COMMUNITY CARE PROGRAM
PROVIDER AFFILIATION AGREEMENT

This PROVIDER AFFILIATION AGREEMENT (this **"Agreement"**) is entered into as of _____, 2026 (the **"Effective Date"**), by and between the **Consolidated Government of Columbus, GA** (the "**City**"), and St. Francis Health, LLC, a Georgia [type of entity, e.g., nonprofit corporation, limited liability company] (the **"Provider"**). The City and the Provider are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. **WHEREAS**, the City is committed to ensuring that medically underserved persons residing in Muscogee County, Georgia have access to quality healthcare services;

B. **WHEREAS**, the City has established the Community Care Program ("**CCP**") and the Community Care Fund, funded by property taxes levied for the purpose of providing healthcare services to eligible residents of Muscogee County;

C. **WHEREAS**, the Provider is a qualified healthcare provider willing and able to deliver Covered Services to Participants in accordance with the terms of this Agreement; and

D. **WHEREAS**, the Parties desire to enter into this Agreement to ensure access to healthcare services for eligible participants enrolled in the CCP;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed to them below:

1.1 **"Community Care Program" or "CCP"** means the healthcare program established by the City to provide access to healthcare services for eligible medically underserved individuals and individuals recently released from the Muscogee County Jail, funded through the Community Care Fund.

1.2 **"Covered Services"** means all healthcare services covered by the Georgia Medicaid program, reimbursed at the applicable Medicaid Rate, including but not limited to: limited acute inpatient care, outpatient services, diagnostic services (x-ray and laboratory), primary general medical care (including minor surgery and gynecological services), mental and behavioral health services, emergency dental care (extractions and urgent care), and emergency transportation. Notwithstanding the foregoing, emergency room services are not Covered Services unless the emergency room visit results in an inpatient hospital admission. Covered Services do

not include any Excluded Services. Provider shall deliver only those Covered Services that are within its licensed scope of practice and the provider type identified for Provider in Exhibit A.

1.3 **"Excluded Services"** means services that are expressly not covered under the CCP, including:

(a) Non-emergency transportation;

(b) Routine dental or oral surgery services beyond emergency care;

(c) Vision services, including eye exams, eyeglasses, and contact lenses;

(d) Hearing aids or assistive listening devices;

(e) Drug or alcohol rehabilitation services;

(f) Chiropractic or physical therapy services;

(g) Durable medical equipment or orthotics;

(h) Nutritional or cosmetic services;

(i) Pediatric services for children eligible for Medicaid or PeachCare for Kids;

(j) Services for adults age sixty-five (65) or older who are eligible for Medicare;

(k) Immunizations; and

(l) Services reimbursed by any other funding source.

1.4 **"Medicaid Rate"** means the applicable reimbursement rate established under the Georgia Medicaid fee schedule as in effect during the Program Period. The Medicaid fee schedule updates become effective January 1 of each calendar year.

1.5 **"Participant"** means an individual who is enrolled in the CCP and meets all eligibility requirements set forth in Article 6 of this Agreement.

1.6 **"Program Period"** means the period commencing July 1, 2026, and ending June 30, 2027, and each successive one-year renewal term under Section 9.1 (b) this Agreement, in each case unless earlier terminated in accordance with other provisions of this Agreement.

1.7 **"Provider Cap"** means the maximum annual aggregate reimbursement amount payable to the Provider during the Program Period, as specified in Exhibit A attached hereto and incorporated herein by reference.

1.8 **"Participant Cap"** means the maximum aggregate reimbursement of Ten Thousand Dollars ($10,000.00) per Participant per Program Period across all participating providers.

1.9 **"Third-Party Administrator"** or **"TPA"** means the entity engaged by the City to administer claims processing, enrollment support, and program reporting for the CCP.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 **Provider Representations and Warranties**.

The Provider represents and warrants to the City as follows:

(a) **Organization and Authority.** The Provider is duly organized, validly existing, and in good standing under the laws of the State of Georgia, and has full legal authority, power, and capacity to enter into this Agreement, to perform its obligations hereunder, and to carry on its business as presently conducted and as contemplated by this Agreement.

(b) **No Exclusion or Debarment.** Neither the Provider nor any of its officers, directors, employees, or agents is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal healthcare program, as defined in 42 U.S.C. § 1320a-7b(f), or any state healthcare program.

