

BOARD OF COUNTY COMMISSIONERS

DATE: August 6, 2013

AGENDA ITEM NO. 19

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Community Home Care Medical Services Agreement with Baycare Home Care, Inc.

Department:

Health and Community Services

Staff Member Responsible:

Gwendolyn Warren, Executive Director
Health and Human Services

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE COMMUNITY HOME CARE MEDICAL SERVICES AGREEMENT WITH BAYCARE HOME CARE, INC.

I FURTHER RECOMMEND THAT UPON APPROVAL, THE CHAIR BE AUTHORIZED TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

The Community Home Care Medical Services Agreement with Bay Care Home Care, Inc. provides for durable medical equipment, home health care, oxygen, outpatient rehabilitation services, wound care, infusion therapy, orthotics and prosthetics for residents enrolled in the Pinellas County Health Program, as authorized by the County.

Through existing agreements, Pinellas County is working with key stakeholders from multiple agencies, including the Pinellas County Health Department and Community Health Centers of Pinellas, Inc. to provide preventive and primary healthcare, pharmaceutical, and wellness services to the adult (18-64 years) uninsured targeted population. The County also has existing agreements for the provision of specialty health care services.

On October 12, 2010, the Board approved the adoption of Resolution 10-209, waiving the requirements of the Pinellas County Purchasing Ordinance Sections 1-156 et. seq., Pinellas County Code, to allow the Department of Health and Human Services authority to negotiate agreements for the provision of Specialty Health Care Services.

At the July 26, 2011 Public Hearing, the Board approved Ordinance No. 11-61, extending the waiver of the code until October 14, 2014.

Pinellas County Health Plan Specialty Care Agreements have been negotiated with network providers, reviewed, approved, and executed in accordance with County guidelines.

This agreement shall be in effect from October 1, 2013 and continue through September 30, 2014. Baycare Home Care, Inc. has agreed to continue providing these services to the Pinellas County Health Plan clients even if the allocated funding is depleted during the term of this agreement.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding for this agreement is in an amount not to exceed \$550,000.00 during the term of this agreement. Funding for this agreement has been budgeted for in the Department of Health and Human Services anticipated fiscal year 2013-2014 appropriation.

Exhibits/Attachments Attached:


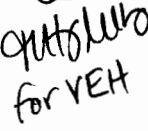
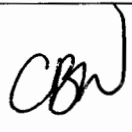


1. Contract Review Transmittal Slip
2. Community Home Care Medical Services Agreement
3. Attachment A. - Contract Services, Electronic Referrals, Claims and Report Submission
4. Attachment B. - Insurance Requirements
- 5 Resolution 10-209
6. Ordinance No. 11-23

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Community Home Care Medical Services Agreement	
CONTRACT NO.: N/A	ESTIMATED EXPENDITURE / REVENUE: \$550,000.00 (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	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Gwendolyn Warren	5/16/13			
Risk Mgmt: Virginia Holscher 5/17	5/20/13	 for VEH	Pls see revised Attachment B.	KAB 5/30/13
Finance:** Cassandra Williams	5/22/13			
OMB:** Eric Naughton-	N/A			
Legal: Carl Brody	5/28/13			
Executive Director: Gwendolyn Warren	6/3/13			

Please return to Katherine Baird Adams By: _____.

All inquiries should be made to Katherine Baird Adams ext.4-8438.

** See Contract Review Process

COMMUNITY HOME CARE MEDICAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and the **BAYCARE HOME CARE, INC.**, herein after referred to as "Provider."

WITNESSETH:

WHEREAS, the parties believe it is in the best interest of the residents of Pinellas County to receive health care services provided by our local Provider; and

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

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

WHEREAS, the County after full consideration determined that the Provider provides the broadest geographical coverage for provision of services to residents of Pinellas County enrolled in the Pinellas County Health Program; and

WHEREAS, the Board of County Commissioners is committed to assisting residents requiring medical care; and

WHEREAS, the Provider has a staff and facilities available to provide medical care to eligible Pinellas County residents.

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

Section 1. Term of Contract

This Agreement will be effective for a period of one (1) year effective October 1, 2013, and expiring on September 30, 2014.

Section 2. Scope of Medical Services

- (a) The Provider shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Program, as authorized by the Pinellas County Department of Health and Human Services:
1. Durable Medical Equipment (DME);
 2. Home Health;
 3. Oxygen Outpatient Rehabilitation Services;
 4. Wound Care;
 5. Infusion Therapy;

6. Orthotics and Prosthetics as authorized by the County.

- (b) Provision of Medical Services shall be performed consistent with the standards provided for in the Pinellas County Health Program Policies and Procedures.
- (c) The Provider shall inform the County Case Manager within five (5) business days of any client who does not comply with behavioral expectations as outlined in the PCHP Patient Handbook or the PCHP Provider Handbook, or of any clients the Provider is unable to contact to fulfill the request for Home Health Care or Durable Medical Equipment.
- (d) Authorization required under this Section of this Agreement shall be obtained through the Health Services Division of the Pinellas County Health and Human Services Department.

