

BOARD OF COUNTY COMMISSIONERS

DATE: December 11, 2012

AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

MedNet Services Funding Agreement between Pinellas County and Suncoast Health Council, 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 MEDNET SERVICES FUNDING AGREEMENT BETWEEN PINELLAS COUNTY AND SUNCOAST HEALTH COUNCIL, INC.

Summary Explanation/Background:

In Fiscal Year 2000, Pinellas County Government funded a pilot to create a compassionate drug program and retained the Suncoast Health Council to design and implement MedNet. The MedNet Program assists low-income individuals with obtaining free prescription drugs from pharmaceutical companies that offer patient assistance programs. The MedNet program uses a unique database which provides the instructions and applications needed to request medications from 90 pharmaceutical companies offering prescription coverage for over 1,000 medications.

The original agreement with Suncoast Health Council was for a period of three (3) years and expired on September 30, 2012. The original contract allowed for one (1) twenty-four (24) months option of renewal. As part of our annual contract review process and as a compliment to our instructions from the Board to focus on a core set of services, the Department took a closer look at our MedNet contract to identify efficiencies in the program. The original contract with the Suncoast Health Councils allowed for MedNet Navigators to assist uninsured, underinsured, and Medicare clients. In an effort to maximize the services to Pinellas County Health Plan Clients and to realize a significant reduction in our prescription drug expenditures (which are currently approximately \$6 million annually), the Department contacted the Executive Director of the MedNet Program and the Executive Directors of both the Pinellas County Health Department and the Community Health Centers to inform them that in the upcoming contract year, county funding for MedNet Navigators could only be used to assist clients enrolled in the Pinellas County Health Plan.

During our discussions in the summer of 2012, the Department and Suncoast Health Council agreed to a three (3) month transition plan to ensure non Pinellas County Health Plan clients could identify and enroll in an alternative prescription assistance program and to allow sufficient time to set up the new MedNet model for Pinellas County Health Plan clients. This transition period would begin on October 1, 2012 and end on December 31, 2012, at which time the MedNet navigators would exclusively assist Pinellas County Health Plan clients with obtaining free

prescription medications. During those discussions, Suncoast Health Council provided the Department with a twelve (12) month savings projection proposal for the new MedNet model. Suncoast Health Council projected a savings of \$3,441,000.00 to the Department in the first year of the new model.

Funding for this program will provide for support of staff salaries and operating costs necessary to maintain these critical services and will allow the Suncoast Health Council to provide MedNet services for County health plan clients, recruit, employ and train MedNet staff, and coordinate evaluation activities. MedNet navigators will enroll all Pinellas County Health Plan clients, on a priority basis based on the number of prescription medications needed and grouped by location. Newly enrolled Pinellas County Health Program patients will be directly enrolled into MedNet services with temporary prescriptions coverage provided through the Department's contracted pharmacy program with Sweetbay Supermarkets while applications with the pharmaceutical companies are being processed. The Department of Health and Human Services will continue to provide client priority lists to MedNet, until all clients, ranked from highest to lowest-needs, are provided free to low-cost medications through MedNet servicing.

If approved, this agreement renewal will be in effect retroactively from October 1, 2012 through December 31, 2013. This agreement contains one (1) additional twelve (12) month option of renewal. The renewal option will only be considered if the projected savings are realized.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding Suncoast Health Council will receive under this agreement is \$311,000 during the term of this agreement. The increased funding allocation from previous years reflects retroactive payments to October 1, 2012 in order to ensure a smooth transition of non Pinellas County Health Plan clients from MedNet to another prescription assistance program and to set up the new MedNet model for Pinellas County Health Plan clients.

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

Exhibits/Attachments Attached:

1. Contract Review Transmittal Slip
2. MedNet Services Funding Agreement
3. Attachment A – Insurance Requirements

CATS # 41193**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

PROJECT: Med-Net Service Funding Agreement- Suncoast Health Council, Inc.

CONTRACT NO: _____ ESTIMATED EXPENDITURE/REVENUE: \$311,000.00
(Circle or underline appropriate choice above.)

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

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

OTHER SPECIFICS RELATING TO THE CONTRACT: _____

REVIEW SEQUENCE	DATE	INITIALS/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED (ORIGINATOR'S INITIALS & DATE)
Originator	<u>11/20</u>	<u>mg</u>	<u>Moniel Alicia - former for Hueston Wilson</u>	
<u>Q1120</u> 11-20 Risk Management (see Contract Review Process)	<u>11/20</u>	<u>Pam M</u>	<u>Pls see insurance requirements - Attachment A</u>	<u>mg</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>11/27/12</u>	<u>FE</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.