(c) **No Pending Investigation.** The Provider is not currently under investigation by any federal or state agency for conduct that, if substantiated, may result in exclusion, debarment, or suspension from any federal or state healthcare program.

(d) **Due Execution.** This Agreement has been duly executed and delivered by an authorized representative of the Provider and constitutes a valid and binding obligation of the Provider, enforceable against the Provider in accordance with its terms.

(e) **Licensure.** The Provider holds all licenses, certifications, permits, and approvals required under applicable federal, state, and local law to deliver the Covered Services contemplated by this Agreement.

2.2 **City Representations and Warranties.** The City represents and warrants to the Provider as follows:

(a) **Organization and Authority.** The City is a duly established consolidated city-county government and political subdivision of the State of Georgia, with full legal authority and power to enter into this Agreement and to perform its obligations hereunder.

(b) **Authorization.** The execution, delivery, and performance of this Agreement has been duly authorized and approved by all requisite governmental action of the City.

(c) **Due Execution.** This Agreement has been duly executed and delivered by authorized representatives of the City and constitutes a valid and binding obligation of the City, enforceable against the City in accordance with its terms.

ARTICLE 3
OBLIGATIONS OF THE PROVIDER

The Provider covenants and agrees as follows:

3.1 **Delivery of Covered Services.** The Provider shall deliver Covered Services to eligible Participants in a timely, professional manner consistent with applicable law and standards of care.

3.2 **Coordination and Referrals.** The Provider shall coordinate referrals to other participating CCP providers when clinically appropriate and shall participate in good faith in program planning, care coordination, continuity of care activities, and such other program activities as may be reasonably requested by the City.

3.3 **Qualified Professionals.** The Provider shall maintain qualified professionals sufficient to deliver Covered Services and shall ensure that all personnel providing services under this Agreement hold all licenses, certifications, and credentials required to legally render such services under applicable state and federal law.

3.4 **Credentialing and Exclusion Monitoring.** The Provider shall maintain all required licenses, certifications, and accreditations throughout the term of this Agreement. The Provider shall screen all employees and contractors who provide Covered Services against the U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE) and the System for Award Management (SAM) exclusion database at the time of hire and at least annually thereafter. Prior to or within thirty (30) days of the Effective Date of this Agreement, the Provider shall screen all existing employees and contractors who will provide Covered Services against the LEIE and SAM databases. The Provider shall promptly notify the City in writing of any investigation or action that could result in exclusion or debarment, or any employee or contractor found to be on an exclusion list.

3.5 **No Balance Billing.** The Provider shall not bill, charge, seek compensation from, or have any recourse against any Participant for Covered Services reimbursed under this Agreement.

3.6 **Record Maintenance.** For a period of not less than four (4) years following the rendering of Covered Services or such longer period as required by applicable law, the Provider shall maintain accurate, complete, and legible records of all Covered Services rendered to Participants, including medical records, eligibility documentation, and claims submissions, and all documentation of Participant eligibility for those Participants that Provider qualifies and enrolls in CCP.

3.7 **Audit Cooperation.** The Provider shall cooperate fully with any audits or record reviews conducted by the City or its authorized agents including, but not limited to, the review of eligibility documentation, claims records, and financial records related to Covered Services provided under this Agreement.

3.8 **Compliance with Law.** The Provider shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of its obligations under this Agreement, including without limitation all applicable healthcare regulatory requirements.

3.9 **Administrative Completeness.** If an administrative requirement related to documentation, enrollment procedures, record-keeping, or claims submission processes is not specifically enumerated in this Agreement but is reasonably necessary for the proper administration of the CCP, the Provider shall cooperate in good faith with the City and the TPA to satisfy such requirement. This Section shall not be construed to expand the scope of Covered Services, impose clinical obligations beyond those expressly described in this Agreement, or require the Provider to deliver services without reimbursement.

3.10 **Participant Grievance Process.** The Provider shall maintain an internal process for receiving and addressing complaints from Participants regarding the quality, timeliness, or accessibility of Covered Services. The Provider shall document all Participant complaints and report a summary of complaints and resolutions to the City or the TPA on a quarterly basis, or more frequently as requested by the City. Nothing in this Section shall be construed to create any third-party beneficiary rights in any Participant.

ARTICLE 4
OBLIGATIONS OF THE CITY

The City covenants and agrees as follows:

4.1 **Funding.** The City shall fund the CCP through the Community Care Fund, which is supported by property taxes levied for this purpose. The City's obligation to make payments under this Agreement is subject to and contingent upon the availability of funds in the Community Care Fund as further limited by the Provider Cap set forth in Exhibit A.

