



BOARD OF COUNTY COMMISSIONERS

DATE: December 11, 2012

AGENDA ITEM NO. 16

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Community Health Centers Health Care Agreement between Pinellas County and Community Health Centers of Pinellas, Inc.

Department:

Health and Human Services

Staff Member Responsible:

Gwendolyn Warren, Director

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE COMMUNITY HEALTH CENTERS HEALTH CARE AGREEMENT BETWEEN PINELLAS COUNTY AND COMMUNITY HEALTH CENTERS OF PINELLAS, INC.

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 model was developed based on the Patient-Centered Medical Home Model. The restructured Pinellas County Health Plan was implemented on October 1, 2008.

As part of this program, the Department of Health and Human Services works with key stakeholders from multiple agencies including the Pinellas County Health Department, the Community Health Centers of Pinellas, behavioral health and substance abuse treatment providers, and partners in the medical community, including hospitals, to provide preventative and primary healthcare, pharmaceuticals, and wellness services to low-income uninsured County residents age 18-64.

Community Health Centers of Pinellas has been a medical provider for the Pinellas County Health Program since it was implemented in 2008. The Fiscal Year 2012 contract expired on September 30, 2012. During the summer of 2012, the Department began its annual contract review and renewal process. Due to the uncertainty of the County's final Medicaid retroactive bill amount and the millage rate increase, the Department requested a 90 day extension of the Fiscal Year 2012 contract to ensure continuity of services while the final budget appropriation was being determined. The Board approved the 90 day extension, which expires on December 31, 2012.

In an effort to better align our services with the Board's strategic direction, the Department used the three month extension period to implement specific performance measures, target at-risk communities, realize cost efficiencies, and utilize the Community Help and Electronic Data Application System (CHEDAS) for invoicing, data management, and reporting requirements in the new contract.

Under this Agreement, Community Health Centers of Pinellas will provide primary care and preventive services in five (5) Medical Home sites located throughout the County. Community Health Centers of Pinellas will also provide: integrated behavioral health services, on-site relief of pain dental services, on-site preventive dental care for high-risk patients and on-site pharmaceutical services through their 340-B pricing for eligible clients. Community Health

Centers will refer clients to a network of medical providers and hospitals for specialty medical care, inpatient and ambulatory care, home health care, and durable medical equipment.

Notable changes to the contract include:

- Changing the payment structure to allow for a higher encounter rate for physicians (\$124.00) than for mid-level providers (\$105.40)
- Returning Pinellas County Health Plan eligibility determination to the Health and Human Services Department
- Providing in-house relief of pain dental services, at an encounter rate of \$70 per client (a savings of \$30 per client from the previous contract.)
- Providing limited in-house preventive dental services for high-risk clients with cardiovascular disease and/or diabetes at an encounter rate of \$70 per client.
- Coordinating MedNet enrollment for all Pinellas County Health Plan clients to ensure free prescription medications
- Cost-containment efforts limiting the number of encounters per client to 1 encounter per month and a maximum of 4 encounters per year, unless otherwise authorized by the Medical Director.
- Requiring the use of CHEDAS for all data entry, invoicing, and reporting
- Implementing clinical reporting measures based on national Healthcare Effectiveness Data and Information Set (HEDIS) and Uniform Data Reporting System (UDS) requirements

Community Health Centers of Pinellas is a unique contractual partner since it is the only Federally Qualified Health Center in Pinellas County other than the Department's Mobile Medical Unit (a full-service medical home that serves the homeless.) Federally Qualified Health Centers were created through Federal Government action and enjoy a special status as a provider for underserved populations.

If approved, this agreement shall be in effect from January 01, 2013 through December 31, 2013. The twelve (12) month time frame allows the Department to collect baseline measures in order to prepare for the full implementation of the *Affordable Care Act* in January 2014. By the summer of 2013, the Department should have sufficient measures to make modifications to the contract if needed and also make recommendations to the Board on how to best prepare the County for health care reform.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding Community Health Centers of Pinellas will receive under this agreement is \$2,067,162.00, an increase in funding of \$243,102.00 from the previous contract. The increased funding allocation from the previous contract year reflects available funding made available through a settlement negotiation with HCA Holdings, Inc. and the County's participation in the state Low Income Pool program. These additional monies allowed for an increase in services provided by Community Health Centers of Pinellas.

Funding for this agreement will be provided by a combination of funding streams consisting of intergovernmental transfers and anticipated intergovernmental transfers made to the State by the County under the State of Florida, Agency for Health Care Administration Low Income Pool program and proceeds from a settlement negotiation from HCA Holdings, Inc.

As part of the legal settlement with HCA Holdings, Inc., the County received \$1,450,000.00 for the exclusive use of non-hospital providers in the Pinellas County Health Program. The Department selected Community Health Centers of Pinellas to accept this funding in advance for their Fiscal Year 2013 contract, thereby eliminating the need for County General fund dollars for the contract term. In addition, and as in years past, the Department participates in the Low Income Pool program with the Florida Agency for Health Care Administration. The Department provides \$617,162.00 in funding to the State which is later drawn down by Community Health Centers and credited back to the Department in lieu of contract payments. The monies provided to the Low Income Pool program offset the need for County General Fund dollars to finance the contract. Because of the new pre-payment structure, the Department ensured that stricter performance and compliance requirements were added to the contract and accompanied by strict financial penalties for non-compliance.

