

BOARD OF COUNTY COMMISSIONERS

DATE: September 22, 2009

AGENDA ITEM NO. 29a

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Master Pinellas County Health Plan Provider Agreement between Pinellas County and Local Pinellas County Hospitals

Department:

Health and Human Services

Staff Member Responsible:

Maureen Freaney, Director

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE ATTACHED MASTER PINELLAS COUNTY HEALTH PLAN PROVIDER AGREEMENT BETWEEN THE BOARD AND LOCAL PINELLAS COUNTY HOSPITALS, AND FURTHER AUTHORIZE THE EXECUTION OF INDIVIDUAL AGREEMENTS.

Summary Explanation/Background:

In order to provide comprehensive health care in the most effective manner possible to the greatest number of Pinellas County residents, the Pinellas County Health Plan (PCHP) model was developed based on the "Medical Home" model. The restructured PCHP was implemented on October 01, 2008.

As part of this program, Health and Human Services (HHS) is working with key stakeholders from multiple agencies including the Pinellas County Health Department (PinCHD) and Community Health Centers of Pinellas, Inc. (CHCP) to provide preventive and primary healthcare, pharmaceuticals, and wellness services to the adult (18-64 years) uninsured targeted population. The County also has an existing agreement with Universal Health Care for the provision of specialty healthcare services awarded through the competitive bid process. The most difficult service contracts to restructure and execute were for hospital and ambulatory surgical services. At the end of a very challenging process, which included a bid closed on September 9, 2008 with no responsive bidders, an agreement with BayCare Health Systems and Bayfront Medical Centers, Inc. was approved by the BCC on January 20, 2009.

Under the Pinellas County Health Plan Provider Agreement, participating local hospitals shall provide Ambulatory Surgical Center Procedures, Inpatient Care Services, Inpatient Rehabilitation, Skilled Nursing, and other services as authorized by the Pinellas County Department of Health and Human Services (HHS) to residents enrolled in the PCHP. Participating hospital systems must agree to continue providing these same services to PCHP clients even if the allocated funds are depleted.

The County has also been partners for years with Bayfront Medical Centers, Inc. and BayCare Health Systems in drawing down additional dollars through the State Low Income Pool (LIP) Program. We will be requesting a letter from other participating hospital systems stating their willingness to be a "banker" hospital for this purpose to be submitted by December 31, 2009. This will allow time for hospital systems that have not been a "banker" before to review and understand this potential obligation.

This agreement shall become effective October 01, 2009 and shall remain in full force and effect through September 30, 2011.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding participating providers will receive under this agreement is an amount not to exceed \$6,000,000.00 during the term of this agreement. Funding for this agreement consists of anticipated intergovernmental transfers to be made by the County to the State under the State of Florida, Agency for Health Care Administration Low Income Pool Program

Exhibits/Attachments Attached:

- 1 Contract Review Transmittal Slip
- 2 Master PCHP Provider Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Master Pinellas County Health Plan Provider Agreement

CONTRACT NO. _____ ESTIMATED EXPENDITURE / REVENUE: \$ 6,000,000.00
(Circle or underline appropriate choice above)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment.

Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT: _____

COMMENTS REVIEWED

REVIEW SEQUENCE	DATE	INITIALS/ SIGNATURE	COMMENTS (IF ANY)	& ADDRESSED OR INCORPORATED (ORIGINATOR'S INITIALS & DATE)
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Originator	9/1/09	<i>[Signature]</i> 9/18/09		
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Risk Management	9/2/09	<i>[Signature]</i> <i>Revision</i> N/A		
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(see Contract Review Process)

OMB		N/A		
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(see Contract Review Process)

Finance	9/2/09	<i>[Signature]</i> 9/17/09		
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(see Contract Review Process)

Assistant County Administrator	9/4/09	<i>[Signature]</i> 9/17/09		
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Legal	9/4/09	<i>[Signature]</i> 9/17/09	0.3 need signature for Finance, ACA: Legal b/c no Risk change to K. in	
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Please return to Katherine B Adams by _____ All inquiries should
be made to Katherine B Adams ext. 4-8438. Thank you.