4.2 **Claims Administration.** The City will engage a TPA to process Provider claims in accordance with program guidelines and in a timely manner consistent with industry standards.

4.3 **Notice of Changes.** The City shall provide the Provider with reasonable advance written notice of any material changes to eligibility criteria, Covered Services, or other program requirements that may affect the Provider's obligations under this Agreement.

4.4 **Audit Rights.** The City, or its authorized agents, shall have the right to audit, inspect, and copy the Provider's records and documentation related to services provided under this Agreement to verify Participant eligibility, the propriety of claims submitted, and compliance with program requirements. Such audits may be conducted upon reasonable advance notice during normal business hours.

4.5 **Recoupment.** The City reserves the right to recoup funds paid to the Provider for services rendered to individuals who were improperly qualified as Participants, for claims that do not comply with program requirements, or for any amounts paid in excess of the Provider Cap or the Participant Cap. In the event the City determines that recoupment is necessary, it shall provide the Provider with written notice specifying the basis for recoupment and the amount to be recovered. The Provider shall remit such amount within thirty (30) days of receipt of such notice, or the Parties shall negotiate a reasonable repayment plan. Any recoupment amounts not timely paid shall bear interest at the rate of one percent (1%) per month, or the maximum rate permitted by applicable Georgia law, whichever is less, from the date payment was due until the date of payment.

4.6 **Nature of the Program.** The Community Care Program is a locally funded healthcare access program established by the City for the benefit of the community. The CCP is not a health insurance plan, managed care organization, health maintenance organization, or government health benefits program. The City is not acting as an insurer, and nothing in this Agreement shall be construed to impose upon the City any obligation, duty, or liability arising under state or federal insurance laws, managed care regulations, or the Employee Retirement Income Security Act of 1974 (ERISA). The CCP is funded through local property tax revenues allocated to the Community Care Fund and is administered at the sole discretion of the City, subject to annual funding appropriations.

4.7 **Public Awareness and Program Materials.** The City shall make program information publicly available and shall support public awareness of the CCP to the extent practicable. The City may list the Provider's name, address, contact information, and description of available Covered Services in program materials, the City's website, and communications to Participants and the public. The Provider shall cooperate with the City's public awareness efforts and shall display program information and eligibility materials at the Provider's service locations in a manner reasonably requested by the City.

ARTICLE 5
CLAIMS AND REIMBURSEMENT

5.1 **Claims Submission.** The Provider shall submit claims for Covered Services to the TPA in accordance with program guidelines. Claims shall be submitted in such form and manner as prescribed by the TPA, and the Provider shall include all information necessary for the TPA to process the claim. Except in the case of permitted retroactive billing (as set forth below), Provider shall submit all claims for Covered Services to the TPA no later than [one hundred eighty (180) days] following the date of service.

5.2 **Reimbursement Rate.** The Provider billed charge on all claims shall not exceed the applicable Medicaid Rate in effect on the date of service. Any claims that include a billed charge amount in excess of the applicable Medicaid Rate shall be denied. Claims shall be reimbursed at the lower of the Provider's billed charge or the applicable Medicaid Rate in effect on the date of service.

5.3 **Timing of Reimbursement.** The TPA shall remit payment to Provider on a claim for Covered Services no later than [sixty (60) days] following approval of such claim by the TPA.

5.4 **No Pre-Authorization.** No pre-authorization or prior approval from the City or the TPA shall be required for the rendering or reimbursement of Covered Services.

5.5 **Retroactive Billing.** Retroactive billing of Covered Services rendered prior to the Effective Date is permitted for Covered Services with dates of service on or after July 1, 2026, provided that the individual was eligible for the CCP at the time of service. Notwithstanding the foregoing, all claims for retroactive billing must be submitted to the TPA within one hundred twenty (120) days following the Effective Date. Claims submitted after such deadline shall not be eligible for reimbursement.

5.6 **Fee Schedule Updates.** The Georgia Medicaid fee schedule applicable to Covered Services is updated effective January 1 of each calendar year. Reimbursement for services rendered on or after January 1 of any year shall be at the updated rate. It is the Provider's responsibility to ensure that its billed charges reflect the then current Medicaid Rate for the applicable Covered Service.