Exhibits/Attachments Attached:

1. Contract Review Transmittal Slip
2. CHCP Health Care Agreement
3. Attachment A – Insurance Requirements

CATS # 41192**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

PROJECT: Community Health Centers Health Care Agreement

CONTRACT NO: _____ ESTIMATED EXPENDITURE/REVENUE: \$2,067,162.00
(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: _____

REVIEW SEQUENCE	DATE	INITIALS/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED (ORIGINATOR'S INITIALS & DATE)
Originator	<u>11/20</u>	<u>[Signature]</u>	<u>Approved for review for Henderson</u>	
Risk Management (see Contract Review Process)	<u>11/20</u>	<u>[Signature]</u>	<u>Pls see insurance requirements - Attachment A</u>	<u>[Signature]</u>
OMB (see Contract Review Process)	<u>N/A</u>			
Finance (see Contract Review Process)	<u>11/20/12</u>	<u>CBW</u>		
Legal	<u>11/24/12</u>	<u>[Signature]</u>		
Assistant County Administrator	<u>11/27/12</u>	<u>CA</u>		

Please return to Katherine B Adams by _____. All inquiries should be made to Katherine B Adams ext. 4-8438. Thank you.

COMMUNITY HEALTH CENTERS HEALTH CARE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2012, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "County", and the **COMMUNITY HEALTH CENTERS OF PINELLAS, INC.**, herein after called "CHCP."

WITNESSETH:

WHEREAS, the County desires to increase access to health care for the low income, uninsured residents of Pinellas County through the Pinellas County Health Program; and

WHEREAS, it is the goal of the Pinellas County Health Program to increase access to quality healthcare, improve the health outcomes of low-income/high risk individuals, and reduce health disparities in targeted communities; and

WHEREAS, CHCP desires to continue working with the County to provide health care services to adult (18-64 years) uninsured residents of Pinellas County living at or below 100% of the Federal Poverty Level; and

WHEREAS, CHCP will work with key stakeholders from multiple agencies in Pinellas County to provide these primary health care services; and

WHEREAS, this will allow CHCP's other funding sources to finance services in keeping with their mission as a Federally Qualified Community Health Center; and

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

Section 1. Term of Agreement. This Agreement will be effective for a period of one (1) year effective January 1, 2013, and expiring on December 31, 2013.

Section 2. Scope of Health Care Services CHCP shall provide:

- (a) Health care services to low income uninsured citizens of Pinellas County consistent with Pinellas County Health and Human Services Department (HHS) requirements. Provision of health care services under this Agreement is limited to individuals who meet Pinellas County Health Program (PCHP) eligibility criteria as to citizenship, residency, income, and insurance requirements. The County may waive this requirement for the initial visit of an individual claiming indigent status.
- (b) Primary health care services for County eligible clients in five (5) medical homes located at:
 - a. Johnnie Ruth Clark Health Center: 1344 22nd Street South St. Petersburg, FL 33712. Tel (727) 824-8181
 - b. Community Health Centers at Largo: 12420 130th Avenue North Largo, FL 33774. Tel (727) 824-8181
 - c. Community Health Centers at Tarpon Springs: 247 South Huey Avenue Tarpon Springs, FL 34689. Tel (727) 824-8181
 - d. Community Health Centers at Clearwater: 707 Druid Road East Clearwater, FL 33756. Tel (727) 824-8181
 - e. Community Health Centers at Pinellas Park: 7550 43rd Street North Pinellas Park, FL 33781. Tel (727) 824-8181

- (c) Core services provided through the Pinellas County Health Program shall include:
- a. Provision of primary and preventive care services as outlined in Section 3 of this Agreement.
 - b. Referral to specialty laboratory services as outlined in Section 4 of this Agreement.
 - c. Integration of behavioral health care with primary care services as outlined in Section 5 of this Agreement.
 - d. Provision of prescription medications through on-site pharmacy services, County contracted pharmacy services, and a compassionate drug patient assistance program as outlined in Section 6 of this Agreement.
 - e. Provision of relief of pain dental services as outlined in Section 7 of this Agreement.
 - f. Provision of high-risk preventive dental services as outline in Section 8 of this Agreement.
 - g. Referral to specialty care services as outlined in Section 9 of this Agreement.
 - h. Referral to home health care services and durable medical equipment as outlined in Section 10 of this Agreement.
- (d) The following patient-centered medical home tenets when delivery core services:
- a. **Relationship**, including communication and understanding between the patient, the physician and physician-directed healthcare team (including contracted behavioral health specialists).
 - b. **Continuity of care**, including the requirement that at least 70% of a client's medical home visits are with the same physician/physician team and that each annual check-up be with a physician (M.D. or D.O.) The standards also require documentation of all consultations, referrals and appointments in the clinical record.
 - c. **Comprehensiveness of care**, including preventive and wellness care, acute injury and illness care, and chronic illness management. Standards

for the provision of appropriate patient education, self-management and community resources also are addressed.

- d. **Accessibility**, including written policies that support patient access and routine assessment of patients' perceptions and satisfaction regarding access to the medical home.
- e. **Quality**, including patient care that is physician directed, the use and periodic assessment of evidence based guidelines and performance measures in delivering clinical services, and ongoing quality improvement activities.

