

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** December 11, 2012

**AGENDA ITEM NO.** 17

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Approval and Execution of the Pinellas County Care Services Plan Interlocal Agreement between Pinellas County and the State of Florida, Department of Health, Pinellas County Health Department.

**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 PINELLAS COUNTY HEALTH CARE SERVICES PLAN AGREEMENT BETWEEN PINELLAS COUNTY AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT.

**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 adult (18-64 years) uninsured County residents.

The Pinellas County Health Department 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, the Pinellas County Health Department will provide primary care and preventive services in four (4) Medical Home sites located throughout the County. The Pinellas County Health Department will also provide: integrated behavioral health services, on-site relief of pain dental services, on-site preventive dental care

for high-risk clients, specialty lab services for the medical homes and Mobile Medical Unit, and coordinate community based care for high-risk clients at the free clinics who are ineligible for County services. The Pinellas County Health Department 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.

In addition, the Pinellas County Health Department will provide contracted staff for the Department's use on the Mobile Medical Unit (a full-service medical home that serves the homeless), the Utilization Management team (which monitors the use of the specialized services through a network of contracted specialty providers), the Pharmacy program, the Volunteer Physician Network, Medical Quality Assurance, and the Department's Medical Director.

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 community based care at free clinics for high-risk uninsured clients who are not enrolled in the Pinellas County Health Plan
- 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

The Pinellas County Health Department is a unique contractual partner since it is a state government agency, and as such enjoys certain purchasing and insurance statuses through state-administered contracts. In addition, and as per state mandate, the Pinellas County Health Department is required to provide primary and preventive care to low-income and uninsured residents at the request of the County. Since 2008, the Pinellas County Health Department has assisted the Department in structuring the Pinellas County Health Plan. Moving forward, the Department will transition the Pinellas County Health Department out of administrative functions for the Pinellas County Health Program and either use Department staff or independent third party contractors for administrative functions. The Pinellas County Health Department will continue to provide medical services to Pinellas County Health Plan clients at their medical homes. The Department will present a proposal to the Board for this transition by the fall of 2013.

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 the Pinellas County Health Department will receive under this interlocal agreement is \$3,801,576.50, a decrease of \$664,677.90 from the previous contract. The decreased funding allocation from the previous contract year reflects an increase in service levels and achieved efficiencies in operations.

Funding for this agreement will be provided by the Department of Health and Human Services Fiscal Year 2012-2013 appropriation and anticipated Fiscal Year 2013-2014 appropriation.

**Exhibits/Attachments Attached:**

1. Contract Review Transmittal Slip
2. Interlocal Agreement

CATS # 41191**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

PROJECT: Pinellas County Health Care Services Program Interlocal Agreement

CONTRACT NO: \_\_\_\_\_ ESTIMATED EXPENDITURE/REVENUE: \$3,807,773.39  
(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	11/20	<i>[Signature]</i>	<i>Maribel Lucia-farner for Thendlyn Libuen</i>	
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Risk Management	11/20	<i>[Signature]</i>	Public Entity to Public Entity	
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(see Contract Review Process)

OMB		N/A		
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(see Contract Review Process)

Finance	11/20/12	<i>[Signature]</i>	Amount in interlocal agreement doesn't agree to amount on Board memo See page 17 & 25.	<i>[Signature]</i> Corrected Error 11/21/12
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(see Contract Review Process)

Legal	11/27/12	<i>[Signature]</i>		<i>[Signature]</i> Corrected 11/27/12
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Assistant County Administrator	11/27/12	<i>[Signature]</i>		
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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.

**PINELLAS COUNTY HEALTH CARE SERVICES PROGRAM INTERLOCAL  
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 **STATE OF FLORIDA, DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT**.. herein after called “PinCHD.”

**WITNESSETH:**

WHEREAS, the County desires to increase access to health care for the low-income uninsured resident 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, PINCHD 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, PINCHD will work with key stakeholders from multiple agencies in Pinellas County to provide these primary health care services:

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. Authority.** This Agreement is entered into pursuant to the provision of Section 163.01, Florida Statutes, and other applicable provisions of law as they relate to the authority of public bodies to enter into cooperative agreements.