**MEDNET SERVICES FUNDING AGREEMENT BETWEEN
PINELLAS COUNTY AND SUNCOAST HEALTH COUNCIL, INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter called the "COUNTY") and SUNCOAST HEALTH COUNCIL, INC. (hereinafter called the "AGENCY").

W I T N E S S E T H:

WHEREAS, there are a significant number of uninsured and under-insured adults in Pinellas County; and

WHEREAS, there is a community need to provide a patient assistance program for obtaining pharmaceuticals for the eligible citizens of economically deprived families; and

WHEREAS, the COUNTY recognizes that the Agency is able to provide this essential service within the community to citizens of Pinellas County who are attempting to participate in their own economic stabilization.

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

I. OFFER TO AGENCY

The County hereby makes an offer to the Agency under the terms and conditions of this Agreement and applicable rules and regulations of the Board of County Commissioners of Pinellas County.

II. TERM OF AGREEMENT. This Agreement will be effective for a period of fifteen (15) months effective October 1, 2012 through December 31, 2013.

III. SCOPE OF SERVICES

The Agency agrees to:

- a) Administer the MedNet Program (a compassionate drug patient assistance program) to facilitate access to compassionate drug programs by medically indigent and uninsured clients enrolled in the Pinellas County Health Program.
- b) Provide services without charge to Pinellas County Health Program clients:
- c) Coordinate MedNet services for the Pinellas County Health Program clients, at locations determined by County
- d) Recruit, employ and train MedNet Navigators for assignment as designated by the Department of Health and Human Services.
- e) Provide secure access to a web-based MedNet enrollment and client services tracking database for use by each Navigator;
- f) Coordinate with the Department of Health and Human Services staff to utilize the Community Help and Electronic Data Application System (CHEDAS) for developing a centralized database for client and service monitoring and reporting.
- g) Provide MedNet services, including: conducting client intake, assessing medication needs, determining eligibility for pharmaceutical program assistance, completing applications, securing needed documentation, coordinating follow-up, confirming receipt of medications, and performing related program tasks
- h) Utilize a Department of Health and Human Services client priority list which shall be provided by the Department of Health and Human Services to ensure that the most medically-needy patients are prioritized to transition to a Prescription Assistance

Program. Newly enrolled Pinellas County Health Program patients will be directly enrolled into MedNet services with temporary coverage provided through the Department of Health and Human Services' contracted pharmacy program. The Department of Health and Human Services will continue to provide client priority lists to MedNet, until all clients, ranked from highest to lowest-needs, are provided free to low-cost medications through MedNet servicing.

- i) Meet regularly and at least quarterly with the County to evaluate usage levels and address any contract related issues.

IV. COMPENSATION

(a) The County agrees to pay the Agency in an amount not to exceed Three Hundred Eleven Thousand and NO/00 Dollars (\$311,000.00) during the term of this agreement for the provision of services described in the Scope of Services of this Agreement and to cover minimal operating expenses.

(b) All payments shall be provided subsequent to receipt of documentation including invoices, receipts, time slips, or canceled checks, which verify costs and expenditures incurred in completion of the specified events.

(c) The County shall make payment to the Agency in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section IV (b) and the monthly report required in Section V. When the required documentation and/or monthly report is incomplete or untimely, the County may hold payment until such time as the County accepts the remedied documentation and/or report.

(d) In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Agency of such occurrence, and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

(e) Failure of Agency to expend funding received consistent with the services provided under Section II (a-g) shall constitute a breach of this Agreement and shall be remedied by return of unexpended funds for the period and documentation set out in Section V of this Agreement.

V. MONTHLY REPORTS

The Agency will collect and retain statistical information to be reported monthly and quarterly to the Pinellas County Department of Health and Human Services, using the report format agreed upon by the Pinellas County Department of Health and Human Services. All reports must be submitted at the same time monthly invoices are submitted, with the exception of item f, g, and j, which shall be included on monthly reports beginning April 1, 2013. MedNet must include the following data in a secured manner in their monthly reporting:

- a) Client Name
- b) Social Security Number
- c) Date of Birth
- d) Enrollment Date
- e) Itemized Medication(s)
- f) GPI Therapeutic Class Number and Name
- g) NDC Drug Name

- h) Prescribing Provider
- i) Medical Home
- j) Cost of Each Medication Prescribed to Client
- k) Total Prescription Cost per month for each PCHP client
- l) Total NDC Drug Name Prescription Count (number of prescriptions for that medication that month)
- o) Total Cost for that GPI Therapeutic Class Name

VI. ADDITIONAL REPORTING

The Agency will maintain and provide the following documents to the County upon execution of this Agreement.