5.7 **Caps on Payment.** All payments under this Agreement are subject to both the Provider Cap specified in Exhibit A and the Participant Cap of Ten Thousand Dollars ($10,000.00) per Participant per Program Period. Once a Participant's aggregate claims across all CCP providers reach the Participant Cap, no further reimbursement shall be made for Covered Services rendered to that Participant during the Program Period. Once the Provider's aggregate reimbursement reaches the Provider Cap, no further reimbursement shall be made to the Provider during the Program Period. The City and the TPA shall have no obligation or liability for Covered Services rendered after the Provider Cap or the applicable Participant Cap has been reached, and the Provider renders any such services at its own risk.

5.8 **Annual Adjustment.** The City reserves the right to adjust Provider Cap amounts on an annual basis upon renewal of this Agreement. Any adjustment shall be communicated to the Provider in writing no less than thirty (30) days prior to the commencement of the renewal period.

ARTICLE 6
PARTICIPANT ELIGIBILITY

6.1 **General Eligibility Requirements.** To be eligible for the CCP, an individual must satisfy all of the following criteria:

(a) **Residency.** The individual must be a resident of Muscogee County, Georgia. Acceptable proof of residency includes: a valid Georgia driver's license or identification card with a Muscogee County address; a current utility, phone, or rental receipt; employer verification; or state or federal agency verification.

(b) **No Health Coverage.** The individual must not have any private or government health insurance coverage, including but not limited to Medicare, Medicaid, PeachCare for Kids, TRICARE, or any employer-sponsored coverage.

(c) **Income.** The individual's household income must be below one hundred twenty-five percent (125%) of the Federal Poverty Level for the applicable Program Period. For purposes of this determination, "household" means those individuals related by marriage, birth, adoption, or legal guardianship residing in the same residence. Income includes wages, salaries, farm or business income, Social Security benefits, unemployment compensation, workers' compensation, VA benefits, public assistance, alimony, child support, pensions, dividends, interest, rental income, and any other regular source of income.

6.2 **Recently Released Individuals.** Following release from the Muscogee County Jail, individuals who have been incarcerated for a period of at least _30__ days shall be eligible for the CCP for a period of three (3) months post-release. After the expiration of the three-month post-release period, the individual must meet the standard eligibility criteria set forth in Section 6.1 to maintain CCP eligibility.

6.3 **Provider Responsibility.** The Provider shall be responsible for qualifying individuals as Participants and for retaining all eligibility documentation in accordance with this Agreement. The TPA shall not be responsible for verifying individual eligibility. The Provider shall use the TPA's enrollment portal to register qualified Participants. If a Participant's eligibility has been verified by another CCP provider and the Participant presents a valid CCP Participation card to Provider, Provider is not required to re-verify the Participant's eligibility.

6.4 **Annual Re-Qualification.** Participant eligibility must be verified and re-established annually. Participants determined to be eligible during a Program Period shall remain eligible through June 30 of that Program Period. Beginning July 1 of each subsequent Program Period, all Participants must re-qualify by demonstrating continued compliance with the eligibility criteria.

6.5 **Member Identification Card.** Upon enrollment, each Participant shall receive a CCP Participation card issued by the TPA. Participants shall present their CCP Participation card at each participating CCP provider location at the time of service.

ARTICLE 7
INSURANCE

7.1 **Required Coverage.** The Provider shall procure and maintain, at its sole cost and expense, throughout the term of this Agreement and any renewal thereof, the following insurance coverage:

(a) **Workers' Compensation Insurance:** Coverage meeting statutory requirements of the State of Georgia.

(b) **Commercial General Liability Insurance (Premises/Operations):** Combined single limit of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, and One Million Dollars ($1,000,000.00) annual aggregate.

(c) **Independent Contractors and Sub-Contractors:** Combined single limit of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, and One Million Dollars ($1,000,000.00) annual aggregate.

(d) **Automobile Liability (Owned/Hired/Non-Owned):** One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

(e) **Miscellaneous Errors and Omissions:** One Million Dollars ($1,000,000.00) per occurrence or claim.

(f) **Professional Liability:** One Million Dollars ($1,000,000.00) per occurrence or claim.

(g) **Medical Professional Liability:** One Million Dollars ($1,000,000.00) per occurrence or claim.

7.2 **Additional Insured.** The City shall be named as an additional insured on all policies required under this Article 7.