**Section 2. 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 3. Scope of Health Care Services** PinCHD 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 will waive this requirement for the initial visit of an individual claiming indigent status.
- (b) Primary health care services for County eligible clients in four (4) medical homes located at:
  - a. 205 Dr. Martin Luther King Street North St. Petersburg, FL 33701. Tel: (727) 824-6900
  - b. 6350 76<sup>th</sup> Avenue North Pinellas Park, FL 33781. Tel (727) 547-7780
  - c. 8751 Ulmerton Road Largo, FL 33771. Tel (727) 524-4410
  - d. 310 North Myrtle Avenue Clearwater, FL 33755. Tel (727) 469-5800
- (c) Core services provided through the Pinellas County Health Program shall include:

- a. Provision of primary and preventive care services as outlined in Section 4 of this Agreement.
  - b. Referral to specialty laboratory services as outlined in Section 5 of this Agreement.
  - c. Integration of behavioral health care with primary care services as outlined in Section 6 of this Agreement.
  - d. Provision of prescription medications through contracted pharmacy services and a compassionate drug patient assistance program as outlined in Section 7 of this Agreement.
  - e. Provision of relief of pain dental services as outlined in Section 8 of this Agreement.
  - f. Provision of high-risk preventive dental services as outline in Section 9 of this Agreement.
  - g. Referral to specialty care services as outlined in Section 10 of this Agreement.
  - h. Referral to home health care services and durable medical equipment as outlined in Section 11 of this Agreement.
  - i. Provision of Community Based Care as outlined in Section 12 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 4. Primary Care and Preventive Services.** PinCHD shall act as a medical home for the provision of primary care and preventive services at sites listed in Section 3(b) of this Agreement and subject to compensation listed in Section 18(a)(1) 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 5 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 5. Specialty Labs Services.** PinCHD shall provide basic laboratory services and tests as described in Section 4(b). All other laboratory and/or pathology services and tests, including those provided within the medical home, are defined as

specialty labs. Specialty labs will be solely provided to PCHP clients through a contract with LabCorp, subject to compensation listed in Section 18(a)(4) of this Agreement.

**Section 6. 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. PinCHD shall 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.

PinCHD 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 PinCHD by Directions: PHQ-9 Patient Health Questionnaire, GAD-7 General Anxiety Questionnaire, MDQ-Mood Questionnaire, and Substance Use Questionnaire. PinCHD 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 PinCHD 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 PinCHD 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 immediately to PinCHD 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 7. 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.

**Section 8. Relief of Pain Dental Services.** PinCHD shall provide on-site Relief of Pain dental services to PCHP clients at medical homes with dental operatories. Clients enrolled in PinCHD medical homes that do not have dental operatories shall be referred to the closest PinCHD 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 18(a)(2) of this Agreement:

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

**Section 9. 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 18(a)(3) 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 10. Specialty Care Services.** Specialty care services will be solely provided to PCHP clients through specialty care network approved by the County. PinCHD 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 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. PinCHD primary care providers must request approval for these services through the CHEDAS community referral system, with appropriate documentation attached, when applicable.

**Section 11. 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. PinCHD 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 PINCHD 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 12. Community Based Care.** PinCHD shall, subject to compensation listed in Section 18(a)(5) of this Agreement:

- a) Provide for community based care for high-risk diabetic clients at free clinics located throughout the County. Services include:
  - a. Preventive dental care
  - b. Prescription assistance
  - c. Primary and preventive medical care

**Section 13. Operations.** As a medical home, PinCHD 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. PinCHD 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. PinCHD shall consult with the HHS Contract Manager and receive approval prior to addition or deletion of primary care service sites.

Staffing at the medical homes shall be at the discretion of the PinCHD. Should changes in staff affect the quality of the delivery of core services as described in Section 3, the HHS Contract Manager must be immediately notified in writing.

**Section 14. 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 1<sup>st</sup> 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, PinCHD 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. PinCHD will be reimbursed for one (1) billable encounter while eligibility is being determined.

**Section 15. Mobile Medical Unit.** PinCHD shall, on an as needed and as available basis, provide qualified medical and nursing personnel to the County to act as medical staff for the County's Mobile Medical Unit (MMU), subject to compensation listed in Section 18(a)(8) of this Agreement.

- (a) The PinCHD shall provide the services of one full-time Registered Nurse and one part-time mid-level provider (P.A. or A.R.N.P.) to serve with the MMU.
- (b) The PinCHD shall provide the services of a full-time licensed primary care physician to serve as the primary physician for the MMU.