Section 3. Primary Care and Preventive Services. CHCP shall act as a medical home for the provision of primary care and preventive services at sites listed in Section 2(b) of this Agreement and subject to compensation listed in Section 13(b) of this Agreement. Primary care and preventive services include, but are not limited to:

- a) **Clinical visits**, including, but not limited to: general medical examinations, taking client medical and social history, current medications and diagnoses, chief complaint, vitals, review of systems, and exams relevant for visit type. The medical provider shall exercise independent judgment in rendering a diagnosis, assessment, appropriate laboratory testing, ordering/prescribing prescriptions, referrals for additional covered services (as needed) and a treatment and/or prevention plan to the client.
- b) **Basic Laboratory Services and Tests** to include Microscopy, Specimen Handling and Transport. The basic tests and services are: Clinical Laboratory Improvement Amendments (CLIA) waived tests, Complete Blood Count (CBC) with differential and platelets, Comprehensive Metabolic Profile, Lipid profile, Thyroid-stimulating hormone (TSH), Prostate-Specific Antigen (PSA), Hemoglobin A1C (HgbA1c), International Normalized Ratio (INR), Urinalysis, Cervical Cytology Screening, and Fecal Immunochemical Test (FIT) or High Sensitivity Hemocult. Other laboratory and pathology services are considered specialty laboratory services and are discussed in Section 4 of this Agreement.

- c) **Adult Immunizations** as per the Centers for Disease Control and Prevention's Recommended Adult Immunization Schedule for the United States 2012, including, but not limited to: influenza, hepatitis B, and pneumovax vaccines.
- d) **Electrocardiography (EKG) and/or Spirometry** as medically necessary.
- e) **Wellness screening and prevention services** based on the United States Preventive Services Task Force's recommendations including, but not limited to: Alcohol Misuse Screening and Behavioral Counseling intervention, Aspirin for the prevention of cardiovascular disease, Chlamydial infection screening, Colorectal cancer screening, Depression screening, Folic Acid Supplementation, Gonorrhea screening, High blood pressure screening, HIV screening, Lipid disorders screening, Obesity screening, Sexually transmitted infections counseling, Syphilis infection screening, Tobacco use and Tobacco-Caused disease counseling and intervention, and Type 2 Diabetes Mellitus screening. Breast cancer screening and cervical cancer screening services shall be based on the American Congress of Obstetricians and Gynecologists and the Uniform Data System operated by the Health Resources and Services Administration, respectively. All services shall be provided to eligible patients, per service age and gender requirements.
- f) **Healthy behaviors, education and nutrition services** including but not limited to, disease case management, diabetes education, tobacco cessation, chronic disease prevention, weight loss and management programs and other healthy lifestyles programs.
- g) **Behavioral health assessments** for all new clients and as necessary based on screening tools utilized by Directions for Living, Inc. (Directions), the contracted behavioral health care provider, including but not limited to the PHQ-9 Patient Health Questionnaire, GAD-7 General Anxiety Questionnaire, MDQ-Mood Questionnaire, and Substance Use Questionnaire, as provided by Directions.

Section 4. Specialty Labs Services. CHCP shall provide basic laboratory services and tests as described in Section 3(b). All other laboratory and/or pathology

services and tests are defined as specialty labs. Specialty labs will be solely provided to PCHP clients through a contract with LabCorp.

Section 5. Behavioral Health Care Services. Behavioral health care services will be solely provided to PCHP clients through a contract with Directions for Living, Inc. (Directions) Contracted behavioral health staff will be an integrated and active part of the medical home client care team. CHCP must provide a private, fixed, HIPAA compliant office space for use by Directions contracted behavioral health staff and provide access to appropriate and necessary clinical medical records.

CHCP medical staff will provide a Behavioral Health Assessment to all new clients and as necessary to determine exacerbations or progress with treatment. Clients must complete the following self-administered screening tools, as provided to CHCP by Directions: PHQ-9 Patient Health Questionnaire, GAD-7 General Anxiety Questionnaire, MDQ-Mood Questionnaire, and Substance Use Questionnaire. CHCP medical staff will score these initial assessments, and refer clients to the contracted Behavioral Health Assessor on the following timelines, based on one of four Access to Care standards, as determined by Directions:

1. **Routine:** within 7 calendar days. Patients can be classified at this status depending on the severity of their screening scores (from mild through moderate scores) and their apparent low risk of harm and functional status.
2. **Urgent:** Within 36 hours. Patients can be classified at this status depending on the severity of their screening scores (from moderately severe through severe scores) and their apparent risk of moderate harm and functional status.
3. **Emergency:** Immediately upon request and by the end of the business day. In the instance of life-threatening emergencies, the medical home staff will urge/mandate the patient go to the closest emergency facility. A psychiatric emergency is defined as a life-threatening situation in which the patient presents a real, significant and imminent danger to self or

others as demonstrated by a suicide/homicide attempt or a specific plan with means or where the patient is gravely disabled due to a mental illness. All Florida physicians and other medical personnel as statutorily allowed can and should exercise their prerogative to hospitalize an individual for psychiatric observation against that individuals will, according to the Florida Mental Health Act, commonly known as the “Baker Act”. If the appropriate CHCP personnel do not believe that a Baker Act is justified but remain concerned about the short-term safety of the patient, an emergency referral is warranted.