7.3 **Notice of Cancellation.** The Provider shall ensure that all insurance policies required hereunder provide for at least thirty (30) days' prior written notice to the City of any cancellation, non-renewal, or material change in coverage.

7.4 **Carrier Rating.** All insurance policies required under this Agreement shall be issued by insurance carriers with a Best's Rating of no less than A-VII or an equivalent rating acceptable to the City.

7.5 **Certificates of Insurance.** The Provider shall furnish the City certificates of insurance evidencing the required coverage within ten (10) business days of the Effective Date and upon each renewal thereof. Such certificates shall identify the City as an additional insured and shall reference this Agreement.

ARTICLE 8
INDEMNIFICATION

8.1 **Provider Indemnification.** The Provider covenants to save, defend, hold harmless, and indemnify the Columbus Consolidated Government, and all of its officers, departments, agencies, agents, and employees (collectively, the "City Indemnitees") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Provider's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by this Agreement.

8.2 **Hold Harmless.** The Provider hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (the City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Agreement.

8.3 **Survival.** The Parties' obligations pursuant to this Article 8 shall survive any acceptance of services, or termination or expiration of this Agreement.

ARTICLE 9
GENERAL PROVISIONS

9.1 **Term and Termination**.

(a) **Initial Term.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term of one (1) year (July 1, 2026 through June 30, 2027), unless earlier terminated in accordance with this Section.

(b) **Renewal.** This Agreement shall automatically renew for up to four (4) additional successive one-year periods unless either Party provides written notice of non-renewal

to the other Party at least sixty (60) days prior to the expiration of the then-current term. Provider Cap amounts, as set forth in Exhibit A, may be adjusted on an annual basis upon renewal.

(c) **Termination for Convenience.** Either Party may terminate this Agreement by giving sixty (60) days' prior notice, in writing, to the other Party.

(d) **Termination for Default.** If the Provider refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the City may notify the Provider in writing of the delay, nonperformance or breach, and if not cured within thirty (30) days or any longer time specified in writing by the City, the City may terminate the Provider's right to proceed with this Agreement or such part of this Agreement as to which there has been delay, failure to properly perform, or breach. In the event of termination in whole or in part, the City may procure similar services from other sources, in a manner and upon terms deemed appropriate by the City. The Provider will continue performance of this Agreement to the extent it is not terminated and will be liable for excess costs incurred in procuring similar services.

(e) **Immediate Termination.** The City may terminate this Agreement immediately upon written notice if (i) the Provider or any of its officers, directors, or employees becomes excluded, debarred, or suspended from participation in any federal or state healthcare program, or (ii) the Provider fails to maintain all applicable licenses, certification, accreditations or other authorizations legally required to render the Covered Services.

(f) **Compensation Upon Termination.** Payment for Covered Services rendered prior to the termination of this Agreement will be paid in accordance with this Agreement subject to any applicable Provider Cap or Participant Cap. The City may withhold from amounts due the Provider such sums as the City deems to be necessary to recoup any overpayments to the Provider or to protect the City against loss because of outstanding liens or claims.

(g) **Continuity of Care.** Upon termination or expiration of this Agreement for any reason, the Provider shall continue to provide Covered Services to Participants who are in active treatment for a period of sixty (60) days following the effective date of termination or expiration (the "**Transition Period**"), or until the Participant's course of treatment is completed, whichever occurs first. The City shall reimburse the Provider for Covered Services rendered during the Transition Period in accordance with the reimbursement terms of this Agreement and subject to any applicable Provider Cap or Participant Cap. During the Transition Period, the Provider shall cooperate with the City and any successor provider to facilitate the orderly transfer of patient care, including the provision of medical records and care summaries as permitted by applicable law.

(h) **Non-Appropriation**. This Agreement is contingent upon the annual appropriation of funds by the Columbus City Council for the Community Care Program. If the Columbus City Council does not appropriate funds for the Community Care Fund for any subsequent fiscal year, this Agreement shall terminate automatically as of July 1 of the unfunded fiscal year, without penalty or further liability to either Party, except for obligations accrued prior to the termination date. The City shall provide written notice to the Provider as soon as practicable if appropriation of funds is not anticipated.

(i) **Excuse for Nonperformance or Delayed Performance.** Neither Party shall be liable for any failure or delay in performance due to acts of God, acts of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather, provided that the affected Party shall use reasonable efforts to mitigate the effects thereof and shall resume performance as soon as practicable.