MASTER PINELLAS COUNTY HEALTH PLAN PROVIDER AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of September, 2009, by and between the PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "PROVIDERS".

W I T N E S S E T H:

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 PROVIDERS; and

WHEREAS, the COUNTY provided the opportunity for hospitals in the community to participate in the Pinellas County Health Plan through the County bid process; and

WHEREAS, the COUNTY did not receive bids for provision of the requested services; and

WHEREAS, the COUNTY after full consideration determined that the PROVIDERS provide the broadest geographical coverage for provision of services to residents of Pinellas County enrolled in the Pinellas County Health Plan; and

WHEREAS, participation by the COUNTY and the PROVIDERS in this program will increase provision of health care services in Pinellas County; and

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

WHEREAS, the COUNTY desires to increase access to health care for the indigent through the establishment of medical homes for those receiving County assistance; and

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

WHEREAS, the COUNTY is committed to assisting residents requiring medical care; and

WHEREAS, the PROVIDERS have staff and facilities available to provide medical care to eligible Pinellas County residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between COUNTY and PROVIDERS as follows:

I. GRANT OFFER TO PROVIDERS

The COUNTY hereby makes a grant offer to the PROVIDERS under the terms and conditions of this Agreement and applicable rules and regulations of the Board of County Commissioners of Pinellas County. This Agreement shall be contingent upon the AGENCY FOR HEALTH CARE ADMINISTRATION'S, hereinafter referred to as "AHCA", execution of an agreement with COUNTY for participation in the Low Income Pool.

II. SCOPE OF MEDICAL SERVICES

a) Funding provided in this Agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

b) The PROVIDERS shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Plan as authorized by the Pinellas County Department of Health & Human Services:

1. Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
2. Inpatient care services.
3. Inpatient pharmacy, medical/surgical supplies, pathology and anesthesiology and all other services such as ancillary diagnostic imaging as related to inpatient stays.
4. Inpatient rehabilitation services as related to approved PROVIDERS admissions
5. Radiology and other ancillary services for outpatient County clients.
6. Skilled nursing services.

c) The PROVIDERS shall not exclude access to any Pinellas County resident enrolled in the Pinellas County Health Plan as authorized by the Pinellas County Department of Health & Human Services to any of its member Hospitals and/or Facilities.

d) The PROVIDERS will work with COUNTY to enroll potential clients who appear eligible based on financial screening done at PROVIDERS sites.

e) The PARTIES agree to use INTERQUAL criteria as a guideline in determining admission to PROVIDERS.

f) Provision of medical services shall be performed consistent with the standards provided for in the Pinellas County Health Plan Providers Manual.

g) Failure of a PROVIDER to comply with the requirements of this section shall be considered material breach and shall be a cause for immediate cancellation (see Section IX) and

a primary factor of consideration for future Agreements for provision of medical services with COUNTY.

III. COMPENSATION

a) The total compensation provided for under this Agreement shall be in an amount of Six Million and No/00 Dollars (\$6,000,000.00) not to exceed Three Million and No/00 Dollars (\$3,000,000.00) per year to be apportioned between Providers based on State of Florida Low Income Pool methodology. (See Attachment A.)

b) PROVIDERS shall forfeit their apportionment of funding under this Agreement for: 1. failure to execute this Agreement or 2. failure to comply with the terms of this Agreement as provided for in Section IX of this Agreement.

c) In the event that a PROVIDER forfeits their apportionment of funding under this Agreement the remaining portion shall be divided between the remaining parties consistent with an updated funding matrix.

d) PROVIDERS shall be paid quarterly consistent with section III of this Agreement by funds received from the State Low Income Pool Program Agreement between the AHCA and COUNTY for services provided during the term of this Agreement. On a quarterly basis, PROVIDERS shall submit documentation consistent with Section VII of this Agreement.

e) COUNTY shall reimburse PROVIDERS in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section VII. When the required quarterly report(s) is/are incomplete or untimely, COUNTY may hold payment until such time as the COUNTY accepts the remedied documentation and/or report(s).

f) COUNTY shall remain a payer of last resort.

g) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.

h) In the event that funds available for services under this Agreement become fully encumbered, PROVIDERS shall continue to provide services to enrolled County clients, to the extent specified in this Agreement, through the remainder of term of this Agreement, at no additional expense to COUNTY. PROVIDERS shall not require any payments of any patient enrolled for services in the Pinellas County Health Plan.