A treatment plan will be created by the Behavioral Health Assessor and the client will be assigned to one of three plans depending upon level of severity. Severity is classified as Level 1, 2 or 3, with increasing level number indicating increased level of care. Clients assessed and placed into Level 1 or 2 treatment plans will be treated within the CHCP medical home. Clients requiring Level 3 treatment will be referred to a Directions in-patient facility for treatment for up to 90 days.

Directions will provide feedback on client assessments and treatment plans immediately to CHCP staff. The medical home will be given a copy of the psychiatrist approved assessment and recommended treatment plan within 24 hours or less after the Behavioral Health Assessor meets with the client and shall integrate a client’s behavioral health treatment in to the medical treatment plan determined by the client’s medical home client care team.

Section 6. Pharmacy Services. The County will provide pharmacy services for all enrolled PCHP clients at no cost to the clients. All PCHP clients shall be enrolled in MedNet, the county contracted compassionate drug program, as well as the county pharmacy network at no cost to the County. Medications covered by the County will be limited to those not available through MedNet, including medications at the time a prescription is executed and during the time when a client is transitioning to free medications through MedNet.

CHCP shall provide on-site pharmacy services for clients of the Johnnie Ruth Clarke Medical Center whenever medications are not available through MedNet at the time a prescription is executed and during the time when the client is transitioning to free medications through MedNet, subject to compensation listed in Section 13(e) of this Agreement.

Section 7. Relief of Pain Dental Services. CHCP shall provide on-site Relief of Pain dental services to PCHP clients at medical homes with dental operatories. Clients enrolled in CHCP medical homes that do not have dental operatories shall be referred to the closest CHCP medical home that can provide this service. Clients presenting to the medical home with oral pain or requesting a dental appointment for relief of pain services shall be given an appointment within two (2) business days of their request.

Relief of Pain dental services are restricted to the alleviation of dental pain and are limited to the following services, subject to compensation listed in Section 13(c) of this Agreement:

- a) Dental exam
- b) X-rays
- c) Extractions or restorations
- d) Prescriptions, if needed

Section 8. High-Risk Dental Services High-Risk Preventive dental services will be provided solely to PCHP clients who suffer from cardiovascular disease and/or diabetes and who have already experienced tooth loss.

High-Risk preventive dental services include the following services, subject to compensation listed in Section 13(d) of this Agreement:

- a) Dental exam
- b) X-rays

- c) Cleanings
- d) Limited fluoride varnish
- e) Extractions or restorations
- f) Incisions and drainage
- g) Oral cancer screenings
- h) Oral health education
- i) Prescriptions, if needed

Section 9. Specialty Care Services. Specialty care services will be solely provided to PCHP clients through specialty care network approved by the County. CHCP shall:

- a) Identify a specialty care provider through the specialty care network.
- b) Request specialty care services to be provided to the client using the electronic referral process in the Community Help and Electronic Data Application System (CHEDAS) community referral system, or other electronic method as determined by the County.
- c) Contact clients regarding approved or denied specialty care referrals
- d) Coordinate specialty care appointments
- e) Provide appropriate laboratory and pathology requisition paperwork.
- f) Provide necessary medical information to the specialist within two (2) business days prior to the client's appointment.

All specialty care referrals shall be consistent with the PCHP Provider Covered and Non-Covered Services and include all necessary and supporting documentation, including verification that the client is currently enrolled in the PCHP and is not enrolled in Medicaid.

All specialty care referrals must be approved by the PCHP Utilization Management Team. CHCP primary care providers must request approval for these services through the CHEDAS community referral system, with appropriate documentation attached, when applicable.

Section 10. Home Health Care Services and Durable Medical Equipment.

Home health care services (HHC) and durable medical equipment (DME) will be solely provided to the PCHP clients through a contract with BayCare Home Health Care. CHCP shall:

- a) Verify a client's PCHP enrolled using the CHEDAS community referral system.
- b) Send the HHC/DME request directly to BayCare Home Care Central Intake, including any necessary medical information to support the request.
 - i) BayCare Home Care Central Intake shall review the information and may request additional client information from CHCP to support the request.
 - ii) BayCare Home Care Central Intake will forward the request to the appropriate BayCare Home Care staff who will fill the request per contract guidelines.

All home health care and durable medical equipment referrals must originate with a physician or be reviewed and co-signed by a physician prior to submittal to BayCare Home Care Central Intake.

Section 11. Operations. As a medical home, CHCP shall:

- a) Provide an appointment for all PCHP clients as soon as possible after the client contacts the medical home for an appointment.
- b) Confirm the appointment with the client via telephone two (2) business days prior to the scheduled appointment.
- c) Attempt to re-schedule all missed appointments within two (2) business days after such missed appointment.
- d) Notify the Department of Health and Human Services once a client has missed two (2) scheduled appointments.

- e) Notify the Department of Health and Human Services within (5) business days once and under what circumstances a client has been dismissed from the medical home.
- f) Provide a daily minimum of 25% of all slots for walk-ins, medical emergencies, or same day service for PCHP clients at all medical home locations.
- g) Provide an answering service with 24 hours/7 day, physician call and coverage for all medical home sites.
- h) Provide a current provider list with all physicians and mid-level providers for PCHP clients on a semi-annual basis to the County. Any changes in examiners must be notified to the County within 15 business days of the change.
- i) Not charge a co-payment for PCHP clients.