- (c) The full-time medical staff shall provide services to the MMU for a maximum of 40 hours per week per employee and the part-time medical staff shall provide services to the MMU for a maximum of 20 hours per week per employee.
- (d) In the event that the Physician or mid-level provider is unable or fails to report to his/her assigned duties, the PinCHD will provide alternate qualified staff to serve the MMU.
- (e) The County shall determine the service delivery sites and hours of operation for the MMU and notify the PinCHD of schedule changes in a timely manner.

**Section 16. Utilization Management Services.** The PinCHD shall provide Utilization Management (UM) staff who will be responsible for processing referrals and adjudication of claims. The UM staff shall consist of the following positions, subject to compensation listed in Section 18(a)(10) of this Agreement:

- 1. A full-time Public Health Services Manager. Four (4) full-time Referral Services Analysts, and four (4) Support Staff.

UM staff will provide the following services:

- 1. Ensuring clients are enrolled in PCHP upon receipt of a referral from a medical home or specialist, reviewing referrals for approval or denial, and alerting medical homes and specialists of referral status. Approved referrals shall be sent to the medical home and specialist.
- 2. Ensuring, for primary and secondary adjudications, that claims match an authorization for service and claims are consistent with PCHP covered and non-covered services.
  - a. UM staff shall participate in secondary adjudications when claims are processed in the CHEDAS clearinghouse. Secondary adjudications will consist of resolving issues that cannot be

resolved automatically through the computer system and through more complete review of claims utilizing cost criteria, diagnostic criteria, or random sampling.

3. Reviewing extraordinary claims including, but not limited to, large expenses, uncommon procedures, and hospitalizations, as determined by the County.
4. Reviewing retrospective hospital admissions and services provided by specialty care and ancillary services providers.

The County shall make claims and service data available to UM staff. Data may be downloaded from a contracted clearinghouse or from CHEDAS, depending on the implementation of the clearinghouse and CHEDAS.

**Section 17. Contracted PCHP Staff.** The PinCHD shall provide the following services and personnel to Pinellas County Department of Health and Human Services (HHS) for the Pinellas County Health Program:

1. One full-time Medical Director. The Medical Director shall, subject to compensation listed in Section 18(a)(9)(a) of this Agreement:
  - a. Act as the clinical physician liaison for internal, and contractual programs, including, but limited to the PCHP, Pharmacy Program, and MMU.
  - b. Assure open and effective relationships with said programs, oversee medical quality assurance, participate and/or facilitate performance improvement mechanisms, and monitoring systems.

- c. Provide medical consultation, oversight, and monitoring to the PCHP, Pharmacy Program, and MMU.
- d. Supervise the Quality Assurance Coordinator, Pharmacy Program Analyst, MMU, and Utilization Management.
- e. Meet with HHS and contractual providers to discuss issues relating to the provision of health care service delivery, including client care and quality assurance issues.
- f. Provide on-site, telephone, or electronic consultation, as needed.
- g. Attend MMU and other health care related meetings, as needed.
- h. Participate in State and Federal site reviews.
- i. Facilitate medical chart reviews with the Quality Assurance Coordinator.
- j. Assess MMU service delivery. Evaluate cost effective and efficient methods for health care delivery. Provide technical assistance and services in specialized areas as needed, which shall include, but are not limited to: review of medical records and compliance with laboratory controls, infection control, environmental and biohazards regulations, as well as local, state, and federal regulations relating to client confidentiality, privacy, security, and Health Insurance Portability and Accountability Act (HIPAA.)
- k. Evaluate the physical plant and environmental conditions of the MMU for provision of quality medical care and safety.

- l. Ensure that all necessary remedial actions are documented and taken whenever significant deviations from established performance specifications are identified on the MMU.
  - m. Ensure that the MMU maintains a waived laboratory license.
  - n. Assess and recommendations on MMU staff training and continuing medical education needs, provide guidance to medical staff on training opportunities for on-going medical education, continuing medical education, and continue education units needs.
  - o. Other related services as deemed necessary by the County. If these services result in additional staff and/or time, a contract amendment shall be initiated.
2. One full-time Quality Assurance Coordinator. The Quality Assurance Coordinator shall, subject to compensation listed in Section 18(a)(9)(b) of this Agreement:
  - a. Assist in the development and implementation of contractual Quality Assurance / Quality Improvement activities at the contracted medical providers.
  - b. Conduct quarterly medical chart review as follows:
    - i. Utilize an audit/data tool for the purpose of medical chart review
    - ii. Compile and analyze audit/data results
    - iii. Provide a written summary of results to the Director of HHS and recommend a corrective action plan, if needed.
    - iv. Monitor the corrective action plan, if any.

