERMS**

The following terms have special meanings and when used in this Plan will be capitalized.

**Ambulatory Surgery Center** is a licensed facility that is used mainly for performing outpatient surgery, has a staff of Physicians, has continuous Physician and nursing care by registered nurses (R.N.s) and does not provide for overnight stays.

**Brand Name** means a trade name medication.

**CHOICES Health Services (CHOICES).** Community Health Offering Innovative Care and Educational Services. Alachua County’s Indigent Healthcare program which is administered through the County’s Community Support Services Department.

**CHOICES Disease Management Program.** A program component of CHOICES which provides chronic disease management services for CHOICES Enrollees.

**Covered Charge(s)** means those Medically Necessary services or supplies that are covered under this Plan.

**Custodial Care** is care (including Room and Board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking and getting out of bed; assistance in bathing, dressing, feeding; or supervision over medication which could normally be self-administered.

**Durable Medical Equipment** (DME) means equipment which (a) can withstand repeated use, (b) is primarily and customarily used to serve a medical purpose, (c) generally is not useful to a person in the absence of an Illness or Injury and (d) is appropriate for use in the home.

**Enrollee** an individual who has applied and is accepted into the CHOICES program based upon meeting the eligibility criteria as defined by CHOICES.

**Experimental and/or Investigational** means services, supplies, care and treatment which does not constitute accepted medical practice properly within the range of appropriate medical practice under the
standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the medical community or government oversight agencies at the time services were rendered.

The Plan Administrator must make an independent evaluation of the experimental/non-experimental standings of specific technologies. The Plan Administrator shall be guided by a reasonable interpretation of Plan provisions. The decisions shall be made in good faith and rendered following a detailed factual background investigation of the claim and the proposed treatment. The decision of the Plan Administrator will be final and binding on the Plan. Drugs are considered Experimental if they are not commercially available for purchase and/or they are not approved by the Food and Drug Administration for general use.

**Formulary** means a list of prescription medications compiled by the third party payor of safe, effective therapeutic drugs specifically covered by this Plan.

**Generic** drug means a Prescription Drug which has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a Generic drug any Food and Drug Administration approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

**Home Health Care Services and Supplies** include: nursing care by or under the supervision of a registered nurse (R.N.); part-time or intermittent home health aide services provided through a Home Health Care Agency (this does not include general housekeeping services); physical, occupational and speech therapy; medical supplies; and laboratory services by or on behalf of the Hospital.

**Hospital** is an institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and which fully meets these tests: it is accredited as a Hospital by the Joint Commission on Accreditation of Healthcare Organizations or the American Osteopathic Association Healthcare Facilities Accreditation Program; it is approved by Medicare as a Hospital; it maintains diagnostic and therapeutic facilities on the premises for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of Physicians; it continuously provides on the premises 24-hour-a-day nursing services by or under the supervision of a staff of registered nurses (R.N.s); and it is operated continuously with organized facilities for operative surgery on the premises.

**Illness** means a bodily disorder, disease, physical sickness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or complications of Pregnancy.

**Injury** means an accidental physical Injury to the body caused by unexpected external means.

**Medically Necessary** care and treatment is recommended or approved by a Physician; is consistent with the patient's condition or accepted standards of good medical practice; is medically proven to be effective treatment of the condition; is not performed mainly for the convenience of the patient or provider of medical services; is not conducted for research purposes; and is the most appropriate level of services which can be safely provided to the patient. All of these criteria must be met; merely because a Physician recommends or approves certain care does not mean that it is Medically Necessary.

The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary.
Mental Disorder means any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services or is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

No-Fault Auto Insurance is the basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Outpatient Care and/or Services is treatment including services, supplies and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician's office, laboratory or X-ray facility, an Ambulatory Surgery Center, or the patient's home.

Contracted Provider is a Hospital, Physician or other health care provider that has entered into an agreement with CHOICES Health Services.

Pharmacy means a licensed establishment where covered Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where he or she practices.

Healthcare Professional means a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Audiologist, Certified Nurse Anesthetist, Licensed Professional Counselor, Licensed Professional Physical Therapist, Licensed Social Worker (L.S.W), Master of Social Work (M.S.W.), Midwife, Occupational Therapist, Physiotherapist, Psychiatrist, Psychologist (Ph.D.), Speech Language Pathologist, Advanced Registered Nurse Practitioner (ARNP), Dentist (D.D.S. or D.M.D.) and any other practitioner of the healing arts who is licensed and regulated by a state or federal agency and is acting within the scope of his or her license.

Plan means the CHOICES Health Services Program and its benefits.

Plan Administrator as used herein shall be the person or firm responsible for the day-to-day functions and the management of the Plan. The Plan Administrator is CHOICES. The Plan Administrator shall have the exclusive right and discretionary authority to interpret terms and conditions of the Plan and to decide any and all matters arising hereunder, including the right to remedy possible ambiguities, inequities, inconsistencies, or omissions. All interpretations and decisions made by the Plan Administrator with respect to any matter related to the Plan shall be final, conclusive and binding on all parties affected thereby.

Plan Participant or Enrollee is any participant who is covered under this Plan.

Prescription Drug means any of the following: a Food and Drug Administration-approved drug or medicine which, under federal law, is required to bear the legend: "Caution: federal law prohibits dispensing without prescription"; injectable insulin; hypodermic needles or syringes, but only when dispensed upon a written prescription of a licensed Physician. Such drug must be Medically Necessary in the treatment of a Sickness or Injury.

Spinal Manipulation/Chiropractic Care means skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or
subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

**Substance Abuse** is regular excessive compulsive drinking of alcohol and/or physical habitual dependence on drugs. This does not include dependence on tobacco and ordinary caffeine-containing drinks.
Attachment B:

Payment for Covered Services will follow Medicare guidelines and will reimburse the Provider only for primary care codes that are paid for by Medicare using Medicare definitions. The rates paid for services will be one hundred percent (100%) of Medicare allowable rate for Alachua County less co-pay amount. Payment will be through a combination of claims payment from County through their TPA and co-pay from the Enrollee. The Enrollee will pay a co-payment of $10.00 for each visit and the County will pay the remainder of the amount based on the covered service billed. The County is not responsible for paying Provider the co-payment. Payment is subject to the limits established in the CHOICES Health Services Summary of Services and Benefits which is not incorporated by reference or otherwise made a part of this Agreement.

Only one service will be paid per Enrollee visit (maximum of one visit per day) for primary care with the exception of Venipuncture, laboratory services, and radiology services.

Provider shall submit invoices on CMS 1500 forms or in HIPAA compliant electronic format acceptable to the County to the TPA paying claims on behalf of County. Claims must be submitted within 180 days of service delivery and must accurately provide all required information to be paid. If Provider wishes to resubmit or appeal a denied claim, it must be resubmitted within 90 days of the written rejection notice. Claims not meeting these guidelines will not be paid. Appeals shall follow the procedure stated in the CHOICES Health Services Summary of Services and Benefits.