Hours of operation may be adjusted according to need and demand. CHCP agrees to notify County of any scheduling changes as to hours of operation. Primary care services sites may be added or deleted to meet the goals of the PCHP. CHCP shall consult with the HHS Contract Manager and receive approval prior to addition or deletion of primary care service sites.

Staffing shall be at the discretion of the CHCP. Should changes in staff affect the quality of the delivery of core services as described in Section 2 of this Agreement, the HHS Contract Manager must be immediately notified in writing.

Section 12. Eligibility. Eligibility pre-screening and enrollment into the PCHP will be conducted by HHS staff at the following locations Monday through Friday between the hours of 8am and 5pm:

- a) Department of Health and Human Services at Clearwater: 2189 Cleveland Street, Suite 230 Clearwater, FL 33765. Tel (727) 464-8400
- b) Department of Health and Human Services at St. Petersburg: 647 1st Avenue North St. Petersburg, FL 33701. Tel (727) 582-7781

c) Department of Health and Human Services at Mid-County: 8751
Ulmerton Road Largo, FL 33771. Tel (727) 588-4040

d) Department of Health and Human Services at Tarpon Springs: 301 Disston
Avenue Tarpon Springs, FL. Tel (727) 942-5457

Should a new patient present to a medical home location with an urgent medical issue, CHCP staff shall authorize presumptive eligibility for the initial visit based on the patient's self declaration of eligibility. These clients must be treated and must visit one of HHS's office locations to confirm eligibility for on-going services. CHCP will be reimbursed for one (1) billable encounter while eligibility is being determined.

Section 13. Compensation. The total compensation provided for under this Agreement shall be in an amount not to exceed \$2,067,162.00 (Two Million Sixty Seven Thousand One Hundred and Sixty-Two Dollars) for the term of this Agreement.

(a) CHCP hereby agrees to accept funding from the County for the provision of services provided for in this Agreement consistent with the terms and conditions found herein as follows:

1. CHCP shall receive \$1,450,000.00 from HCA Holdings, Inc. as proceeds from a settlement negotiation and shall deposit this amount in an account to be used as provided for in Section 2 of this Agreement; and
2. CHCP shall receive \$617,162.00 from the State of Florida as proceeds from funds remitted by the County for participation in the Low Income Pool program

- (b) The County agrees to pay CHCP for primary care encounters at an amount not to exceed One Million Four Hundred Ninety-Five Thousand One Hundred Sixty-Two and NO/100 Dollars (\$1,495,162.00) for the term of this Agreement.

1. Primary care encounters will be compensated at a rate of One Hundred Twenty-Four and NO/100 Dollars (\$124.00) for encounters where a client was seen by a physician (M.D. or D.O.) and at a rate of One Hundred Five and Forty/100 Dollars (\$105.40) for encounters where a client was seen by a mid-level provider (PA or ARNP) for services as outlined in Section 3 of this Agreement.

a) For the purpose of this Agreement, a primary care encounter is defined as a face-to-face visit between a client and the medical provider (MD, DO, PA, ARNP) of primary care services who exercises independent judgment in rendering a diagnosis, assessment, appropriate laboratory testing, ordering/prescribing prescriptions, referrals for additional covered services (as needed) and a treatment and/or prevention plan to the client. Visits with more than one health professional, or multiple visits with the same health professional that take place on the same day and at a single location constitute a single encounter. The provision of these services shall be entered into the client's medical record.

b) The following services do not constitute an encounter and do not qualify for payment when conducted outside of an office visit:

i. Immunizations, Nutritional Assessments, Education and Counseling, and other non-medical services.

- ii. Clinical standing orders and/or protocols, unless contractually included or approved by the Pinellas County Health Program Medical Director.
 - iii. Office visits with pain management or chronic pain as the primary reason.
- 2. Paid primary care encounters shall be limited to one primary care encounter per client per day and one primary care encounter per client per month. Clients requiring more than one primary care encounter per month must be included on the monthly invoice with supporting documentation. These additional encounters must be reviewed and approved by the PCHP Medical Director before payment is made.
 - a) The target number of encounters per Agreement year shall be 12,000 encounters, with clients having no more than one (1) encounter per day, one (1) encounter per month and no more than four (4) encounters per year.
 - b) CHCP must provide documentation with the monthly invoices for clients that have the need to see providers more than these stipulated amounts. These additional encounters must be reviewed and approved by the PCHP Medical Director before payment is made.
- 3. CHCP shall submit detailed invoices through CHEDAS and through an electronic method approved by the County on a monthly basis prior to receipt of funding pursuant to this Agreement. Invoices shall include the following information:
 - (a) Client Name
 - (b) Social Security Number

- (c) Date of birth
- (d) Gender
- (e) Primary and up to four (4) additional Diagnosis Code(s)
- (f) Primary and all additional Procedure Code(s)
- (g) Date of service
- (h) Location of service
- (i) Provider name
- (j) Provider title (MD, DO, ARNP, PA)

(c) The County agrees to pay CHCP for on-site Relief of Pain dental services in an amount not to exceed One Hundred Forty Thousand and NO/100 Dollars (\$140,000) for the term of this Agreement.

1. Relief of Pain dental services will be compensated at a rate of Seventy and No/00 Dollars (\$70.00) per encounter for services as outlined in Section 7 of this Agreement.