3. One part-time Volunteer Coordinator. The Volunteer Coordinator shall, subject to compensation listed in Section 18(a)(9)(d) of this Agreement, participate in recruiting additional physician specialists as needed to serve PCHP clients.
4. One full-time Pharmacy Program Analyst. The Pharmacy Program Analyst shall, subject to compensation listed in Section 18(a)(9)(c) of this Agreement:
  - a. Evaluate, analyze, and approve/deny medication override requests sent to HHS by contracted pharmacies via CHEDAS.
  - b. Use the Prescription Solutions Web-based PBM to complete the pharmacy override request
  - c. Study patterns of requests, frequency of request, and the need for the prescribed medication.
  - d. Approve or deny prescription overrides via Prescription Solutions and CHEDAS
  - e. Inform the pharmacies of the request's outcome.
5. The contracted PCHP staff in this Section shall exchange and utilize medical and other information necessary for client care in accordance with all state and federal laws governing its dissemination.

**Section 18. Compensation.** The total compensation provided for under this Agreement shall be in an amount not to exceed \$3,801,576.50 (Three Million, Eight

Hundred One Thousand, Five Hundred Seventy-Six and Fifty/100 Dollars) for the term of this Agreement.

- (a) PinCHD 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. The County agrees to pay PinCHD for primary care encounters at an amount not to exceed Two Million Three Hundred Fifty Six Thousand and NO/100 Dollars (\$2,356,000.00) for the term of this Agreement for services listed in Section 4 of this Agreement:

- a) 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.

- b) 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.

c) 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

d) Paid primary care encounters shall be limited to one encounter per client per day and one encounter per client per month. Clients requiring more than one 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.

e) The target number of encounters per Agreement year shall be 19,000 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.

f) PinCHD 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.

g) PinCHD shall submit detailed invoices through CHEDAS and through an electronic method approved by the County and PinCHD on a monthly basis prior to receipt of funding pursuant to this Agreement. Invoices shall include the following information:

- i. Client Name
- ii. Social Security Number
- iii. Date of birth
- iv. Gender
- v. Primary and up to four (4) additional Diagnosis Code(s)
- vi. Primary and all additional Procedure Code(s)
- vii. Date of service
- viii. Location of service
- ix. Provider name
- x. Provider title (MD, DO, ARNP, PA)

2. The County agrees to pay PinCHD 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.

a) 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 8 of this Agreement.



b) 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.

c) No additional funds will be available once the total amount for Relief of Pain dental services has been expended.

d) PinCHD shall provide the following Relief of Pain dental services information with monthly invoices submitted in an electronic format approved by the County and PinCHD prior to receipt of funding pursuant to this Agreement. Invoices shall include the following information:

- i. Client Name
- ii. Social Security Number
- iii. Date of birth
- iv. Dentist name
- v. Dental procedure code(s)
- vi. Procedure description(s)
- vii. Number of extractions, if applicable
- viii. Tooth number of extracted tooth, if applicable
- ix. Encounter date
- x. Amount billed

3. The County agrees to pay PinCHD 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.

a) 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 9 of this Agreement. No

additional funds will be available once the total amount for High-Risk dental services has been expended.

b) PinCHD shall provide the following high-risk dental services information with monthly invoices submitted in an electronic format approved by the County prior to receipt of funding pursuant to this Agreement. Invoices shall include the following information:

- i. Client Name
- ii. Social Security Number
- iii. Date of birth
- iv. Dentist name
- v. Dental procedure code(s)
- vi. Procedure description(s)
- vii. Number of extractions, if applicable
- viii. Tooth number of extracted tooth, if applicable
- ix. Encounter date
- x. Amount billed

4. The County agrees to pay PinCHD for laboratory services as outlined in Section 5 of this Agreement in an amount not to exceed One Hundred Fifteen Thousand and NO/100 Dollard (\$115,000.00) for the term of this Agreement.

a) Laboratory services include specialty labs and laboratory services for the MMU.

b) PinCHD shall provide the following laboratory services information separately for medical home and MMU clients with monthly invoices submitted in an electronic format

approved by the County prior to receipt of funding pursuant to this Agreement. Invoices shall include the following information:

