

DRAFT

AGREEMENT

CITY OF MILWAUKEE HEALTH DEPARTMENT
AND
JOHNSTON COMMUNITY HEALTH CENTER-
FEDERALLY QUALIFIED HEALTH CENTER LOOK-ALIKE
BOARD

2003

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CITY OF MILWAUKEE HEALTH DEPARTMENT
AND
JOHNSTON COMMUNITY HEALTH CENTER-
FEDERALLY QUALIFIED HEALTH CENTER LOOK-ALIKE
BOARD

Agreement made and effective as of the 16th day of September 2003 by and between the City of Milwaukee, a Wisconsin municipal corporation, through its Health Department (hereinafter referred to as the "City") with The Federally Qualified Health Center Look-Alike (hereinafter referred to as "FQHC") and Johnston Community Health Center Look-Alike Board at the Johnston Community Health Center (hereinafter referred to as "the Board"), a Wisconsin not for profit group.

WITNESSETH:

Whereas, the City and the Board desire to enter into an Agreement for the purpose of giving the Board the authority to provide patient care (directly or using a sub-contractor), set policies regarding patient care, and approve the budget at the Johnston Community Health Center, (hereinafter referred to as "JCHC"), 1230 West Grant, Milwaukee, Wisconsin,

Whereas the City, per Common Council Resolution No. 031344, dated _____ authorized the proper City officers to enter into this Agreement:

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration the parties hereto agree as follows:

TERMS

1. The term of this Agreement shall initially be from September 16, 2003 to December 31, 2004, and shall be automatically renewable from year to year, unless ninety (90) days prior to the termination date of either of the parties provides a written notice of termination.
2. The City may terminate this agreement in the event that the U.S. Public Health Services of the U.S. Department of Health and Human Services terminates the participation of the City of Milwaukee in the Federally Qualified Health Center Look-Alike program. In that event the City may exercise its election to terminate this agreement by providing notice to the Board at least sixty (60) days prior to the date of the proposed termination.
3. Either party may give notice of its request for an amendment to the terms of this Agreement. Such notice shall be given in writing as least sixty (60) days prior to the date of the proposed action.

JOHNSTON COMMUNITY HEALTH CENTER GOVERNING BOARD

RESPONSIBILITIES

The Board shall maintain full compliance with all items of the Federally Qualified Health Center Look-Alike Guidelines. Additionally;

4. The Board shall set general policies regarding patient care, specifically oversight of the quality of patient services at the JCHC, including access to services, variety of service delivered, patient satisfaction, quality of facility, and relation of the Health Center to the surrounding community.
5. The Board shall have the authority to approve the selection and dismissal of the top management of the JCHC.
6. The Board shall have the authority to approve the Johnston Primary Clinic budget and have authorization for all expenditures.
7. The Board is responsible for the administration of contracts with private health care providers, which provide services at the JCHC.
8. The Board is responsible for administration of Service Agreements with health care providers operating at JCHC.
9. The Board shall provide support staff for the preparation and distribution of notices of meetings, correspondence, and reports as the Board and the City may require, as well as other administrative services required.
10. The Board must enforce the federally mandated ratio of providers to patients.
11. The Board must demonstrate that all contracted services at JCHC (including management agreements, administrative services, clinical management, quality assurance, contracts) remain under its governance.

12. The Board must assure that all required services are available to all persons (regardless of race, group affiliation, age, gender, ability to pay) in the service area or target population.

13. The Board will submit to the City all required reporting documents (quarterly MHSP reports and quarterly FQHC reports) as required in a timely fashion.

14. The Board will act as City agent as related to space leasing and rent, ensuring quarterly payments are made to the City.

15. The Board will ensure the service of providing care in conjunction with the U. S. Department Of Health And Human Services Health Resources And Services Administration(hereinafter referred to as "HRSA"), Bureau of Primary Health Care (hereinafter referred to as "BPHC") document number 2003-21, "Federally Qualified Health Center Look-Alike Guidelines and Application" (Exhibit A).

THE CITY OF MILWAUKEE HEALTH DEPARTMENT

RESPONSIBILITIES

The City shall be the federal applicant and general fiscal agent. As an applicant, the City provides general contractual oversight. The further responsibilities of the City and City personnel assigned to the JCHC shall include the following:

16. Provision of those health care services provided directly by the City of Milwaukee Health Department and made available at the JCHC.

17. Administration of the Medicare Waiver Reimbursement and the Medicaid reimbursement programs attributable to JCHC.

18. Establishment and administration of the budget for the maintenance of the buildings and grounds of JCHC.

19. Establishment and maintenance of the budget relative to costs associated with the assignment of City of Milwaukee Health Department personnel to the JCHC.

20. The reimbursement methodology to be used during the period of this Agreement is that which is contained in Chapter IV of the Municipal Health Services Program Provider Manual.

Miscellaneous

21. Any equipment required by the Board shall be acquired by the Board at its own expense. The Board shall be solely responsible for the repair and maintenance of all such equipment.

22. The Board shall not install or maintain any permanent signs or other forms of advertisement either within or outside the Health Center prior without written approval of the City of Milwaukee Health Department.

Indemnification

23. The Board agrees to so conduct its activities at the Health Center so as not to endanger any person; and to indemnify and hold harmless City against any and all claims for injury to persons or property (including, but not necessarily limited to, claims of employees, agents, invitees or guests of the Board) arising out of the activities conducted by the Board, its agents, invitees or guests during or subsequent to the period covered by this Agreement; provided, however that the Board shall not be responsible to the City or third parties for acts or omissions solely attributable to the negligence of the City's agents or employees.