- a) All applicable services must be completed at the same visit. Paid encounters shall be limited to one encounter per client or a maximum of two encounters when an infection is present.
- b) No additional funds will be available once the total amount for Relief of Pain dental services has been expended.

2. CHCP shall provide the following Relief of Pain dental services information with monthly invoices submitted in a format approved by the County prior to receipt of funding pursuant to this Agreement. Invoices shall include the following information:

- (a) Client Name
- (b) Social Security Number
- (c) Date of birth
- (d) Dentist name

- (e) Dental procedure code(s)
- (f) Procedure description(s)
- (g) Number of extractions, if applicable
- (h) Tooth number of extracted tooth, if applicable
- (i) Encounter date
- (j) Amount billed

(d) The County agrees to pay CHCP for high-risk dental services in an amount not to exceed One Hundred Thousand and NO/100 Dollars (\$100,000) for the term of this Agreement.

1. High-risk dental services will be compensated at a rate of Seventy and NO/100 Dollars (\$70.00) per encounter for services as outlined in Section 8 of this Agreement.
2. No additional funds will be available once the total amount for High-Risk dental services has been expended.
3. CHCP shall provide the following high-risk dental services information with monthly invoices submitted in a format approved by the County prior to receipt of funding pursuant to this Agreement. Invoices shall include the following information:

- (k) Client Name
- (l) Social Security Number
- (m) Date of birth
- (n) Dentist name
- (o) Dental procedure code(s)
- (p) Procedure description(s)
- (q) Number of extractions, if applicable
- (r) Tooth number of extracted tooth, if applicable
- (s) Encounter date
- (t) Amount billed

(e) The County agrees to pay CHCP for on-site pharmacy services as outlined in Section 6 of this Agreement in an amount not to exceed Three Hundred Thirty Two Thousand and no/100 Dollars (\$332,000.00) for the term of this Agreement.

1. The County agrees to pay CHCP a dispensing fee of Four Dollars (\$4.00) per script, not to exceed One Hundred Two Thousand and no/100 Dollars (\$102,000.00).

2. CHCP shall provide the following pharmacy services information with monthly invoices submitted through an electronic format approved by the County prior to receipt of funding pursuant to this Agreement. Invoices shall include the following information:

- (a) Client Name
- (b) Social Security Number
- (c) Date of birth
- (d) Doctor name
- (e) National Drug Code (NDC)
- (f) Rx description
- (g) Date filled
- (h) Number of refills
- (i) Quantity
- (j) Daily supply
- (k) Rx type, specifically:
 - 1. Generic (Yes or No)
 - 2. Controlled substance (Yes or No)
 - 3. Formulary (Yes or No)
 - 4. Therapeutic class
- (l) Cost of medication
- (m) Dispensing fee
- (n) Total Rx cost (medication plus dispensing fee)

(o) Billing Date

- (f) All invoices provided pursuant to this section of this Agreement shall be accompanied by documentation which verifies the expenditures for health care services provided pursuant to this Agreement.
- (g) Upon mutual agreement from both parties, CHCP can direct the County to redirect compensation earned under this Agreement to the Florida Agency for Health Care Administration for the purpose of providing local government match requirements on state contracts awarded to CHCP.
- (h) The County reserves the right to audit CHCP invoices submitted pursuant for payment to this Agreement. Invoiced line items clearly identified as encounters or otherwise eligible for payment shall be processed for payment promptly. CHCP shall be responsible to provide documentation/justification for reconsideration of payment of denied line item. The County will promptly process any newly approved line items for payment.

Section 14. Electronic Data Requirements and Electronic Format Exchanges.

The County has implemented the Community Help and Electronic Data Application System (CHEDAS), a HIPAA and HITECH compliant computer system during the term of this Agreement. CHCP shall utilize CHEDAS to:

- a) Submit all referral requests through the CHEDAS community referral system, a web portal.
- b) Receive approved or denied authorizations for referred services through the CHEDAS Community Module
- c) Submit primary care invoices through CHEDAS.
- d) Submit pharmacy, Relief of Pain, and High-Risk dental services invoices through an electronic format approved by the County.

- e) Submit any contract-required reporting and assessments as outlined in Section 18 through CHEDAS.

CHCP shall provide free access to the Electronic Medical Records (EMR) of PCHP medical home clients in real time, on an ongoing basis. Access will be strictly limited to the HHS Medical Director, Quality Assurance Coordinator, or other party as designated by the Director of HHS.

Section 15. Licensing. CHCP warrants that all of its health care providers, including but not limited to physicians, physician assistants, advanced registered nurse practitioners, nurses and pharmacists, meet state statutory requirements and are in good standing with the appropriate state licensing authority.

Section 16. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify CHCP of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

Section 17. Record Retention and Audit. CHCP shall retain all records and supporting documentation relating to this Agreement for three (3) years after final payment is made. All records shall be subject to audit by the County pursuant to Pinellas County Ordinance 94-51. In the event any question arises concerning this Agreement, the County and its authorized agents shall have the right to review, inspect and copy all such records and documentation during the term of this Agreement and record retention period stated above provided, however, such activity shall be conducted only during normal business hours and shall be at County expense.

CHCP shall:

- a) Comply with the Performance Measurements as outlined in Section 18 of this Agreement.