- i. Patient name
- ii. Date of service
- iii. Tests provided
- iv. The LabCorp fee per test

5. The County agreed to pay PinCHD for community-based care services as outlined in Section of this Agreement in an amount not to exceed One Hundred Thousand and NO/100 Dollars (\$100,000.00) for the term of this Agreement. No additional funds will be available once the total amount for community-based care services has been expended.
6. 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.
7. The County reserves the right to audit PinCHD 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. PinCHD 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.
8. The County agrees to compensate the MMU staff for services outlined in Section 15 of this Agreement as follows:
  - a) Compensation for the Registered Nurse shall not exceed Forty-Eight Thousand Seven Hundred Twenty Nine and

Twenty-Nine/100 Dollars (\$48,729.21) for the term of this Agreement.

b) Compensation for the mid-level provider shall not exceed Sixty-Three Thousand Three Hundred Thirty and Thirty-Seven/100 (\$63,330.37) for the term of this Agreement.

c) Compensation for the Primary Care Physician shall not exceed One Hundred Fifty Thousand Four Hundred Eighty-Six and Thirty-Nine/100 Dollars (\$150,486.39) for the term of this Agreement.

i. In the event that the Registered Nurse, mid-level provider, or Primary Care Physician fail to report to his/her assigned duties as described in Section 15(d) of this Agreement and alternate staff is not provided by the PinCHD, compensation shall be reimbursed on a pro-rated basis based on contracted working hours per week as outlined in Section 15(c) of this Agreement.

9. The County agrees to compensate PCHP Contracted Staff for services outline in Section 17 of this Agreement as follows:

a) Compensation for the Medical Director shall not exceed One Hundred Seventy-One Thousand Three Hundred One and Seventeen/100 Dollars (\$171,301.17) during the term of this Agreement.

b) Compensation for the Quality Assurance Coordinator shall not exceed Eighty-Six Thousand Fifty-Two and Twenty-

Two/100 Dollars (\$86,052.22) during the term of this Agreement.

c) Compensation for the Pharmacy Program Analyst shall not exceed Thirty-Nine Thousand Two Hundred Ninety and Ninety-Two/100 Dollars (\$39,390.92) during the term of this Agreement.

d) Compensation for the Volunteer Coordinator shall not exceed Twenty-Nine Thousand Nine Hundred Thirty-One and Seventeen/100 Dollars (\$29,931.17) during the term of this Agreement.

10. The County agrees to compensate the PinCHD for UM staff for services outlined in Section 16 of this Agreement as follows:

a) Compensation for the Public Health Services Manager shall not exceed Fifty-Nine Thousand Eight Hundred Two and Thirty-Six/100 Dollars (\$59,802.36) during the term of this Agreement.

b) Compensation for the Referral Services Analysts shall not exceed a total of One Hundred Sixty-Three Thousand Seven Hundred Ninety and Thirty-Seven/100 Dollars (\$163,790.37) during the term of this Agreement.

c) Compensation for the Support Staff shall not exceed a total of One Hundred Thirty Thousand Five Hundred Sixty-Six and Seventy-Seven/100 Dollars (\$130,566.77) during the term of this Agreement.

11. PinCHD shall remit an invoice, time sheets, and payroll information for the costs of providing medical staff on a monthly basis prior to the receipt of funding pursuant to this Agreement.
12. The County shall provide an administrative cost not to exceed Forty-Seven Thousand One Hundred Ninety-Five and Fifty-Five/100 Dollars (\$47,195.55) for medical staff.
13. The County reserves the right to audit the PinCHD's accounts for invoices submitted in pursuance of this Agreement.
14. Continuation of this Agreement as it pertains to the mid-level provider is contingent upon receipt of funds from a third party Grantor.
15. In the event sufficient budgeted funds are not available for any staff included in this Agreement for a new fiscal period, the County shall notify PinCHD of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.
16. The County shall reimburse PinCHD in accordance with the Florida Prompt Payment Act upon receipt of documentation required in this Section of this Agreement. When the required documentation is incomplete or untimely, the County may withhold payment until such time the County accepts the remedied documentations.

**Section 19. 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. PinCHD 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 Referral System.
- 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.

PinCHD 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 parties designated by the HHS Bureau Director.