Insurance

24. The Board shall be covered by the City to the extent permitted by law.

Additionally, as a condition of their employment at JCHC, the Board shall require each

provider of Primary Care and each of its physician providers and any subcontractors to execute a service provider agreement, acceptable to the City as to form and content. Such agreements shall be transmitted to the City within thirty (30) days after the time such physician providers commence their duties at JCHC.

Disclaimer of Relationships

25. The Board and the City are independent entities contracting with each other for the purpose of carrying out the provisions of this Agreement. Nothing contained in this Agreement, nor any act of the parties hereto, shall be deemed or construed by any of the parties or by any third person to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship of similar or like effect.

Destruction of the Health Center

26. In the event that the Health Center, or a substantial portion thereof, shall be destroyed or so badly damaged by fire or some other cause so as to render it unfit for use and occupancy by the Board, and cannot be restored for practical use and with reasonable diligence within sixty (60) working days from said destruction or damage, then this Agreement may be terminated by either party upon written notice to the other as provided herein. Additionally, if the Health Center is destroyed or so badly damaged by fire or some other cause so as to render them unfit for use and occupancy by the Board, and if the City chooses not to restore the Health Center, the City may terminate this Agreement upon written notice to the Board as provided herein. All payments and charges payable by the Board under this Agreement, other than rent shall be prorated as of the date of said termination and the Board hereby waives any claim for damages or compensation should this Agreement be so terminated.

27. If the Health Center is so badly damaged by fire or some other causes so as to be unfit for use and occupancy by the Board for a period of time, and this Agreement is not terminated pursuant to these provisions, the Board's duty to pay rent shall abate during the period of time during which the Health Center is unfit for use and occupancy.

Default

28. The occurrence of one or more of the following events shall be considered events of default under terms of this Agreement:

a) The Board shall abandon the Property for a period of thirty (30) days or be delinquent in any payments of rent, service reimbursement or of any other payments due to the City under this Agreement required to be made by the Board hereunder and such delinquency shall continue for ten (10) days after notice thereof in writing to the Board; or

b. The Board shall not make any assignment, transfer, sublease, conveyance or other disposition of its interest in this Agreement without express written consent of The City.

Upon occurrence of any one or more of such events of default, it shall be lawful for the City, at its election, to declare this Agreement ended, and to recover full possession of the JCHC, either with or without process of law to re-enter and to expel, and remove the Board and all agents, employees and representatives of the Board engaged in operation of JCHC or occupying JCHC, using such force as may be necessary to accomplish these objectives.

29. If default shall be made in any covenants, obligations, conditions or undertakings herein contained, to be observed and performed by the Board other than the payment of rent, service reimbursement fees or any other payments due under this Agreement which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall be given to the Board, and if the Board prior to the expiration of

said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then City shall not have the right to declare the term of this Agreement as ended; provided, however, that the curing of such default in such manner shall not be construed to limit or restrict the right of City to declare this Agreement ended and terminated, and to enforce all of City's rights and remedies hereunder for any other default not so cured.

Notice

30. In the event any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given (3) days after the date mailed. If it is to be sent to the City, then it shall be addressed as follows:

City

City Of Milwaukee
Health Department
841 N. Broadway, 3rd Floor
Milwaukee, WI 53202
Attn: Commissioner of Health

Board

Johnston Community Health Center -
Federally Qualified Health Center
Look-Alike Board
Johnston Community Health Center
1230 W. Grant St.
Milwaukee, WI 53215
Attn: Board President

Compliance with Laws and Orders

31. The parties agree to comply with all statutes, regulations, rules, directives, ordinances, guidelines, or orders, which may be issued by any City, State, Federal or other public agencies having jurisdiction.

Non-Discrimination

32. The Board hereby agrees that in its use of the Health Center and its activities undertaken pursuant hereto it shall not discriminate, or permit discrimination on any basis prohibited by any law regulation or ordinance. The Board further agrees to cause this provision to be inserted into all subcontracts, if any, for any work covered by this Agreement; excepting only subcontracts for standard commercial supplies or raw materials.

Conflict of Interest

33. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No members of the governing body of the locality nor other public officials of such locality who exercise any function or responsibility in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

Governing Law

34. This Agreement shall be governed by the laws of the State of Wisconsin. If any term or provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

Time of the Essence

35. It is expressly understood and agreed to by the parties hereto that time is of the essence of each term and provision of this Agreement.

Waiver

36. The waiver by the City of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same covenant or condition or of any other covenant or condition.

Amendments

37. This Agreement may be supplemented or amended only by written instrument executed by both parties.

Successors; Assignees

38. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assignees. The Board's interest under this Agreement, or any portion thereof, can be assigned only upon the advance written consent of the City.

Authority of City

39. Any matters not herein expressly provided for shall be handled and disposed of in the discretion of the City. Any discretion herein granted to the City may be exercised through the Commissioner of Health or his designees.

Approval by Common Council

40. It is expressly understood by the parties hereto, that this Agreement and any amendments, extensions, modifications thereof shall be subject to and conditioned upon the approval of the Common Council of the City of Milwaukee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and date first above written.

In Presence of: CITY OF MILWAUKEE

By _____
Marvin E. Pratt, Acting Mayor Date

City Clerk Date

COUNTERSIGNED:

W. Martin Morics, Comptroller Date

BOARD

(Witness) By _____ Date

(Witness) By _____ Date

Approved as to form and execution this
_____ day of _____, 2004

Assistant City Attorney

Exhibit:

A

HRSA/ BPHC Federally Qualified Health Center Look-Alike Guidelines and Application
Document number 2003-21