- b) Not charge the county for Electronic Health Records or data requests, paper or electronic.
- c) Work with the County and others to develop additional chronic disease and data templates.
- d) Meet regularly and at least quarterly with the County to evaluate usage levels and address any medical home or contract related issues.
- e) Comply fully with any County initiated consultation review.
- f) Permit the County to conduct routine audits to monitor compliance with PCHP policies, procedures and standards of care. CHCP shall also allow County to conduct non-routine audits when deemed appropriate to investigate potential or identified quality issues. Such audits by County shall take place during regular business hours, at a time mutually acceptable to both parties. A statistically significant number of files for PCHP as a whole will be reviewed for routine audits.
- g) Cooperate with the direct review of CHCP medical records by the HHS Medical Director, Quality Assurance Coordinator, or other party as designated by the Director of HHS, by making records and necessary information available no later than 15 business days following the County's request.
 - i) The reviewer shall provide audit results to County no later than 10 business days following audit completion. County shall provide audit results to CHCP no later than 10 business days following receipt of results. In the event that an Urgent and extraordinary situation warrants an unexpected and urgent chart review, CHCP shall make records and necessary information available no later than two (2) business days following County's request.
 - ii) CHCP and the County agree that any information that is released pursuant to such audit is privileged and confidential and shall be used solely for the purpose set forth here.

The County shall:

- a) Implement a quality assurance / improvement team to conduct ongoing audits focusing on case management.

- b) Develop auditing tools in alignment with the current standards of care, evidenced-based guidelines and fiscal accountability.
- c) Review any or all aspects of the non-medical operations of the medical homes and may provide recommendations in assuring maximum benefit in effectiveness of the operations:
- d) Share the results from this Section with CHCP, including any corrective actions

Section 18. Reporting Requirements and Performance Measures. CHCP shall produce standardized quarterly reports and submit them in a County approved electronic format to the HHS Contract Manager.

- a) Quarterly reports are due on or before the twenty-first day of the month following the last month of the County fiscal year quarter.
- b) CHCP shall submit a fiscal year end narrative report.
- c) Data shall be provided for PCHP clients only.
- d) CHCP shall identify the top ten percent (10%) of client users as defined by medical home encounters and provide client identifying information with this list.
- e) CHCP shall provide the following measures in the aggregate of all PCHP clients seen at CHCP medical homes, and as a detailed client list including the name, date of birth, social security number, provider name and title, and prescriptions (if applicable) and as a percentage of all PCHP clients seen at CHCP medical homes:
 - i) Women, age 24-64, who were enrolled in PCHP during the measurement year who received one or more Pap tests to screen for cervical cancer during the measurement year or during one of the two previous years, including the results of those Pap tests.
 - ii) Women, age 40-64, who were enrolled in PCHP during the measurement year who received a mammogram during the measurement year, including the results of the mammogram.
 - iii) Clients, age 18-64, with diabetes (type 1 and type 2), who were enrolled in PCHP during the measurement year and had one or more HbA1c test(s) conducted during the measurement year.

- iv) Clients, age 18-64, with diabetes (type 1 and type 2), who enrolled in PCHP during the measurement year and whose most recent HbA1c test conducted during the measurement year showed an HbA1c level of more than 9 percent.
- v) Clients, age 18-64, with diabetes (type 1 and type 2), who were enrolled in PCHP during the measurement year and whose most recent HbA1c test conducted during the measurement year showed an HbA1c level of 8 percent.
- vi) Clients, age 18-64, with diabetes (type 1 and type 2), who were enrolled in PCHP during the measurement year and whose most recent HbA1c test conducted during the measurement year showed an HbA1c level of 7 percent or less.
- vii) Clients, age 18-64, with diabetes (type 1 and type 2), who were enrolled in PCHP during the measurement year and had an LDL-C test during the measurement year.
- viii) Clients, age 18-64, with diabetes (type 1 and type 2), who were enrolled in PCHP during the measurement year and whose most recent LDL-C test (performed during the measurement year) indicated an LDL-C level less than 100 mg/dL.
- ix) Clients, age 18-64, who were enrolled in PCHP during the measurement year, who had an encounter with a diagnosis of hypertension or a previously confirmed diagnosis of hypertension and whose blood pressure was controlled below 140/90 mm Hg.
- x) Clients, age 18-64 who were enrolled in PCHP during the measurement year and were diagnosed as having persistent asthma
- xi) Clients, age 18-64, who were enrolled in PCHP during the measurement year and were diagnosed as having persistent asthma and were prescribed medication during the measurement year.
- xii) Clients, age 18-64, who were enrolled in PCHP during the measurement year and had their body mass index (BMI) assessed during the measurement year.
- xiii) Clients, age 18-64, who were enrolled in PCHP during the measurement year and had their body mass index (BMI) assessed during the measurement

- year and whose BMI is underweight (<18.5), normal (18.5 – 24.9), overweight (24.9 – 29.9), and obese (>29.9)
- xiv) Clients, age 18-64, who were enrolled in PCHP during the measurement year and who have been enrolled in at least one health education course during the course of the measurement year.
 - xv) Clients, age 18-64, who were enrolled in PCHP during the measurement year and self-identified as tobacco users, who were enrolled in a tobacco cessation course during the course of the measurement year.
 - xvi) Clients, age 18-64, who were enrolled in PCHP during the measurement year and had a BMI of overweight or obese who were enrolled in a nutrition course during the course of the measurement year.
- f) The County reserves the right to modify report formats with the aim to collect the most meaningful and significant data. County shall coordinate with CHCP to set reasonable and appropriate timeframes to implement changes to report formats.