IV. PERIOD OF AGREEMENT

This Agreement shall be in effect from October 01, 2009 and shall be in full force and effect between COUNTY and PROVIDERS up through and including September 30, 2011.

V. RECORDS

a) The PROVIDERS shall keep adequate records and supporting documentation applicable to the delivery of medical services under this Agreement. Said records and documentation shall be retained for a minimum of seven (7) years from the date this Agreement is completed and accepted by the COUNTY. COUNTY and its authorized agents shall have the right to review, inspect and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at COUNTY expense.

b) PROVIDERS shall make available to the COUNTY, for periodic audit, data prepared under their regular accounting procedures using their normal rate charges for all patients covered by this Agreement. Information shall contain the patient's name and detailed information about the services rendered by PROVIDERS. Data regarding service provided in furtherance of this Agreement may be separately and directly provided.

c) This Agreement shall in no way interfere with the treatment procedures of patient as carried by or under the direction of any physician or other authorized individual.

VI. ELECTRONIC DATA EXCHANGE

a) The COUNTY is implementing a new computer system during the term of this Agreement.

b) PROVIDER agrees to work with the COUNTY to implement automated electronic data exchanges contributing in the following areas:

1. Definition of a reasonable schedule that meets the project constraints.
2. Definition of exchange format, focusing on standards for exchange protocols whenever possible.
3. Setup and maintain HIPAA-compliant, secure FTP site to exchange data.
4. Exchange test data files and verify file is compliant with agreed upon intervals that meet the County's business needs.

VII. REPORTS

a) PROVIDERS shall produce standardized quarterly reports, utilizing the format established by the County in its Policies and Procedures including, but not limited to, the following information on three types of patients: 1) enrolled patients directly referred to the hospital either via medical homes or specialty network, 2) enrolled patients who are admitted for inpatient services as a result of an emergency room visit (upon receipt of County enrollment data), and 3) patients who become enrolled in a medical home within 30 days of their inpatient discharge date (upon receipt of County enrollment data). Specific data includes: client identifier (including date of birth and social security number), client name, client street, city, and zip code address, start and end dates of service, place of service, service type, referral source, referring

physician, ICD9 and CPT diagnostic codes, Medicaid reimbursement rate for services rendered, number of unique clients served, average cost per client, frequency of diagnoses, average cost by diagnosis and average length of service. Quarterly reports are due on or before the fifteenth day of the month following the end of the previous quarter. (See Attachment B for reporting dates).

b) The County reserves the right to modify report formats with the aim to collect the most meaningful and significant data.

VIII. LOW INCOME HEALTH CARE TRUST FUND

The PARTIES agree to establish and maintain the Pinellas County Low Income Health Care Trust Fund to be financed by funds received from the State through the Low Income Pool Program Agreement between the AHCA and COUNTY.

IX. CANCELLATION OF AGREEMENT

a) Failure of the PROVIDERS to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the COUNTY.

b) Failure of the COUNTY to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the PROVIDERS.

c) The Providers may cancel this Agreement upon written notice to the County which shall be issued at least sixty (60) days prior to October 1, 2010. Cancellation under this provision shall be effective October 1, 2010. There shall be no other option for cancellation of this Agreement.

d) The County may cancel this Agreement upon written notice to the Providers which shall be issued at least thirty (30) days prior to October 1, 2010. Cancellation under this

provision shall be effective October 1, 2010. There shall be no other option for cancellation of this Agreement.

X. WAIVER OR MODIFICATION

There shall be no waiver or modification of this Agreement or of any covenant, condition or limitation herein contained unless mutually agreed upon by the COUNTY and the PROVIDERS and incorporated as written amendments to the Agreement.