1. Articles of Incorporation
2. Agency By-Laws
3. Past 12 months of financial statements and receipts
4. Membership list of governing board
5. All legally required licenses
6. Latest agency financial audit and management letter
7. Biographical data on agency chief executive and program director
8. Equal Employment Opportunity Program
9. Inventory system – (equipment records)
10. IRS Status Certification/501 (c) (3)
11. Current job descriptions for staff positions
12. Match documentation
13. Continuity of Operation Plan

VII. AUDIT

The Agency shall utilize reasonable financial procedures, including adequate supporting documents, to account for the use of money provided by the County. The Agency shall retain all records relating to this Agreement for three (3) years after final payment is made. All Agency records relating to this Agreement shall be subject to audit by the County pursuant to Pinellas County Ordinance 94-51. In addition, the Agency shall provide an independent audit at no additional cost to the County, if so requested by the County.

VIII. TERMINATION

The County reserves the right to cancel this Agreement without cause by giving thirty (30) days written notice to the Agency or with cause if at any time the Agency fails to fulfill or abide by any of the terms or conditions specified. Failure of the Agency 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. Further, if the Agency shall use any funds provided by this Agreement for any purposes or program other than authorized under this Agreement, the Agency shall, at the option of the County, repay such amount and be deemed to have waived the privilege of receiving funds under this Agreement.

IX. ASSIGNMENT

The Agency shall perform this Agreement. No assignment or subcontracting shall be allowed except as expressly provided in this Agreement or with the prior written consent of the Board of County Commissioners.

X. AMENDMENT

The County or Agency may, from time to time, request changes in the provisions of this Agreement. Such changes, which are mutually agreed upon by and between the County and the Agency, shall be incorporated as written amendments to the Agreement.

XI. INTEREST OF MEMBERS OF COUNTY AND OTHERS

No officer, member or employee of the County and no members of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member or employee of the County or any member of its governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

XII. INDEMNIFICATION

(a) The Agency shall indemnify, pay the cost of defense including attorney's fees, and hold harmless the County from all suits, actions or 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 Agency; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of the Agency, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

(b) The Agency shall take title in any equipment purchased or received from the County pursuant to this Agreement and shall inspect such property prior to acceptance.

XIII. NON-DISCRIMINATION

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

XIV. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that the Agency is at all times hereunder acting and performing as an independent contractor and not as an agent, servant or employee of the County.

XV. COPYRIGHTS AND RIGHTS TO DATA

By signing this agreement, the County recognizes and acknowledges that MedNet is a proprietary product of the Agency and as such, the Agency retains the right to limit and/or

prohibit the self and/or peer training of County staff or other employees not specifically employed by the Agency.

The County shall assure that all materials, reports, data, charts, printed reproductions, and similar documents generated by this Agreement shall include the statement: MedNet© is a proprietary product of Suncoast Health Council, Inc.

XVI. CONFORMITY TO LAW

The Agency agrees to operate within strict conformity to all federal, state and local laws and any rules and regulations adopted thereunder.

XVII. RENEWAL OPTION

This Agreement may be renewed for one (1) additional twelve-month period upon expiration of the initial term by mutual agreement of the parties. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the Board of County Commissioners.

XVII. AGREEMENT MANAGEMENT

The Parties designate the following persons as the liaisons:

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

Elizabeth Rugg, Executive Director
Suncoast Health Council, Inc.
9600 Koger Blvd Ste 221
St. Petersburg FL 33702

< Signature Page Follows>

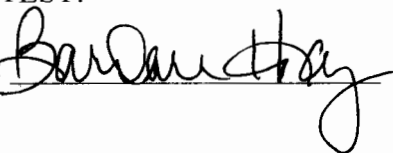
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the
day and year first above written.

ATTEST:
Ken Burke
Clerk of Circuit Court

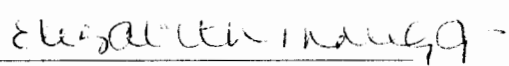
By: _____
Deputy Clerk

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

By: _____
Chairman

ATTEST:
By: 

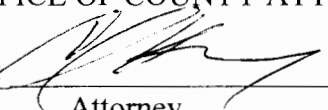
SUNCOAST HEALTH COUNCIL, INC.

By: 

Title: EXECUTIVE DIRECTOR

Date: 11/19/12

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
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	\$ 2,000,000
General Aggregate	\$ 2,000,000

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.

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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.