PINELLAS COUNTY HEALTH PROGRAM HOSPITAL PROVIDER AGREEMENT

Second and Final Option for Renewal and Amendment 4

THIS AGREEMENT, is effective upon the date executed below, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and OHI WEST, INC., a Florida not-for-profit corporation, DBA Bayfront Health St. Petersburg, whose address is 701 6th Street, St. Petersburg, FL 33701, hereinafter called the "AGENCY," (individually referred to as "Party", collectively "Parties"). The Parties hereby renew and amend the PINELLAS COUNTY HEALTH PROGRAM HOSPITAL PROVIDER AGREEMENT (Agreement) dated August 15, 2017, between the COUNTY and AGENCY, amended on November 20, 2018, previously renewed and amended on September 22, 2020, and amended on March 2, 2021.

WITNESSETH:

WHEREAS, the **AGENCY** agreed to provide specific services to Pinellas County residents WHEREAS, Section 8 of the Agreement permits modification by mutual written agreement of the Parties; and

WHEREAS, the AGENCY, is willing and able to undertake the completion of the Agreement and subsequent Amendments to the Agreement while reserving all rights contained in each document and under applicable law; and

WHEREAS, the **COUNTY** is committed to assisting residents in need of medical care; and

WHEREAS, indigent Pinellas County residents require medical services which they cannot afford; and

WHEREAS, the **COUNTY** desires to divert the inappropriate use of emergency room facilities by citizens of Pinellas County; and

WHEREAS, the COUNTY, after full consideration, determined that the AGENCY

provides the broadest geographical coverage for provision of services to residents of Pinellas County enrolled in the Pinellas County Health Program; and

WHEREAS, the **PARTIES** believe it is in the best interest of the residents of Pinellas County to receive health care services provided by our local **AGENCY**; and

WHEREAS, the **AGENCY** has staff and facilities available to provide medical care to eligible Pinellas County residents; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- This Agreement is hereby renewed pursuant to Section (2) thereof, Effective October 1,
 2021, and continuing for a period of twelve months from that date unless terminated or cancelled as provided therein.
- 2. Section 3(a), "Compensation" is hereby amended to read:
 - a. The total annual compensation provided for under this Agreement shall be in an amount not to exceed Seven-hundred, Fifty-six thousand and No/100 (\$756,000.00) dollars for services provided per section 1 of this Agreement.
- 3. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below:

ATTEST:
Ken Burke
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA, Acting by and through its Board of County Commissioners

By:

Deputy Clerk

Ву

Chairman

ATTEST:

Latasha R. Barner

7) 7[7(2m off west Inc. aba

BAYFRONT HEALTH ST. PETERSBURG

By:

Title: President

Date: 9/7/20

APPROVED AS TO FORM

By: Matthew Tolnay

Office of the County Attorney