XI. INDEMNIFICATION

The PROVIDERS agree to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

XII. INDEPENDENCE OF PROVIDERS

It is understood and agreed that the PROVIDERS are not agents, employees or representatives of the COUNTY. The PROVIDERS are and shall remain an independent contractor with respect to all services performed under this Agreement. No partner relationship between the COUNTY and the PROVIDERS is created or intended by this Agreement. None of the directors, officers, principals or partners of the PROVIDERS shall be deemed to be employees of the COUNTY for any purpose whatsoever.

XIII. CONFORMITY TO THE LAW

a) PROVIDERS shall comply with all federal, state and local laws and ordinances, and any rules or regulations adopted thereunder.

b) PROVIDERS agree to maintain all appropriate State of Florida insurance certifications and shall maintain necessary licenses and certifications for the term of this Agreement.

XIV. NON-DISCRIMINATION

a) PROVIDERS shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, color, religion, national origin or disability. PROVIDERS shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

b) At no time will patients served under this Agreement be segregated or separated in a manner that may distinguish them from other patients in the PROVIDERS.

XV. NON ASSIGNABILITY

No interest under this Agreement may be assigned, nor duties hereunder delegated, without prior written consent of the Board of County Commissioners. In case such consent is given, the PROVIDERS shall file with the Board of County Commissioners copies of all subcontracts. No subcontract or transfer of Agreement shall in any case release the PROVIDERS of any liability under the Agreement.

XVI. SEVERABILITY

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

XVII. AGREEMENT COVERED BY FLORIDA LAW

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

XVIII. AGREEMENT MANAGEMENT

The Pinellas County Health & Human Services Department designates the following person as the liaison between the COUNTY and the PROVIDERS:

Lynn Kiehne
Pinellas County Health & Human Services Department
2189 Cleveland Street
Clearwater, Florida 33765
(727) 464-8410

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST:
Ken Burke
Clerk of Circuit Court

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

By: _____
Deputy Clerk

By: _____
Chairman


PROVIDER:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By:  _____
Attorney

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Attachment A

Medicaid Number	Provider	Medicaid + Charity + 50% Bad Debt (1)	Proportional Adjustment for Remaining (non rural) Hospitals (1)	Pinellas County Allocation Percentage by Hospital	Pinellas County Allocation Percentage by Network	Pinellas County Health Plan Allocation by Hospital	Pinellas County Health Plan Allocation by Network
101567	Bayfront Medical Center Subtotal Bayfront Medical Center	0.00931	1,120,432	24.28%	24.28%	728,388	728,388
102598	Edward White Hospital	0.00128	153,678	3.33%		99,905	
119741	Largo Medical Center (2)						
115193	Northside Hospital & Heart Institute	0.00350	421,803	9.14%		274,212	
120103	St. Petersburg General Hospital	0.00331	398,951	8.65%		259,356	
101591	Sun Coast Hospital Subtotal HCA Hospitals	0.00129	154,905	3.36%	24.47%	100,703	734,177
101613	Helen Ellis Memorial Hospital Subtotal Helen Ellis Memorial Hospital	0.00145	174,153	3.77%	3.77%	113,216	113,216
101541	Mease Hospital	0.00481	578,772	12.54%		376,257	
101583	Morton F. Plant Hospital	0.00848	1,020,528	22.11%		663,441	
120227	Saint Anthony's Hospital Subtotal BayCare Health System	0.00491	591,485	12.82%	47.47%	384,522	1,424,219
	Totals		4,614,707			3,000,000	3,000,000

(1) - Sourced to Low Income Pool (LIP) Payments to Low-Income Hospitals State Fiscal Year 2008-2009, Draft 6/10/09, Calculations for Rural and Non-Rural Hospital Provider Access Systems
(2) - Per AHCA, based on the data used for State Fiscal Year 2008-2009, Largo Medical Center did not meet the minimum thresholds for Proportional Adjustment funding

Attachment B

Reporting Due Dates
Master Provider Agreement

January 15, 2010

April 15, 2010

July 15, 2010

October 15, 2010

Encrypted files should be sent to Lynn Kiehne, Health Care Administrator, Pinellas County. These can be emailed to lkiehne@pinellascounty.org.