**Section 20. Licensing.** PinCHD 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 21. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify PinCHD 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 22. Record Retention and Audit.** PinCHD 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.

PinCHD 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. PinCHD 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 PinCHD medical records by the Pinellas County Health and Human Services 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 PinCHD 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, PinCHD shall make records and necessary information available no later than two (2) business days following County's request.



- ii) PinCHD 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 PINCHD, including any corrective actions

**Section 23. Reporting Requirements and Performance Measures.** PinCHD 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) PinCHD shall submit a fiscal year end narrative report.
- c) Data shall be provided for PCHP clients only.
- d) PinCHD 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) PinCHD shall provide the following measures in the aggregate of all PCHP clients seen at PinCHD 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 PinCHD 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 who have successfully completed at least one health education course during the course of the measurement year.
  - xvi) Clients, age 18-64, who were enrolled in PCHP during the measurement year and diagnosed with diabetes (type 1 and type 2), who were enrolled in a diabetes education course during the course of the measurement year.
  - xvii) 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.
  - xviii) 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 PinCHD to set reasonable and appropriate timeframes to implement changes to report formats.

**Section 24. Termination.**

- (a) The County reserves the right to cancel this Agreement without cause by giving ninety (90) days written notice to PinCHD.
- (b) The County may terminate this Agreement with cause if at any time PinCHD fails to fulfill or abide by any of the terms or conditions specified in the Agreement. Failure of PinCHD 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 at the discretion of the County.
- (c) In the event of termination without cause, the County shall notify PinCHD and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.
- (d) If PinCHD shall use any funds provided by this Agreement for any purposes or program other than authorized under this Agreement, PinCHD shall, at the option of the County, repay such amount and be deemed to have waived the privileges of receiving funds under this Agreement.
- (e) PinCHD may terminate this Agreement without cause by providing ninety (90) days prior written notice to the County.

**Section 25. Performance.**

- (a) Should at any time PinCHD be unable to perform the duties listed under this Agreement, all unexpended funds retained pursuant to this Agreement shall be returned to the County.
- (b) Should PinCHD receive funds provided for in Section 18 of this Agreement prior to full execution by the parties, PinCHD 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 PinCHD to comply with any of the provisions of this Agreement shall be considered a material breach of contract and may be cause for immediate termination of this Agreement at the discretion of the

County and return of funds received under Section 18 of this Agreement to the County.

**Section 26. 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 PinCHD and incorporated as a written amendment to this Agreement.

**Section 27. Independent Contractor.** It is hereby mutually agreed that PinCHD is an independent contractor and not employees or agents of the County.

**Section 28. Renewal Option.** This Agreement may be extended upon mutual assent of the parties upon subsequent execution of an annual renewal agreement.

**Section 29. Indemnification.** As the parties are public bodies of the State of Florida, the parties agree to be fully responsible for their own acts of negligence and for their respective agents/employees' acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however, that the parties' liability is subject to the limitations imposed by 768.278, Fla. Stat. Nothing herein is intended to act as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this agreement.

**Section 30. Conformity to the Law.** PinCHD shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

**Section 31. Non-Assignability.** PinCHD 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 32. Publicity.** PinCHD shall obtain prior approval from County before issuing any press release, white paper or other written document for public consumption regarding PCHP. PinCHD will not appropriate or make use of County name or any County trademark without prior written consent of County.

**Section 33. Documents Comprising Agreement.**

(a) The agreement shall include this Agreement for Health Care Services as well as the following documents which are attached hereto and incorporated herein by reference:

(b) If there is a conflict between the terms of this Agreement and the above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over the other documents.

**Section 34. 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 35. 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 36. Agreement Covered by Florida Law.** The Laws of the State of Florida shall govern this Agreement

**Section 37. HIPAA / ACCESS TO EHR.**

Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, PinCHD 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.

PinCHD 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 Medical Director and the Quality Assurance Coordinator consistent with the exception allowing such access for treatment, payment or operations of a covered entity.

**Section 38. 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

Pervinder Birk  
Pinellas County Health Department  
205 Dr. Martin Luther King Street North  
St. Petersburg, FL 33701  
727-820-4203

[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

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

ATTEST:


STATE OF FLORIDA DEPARTMENT  
OF HEALTH

By: \_\_\_\_\_

By: \_\_\_\_\_

Kristina Wiggins  
DOH Deputy Secretary

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By:  \_\_\_\_\_  
Attorney