Section 19. Termination.

- (a) The County reserves the right to cancel this Agreement without cause by giving ninety (90) days written notice to CHCP.
- (b) Either party may terminate this Agreement with cause if at any time either party fails to fulfill or abide by any of the terms or conditions specified in the Agreement. Failure of either party to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement.
- (c) In the event of termination without cause, the non-breaching party shall notify the breaching party and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense.
- (d) In the event of termination for cause, CHCP shall return all funds received under Section 13 of this agreement to the County.

- (e) If CHCP shall use any funds provided by this Agreement for any purposes or program other than authorized under this Agreement, CHCP shall, at the option of the County, repay such amount and be deemed to have waived the privilege of receiving funds under this Agreement.

Section 20. Performance.

- (a) Should at any time CHCP be unable to perform the duties listed under this Agreement, all funds retained pursuant to this Agreement shall be returned to the County.
- (b) Should CHCP receive funds provided for in Section 13 of this Agreement prior to full execution by the parties, CHCP shall inform the County immediately and all terms and conditions of this Agreement shall be considered to be in full force and effect.
- (c) Failure of CHCP 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 this Agreement at the discretion of the County and return of funds received under Section 13 of this Agreement to the County.

Section 21. Administrative Reconciliation

- (a) The Parties shall meet on a monthly basis in order to review the invoices provided the County pursuant to Section 13 of this agreement. Prior to exercising termination for cause pursuant to Section 19 of this Agreement, the parties may meet in order to determine the nature of the noncompliance and determine any options for maintaining the force and effect of this agreement without requiring termination.
- (b) In the event of a termination for cause, as provided for in section 9 of this agreement, the Parties shall be required to meet and provide support for continuing this agreement or initiating any subsequent agreement. At this meeting each party must provide documentary support explaining their position regarding the nature of events causing the termination.

- (c) In the event of a termination for cause, the Parties shall not contract for at least 5 (five) years and prior to any subsequent contract the Parties shall meet and provide documentary support explaining the reason for the initial termination for cause and measures taken to avoid a breach in any future agreement.

Section 22. Modification of Agreement. There shall be no modification of this Agreement or of any covenant, condition or limitation herein contained, unless mutually agreed upon by the County and CHCP and incorporated as a written amendment to this Agreement.

Section 23. Independent Contractor. It is hereby mutually agreed that CHCP is an independent contractor and not employees or agents of the County.

Section 24. Renewal Option. This Agreement may be extended upon mutual assent of the parties upon subsequent execution of an annual renewal agreement.

Section 25. Indemnification. CHCP shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County from all suits, actions, claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of, any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of CHCP; or by, or on account of, any claim or accounts recovered under the "Worker's Compensation Law"; or of any other laws, by-laws, ordinances, orders or decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

Section 26. Conformity to the Law. CHCP shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

Section 27. Non-Assignability. CHCP shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the work not previously referenced as part of this Agreement without prior written approval of the County.

Section 28. Publicity. CHCP shall obtain prior approval from County before issuing any press release, white paper or other written document for public consumption regarding PCHP. CHCP will not appropriate or make use of County name or any County trademark without prior written consent of County.

Section 29. Waiver of Breach. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

Section 30. 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.

Section 31. Agreement Covered by Florida Law. The Laws of the State of Florida shall govern this Agreement

Section 32. HIPAA / ACCESS TO EHR.
Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, CHCP is expected to adhere to the same standards as the County or other covered entities regarding the protection and non-authorized disclosure of Protected Health Information (PHI). Failure to comply is good cause for termination of this Agreement.

CHCP shall provide free access to electronic health records as defined in HIPAA and the HITECH Act, in a real time and ongoing basis. Access shall be provided to the HHS Medical Director, Quality Assurance Coordinator, or other party as designated by

the Director of HHS consistent with the exception allowing such access for treatment.
payment or operations of a covered entity.

Section 33. Low Income Pool. This Agreement shall be contingent upon the Agency for Health Care Administration's execution of approval of the LIP Agreement with County for participation in the state Lower Income Pool Program. The County will continue to work with CHCP to maximize LIP funding.

Section 34. Agreement Management: The parties designate the following persons as liaisons:

Massiel Garcia-Tanner
Pinellas County Health & Human Services Department
2189 Cleveland Street, Suite 266
Clearwater, FL 33765
Tel: (727) 464-8400

Joseph A. Santini
Community Health Centers of Pinellas, Inc.
1344 22nd Street South
St. Petersburg, FL 33712
727-824-8129

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:
Ken Burke
Clerk of Circuit Court

By: _____
Deputy Clerk

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

By: _____
Chairman

ATTEST:

By: Maxwell Harvie Fanner

COMMUNITY HEALTH CENTERS
OF PINELLAS, INC.

By: [Signature]

Eloise Wente

Print name

COO

Title

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney

ATTACHMENT A – INSURANCE REQUIREMENTS

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

ATTACHMENT A – INSURANCE REQUIREMENTS
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(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
Each Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

(D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

(E) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

Continued on next page

ATTACHMENT A – INSURANCE REQUIREMENTS
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- (F) Cyber Risk Liability (Network Security/Privacy Liability) Insurance for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (G) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.