9.2 **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered (a) upon personal delivery, (b) upon confirmation of transmission by facsimile or electronic mail, or (c) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the City:

Columbus Consolidated Government
Post Office Box 1340
Columbus, Georgia 31902
Attention: City Manager

With a copy to:

Office of the City Attorney
Post Office Box 1340
Columbus, Georgia 31902
Attention: City Attorney

If to the Provider:

[Provider Name]
[Street Address]
[City, State ZIP]
Attention: [_____]

With a copy to:

[Name]
[Street Address]
[City, State ZIP]
Attention: [_____]

Either Party may change its address for notice purposes by providing written notice to the other Party in accordance with this Section.

9.3 **Independent Contractor.** The Provider is and shall remain an independent contractor of the City. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, or employer-employee relationship between the Parties. Neither Party shall have the authority to bind the other or to incur any obligation on behalf of the other without the prior written consent of such Party.

9.4 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia, both as to interpretations and performance. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Muscogee County, Columbus, Georgia, or if federal jurisdiction exists, in the United States District Court for the Middle District of Georgia, Columbus Division.

9.5 **Assignment.** The Provider shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title or interest in or to the same, or any part thereof, without previous written consent of the City. Any attempted assignment without such consent shall be null and void.

9.6 **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall confer upon any Participant or any other third party any right, remedy, or claim under or by reason of this Agreement. Participants do not have any direct rights, claims, or causes of action under this Agreement.

9.7 **Amendments.** This Agreement may not be amended, modified, or supplemented except by a written instrument duly executed by both Parties.

9.8 **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, and the remaining provisions shall continue in full force and effect.

9.9 **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties relating thereto.

9.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed to have the same force and effect as original signatures.

9.11 **E-Verify Compliance.** Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. The Provider certifies that it has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, to verify the employment eligibility of all new employees.

9.12 **Non-Discrimination and Equal Opportunity.** The Provider shall comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap. The City has an Affirmative Action Program in connection with Equal Employment Opportunities.

9.13 **Drug-Free Workplace.** Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, the Provider shall comply with all applicable Federal and State Drug Free Workplace Acts.

9.14 **Compliance with Federal, State, and Local Law.** The Provider shall comply with all federal, state and local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed services. Ignorance on the part of the Provider shall not, in any way, relieve the Provider from responsibility for compliance with said laws and regulations or any of the provisions of this Agreement.

9.15 **Subcontracting.** Should the Provider subcontract all or any part of the services specified under this Agreement, the names and addresses of subcontractors must be disclosed to the City in writing. The Provider shall be responsible for subcontractors' full compliance with the requirements of this Agreement. The City will not be responsible for payments to subcontractors. All payments shall be made directly to the Provider.

9.16 **Taxes.** The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

9.17 **Conflict of Interest.** Neither the Mayor nor any member of the Columbus Council shall have a substantial pecuniary interest in any business that is a party to this Agreement. No member of any board, authority, or commission of the consolidated government shall have a substantial pecuniary interest in any business that is a party to this Agreement if such Agreement pertains to the board, authority, or commission on which such person holds membership.

9.18 **Clinical Independence.** Nothing in this Agreement shall be construed to interfere with the Provider's independent professional medical judgment in the treatment of Participants. The City does not exercise control over the Provider's clinical decisions, treatment protocols, or medical practices. The Provider retains sole responsibility for the quality and appropriateness of all medical services rendered to Participants.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY:

COLUMBUS CONSOLIDATED GOVERNMENT

	Date

APPROVED AS TO FORM:

	Date

ATTEST:

	Date

PROVIDER:

[PROVIDER NAME]

Authorized Representative	Date
Printed Name	Printed Name

EXHIBIT A

PROVIDER CAP SCHEDULE

Program Period: July 1, 2026 – June 30, 2027

The following table sets forth the maximum annual aggregate reimbursement amount (the "**Provider Cap**") payable to the undersigned participating provider under the Community Care Program during the Program Period:

Provider Name	Provider Type	Annual Provider Cap
St. Francis Hospital	Hospital	$2,000,000.00

Notes:

1. Provider Cap amounts are subject to annual adjustment upon renewal of the Agreement.
2. The Participant Cap of Ten Thousand Dollars ($10,000.00) per Participant per Program Period applies across all providers.
3. Provider Cap amounts reflect the maximum allocation; actual reimbursement is based on claims submitted and approved.