Section 3. Licensing

Provider warrants that all of its health care Providers, including but not limited to physicians, advanced registered nurse practitioners, nurses and pharmacists, meet state statutory requirements and are in good standing with the appropriate state licensing authority.

Section 4. Compensation

- a) The total compensation provided for under this Agreement shall be in an amount not to exceed Five Hundred Fifty Thousand and NO/00 Dollars (\$550,000.00) for services provided pursuant to the scope and term of this Agreement. Provider shall remit detailed invoices on a monthly basis prior to receipt of funding pursuant to this Agreement. This invoice shall include, but is not limited to: client identifier, start and end dates of service, place of service, referral source and physician, and ICD9 and CPT diagnostic codes as applicable.
- b) The County shall reimburse PROVIDER in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section 4 (a) and quarterly report required in Section 8 of this Agreement. When the required documentation and/or quarterly report is incomplete or untimely, the County may hold payment until such time as the County accepts the remedied documentation or report.
- c) County shall remain a payer of last resort.
- d) In the event that funds available for services under this Agreement become fully encumbered, Provider shall continue to provide services to enrolled County clients, to the extent specified in this Agreement, through the remainder of the term of this Agreement, at no additional expense to the County. Provider will charge no co-pays or balance bill to any client enrolled for services in the Pinellas County Health Plan for services related to this Agreement.

- e) The county reserves the right to audit Contractor accounts for invoices submitted pursuant to this Agreement

Section 5. Fiscal Non-Funding

In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify Provider 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 6. Record Retention and Audit

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

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

Section 7. Electronic Data Requirements and Electronic Format Exchanges

PROVIDER shall comply with the County's Electronic Data Requirements and Electronic Exchange Formats as specified in Attachment A. (See attachment A.)

Section 8. Reporting Requirements

- a) PROVIDER shall produce standardized quarterly reports, utilizing the format established by the County in its Policies and Procedures. Examples of information included in these quarterly reports shall include, but not be limited to: number of unique clients served, average cost per client, frequency of diagnoses, average cost by diagnosis, average length of service, etc. Quarterly reports are due on or before the twenty-first day of the month following the last month of the quarter.
- b) The County reserves the right to modify report formats with the aim to collect the most meaningful and significant data.

Section 9. Evaluation: Performance Measures and Key Indicators

PROVIDER shall comply with Performance Measurement and Key Indicators described in the County's Policies and Procedures

Section 10. Termination

- a) The County reserves the right to cancel this Agreement without cause by giving thirty (30) days written notice to PROVIDER, or with cause if at any time PROVIDER fails to fulfill or abide by any of the terms or conditions specified. Failure of PROVIDER 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.
- b) In the event of termination without cause, the County shall notify PROVIDER and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County
- c) If PROVIDER shall use any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, PROVIDER shall, at the option of the County, repay such amount and be deemed to have waived the privileges of receiving funds under this Agreement.
- d) Either Party may terminate this Agreement without cause by providing ninety (90) days prior written notice to the other Party

Section 11. Modification

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 PROVIDER and incorporated as a written amendment to this Agreement.

Section 12. Independent Contractor

It is hereby mutually agreed that PROVIDER is an independent contractor and not employees or agents of the County

Section 13. Renewal Option

This Agreement may be renewed based on the 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.

Section 14. Indemnification and Insurance

- (a) PROVIDER shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County from all suits, actions, claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of, any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of

PROVIDER; or by, or on account of, any claim or accounts recovered under the "Worker's Compensation Law"; or of any other laws, by-laws, ordinances, orders or decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

(b) The PROVIDER shall procure, pay for and maintain at least the following insurance coverage's and limits as specified in Attachment B. (See Attachment B)

Section 15. Conformity to Law

PROVIDER shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereafter

Section 16. Non-Assignability

PROVIDER 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 17. 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 18. Severability

If any provision or any portion thereof contain 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 19. Agreement Covered by Florida Law

The laws of the State of Florida shall govern this Agreement

Section 20. HIPAA

Provider is a covered entity as defined by HIPAA and it shall comply with all HIPAA laws, rules and regulations, including all requirements currently provided for and as promulgated in the future under the HITECH Act.

Section 21. Agreement Management

The County designates the following person as liaison for the County:

Mary Buccigrossi
Pinellas County Department of Health and Human Services
2189 Cleveland St Ste 266
Clearwater Fl 33765
727-464-8402

The Provider designates the following person a liaison for the Provider:

Dan Sweeney
Baycare Home Care, Inc.
8542 118th Ave N
Largo FL 33773
727-394-6510

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

ATTEST:

Ken Burke
Clerk of Circuit Court

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

By: _____
Deputy Clerk

By: _____ *N*
Chairman

ATTEST:

By: *Rebecca Carpenter*

BAYCARE HOME CARE, INC.

By: *Daniel E. King*

Title: *Vice President*

Date: *6/13/2013*

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Attorney

**CONTRACT SERVICES
ELECTRONIC REFERRALS, CLAIMS, AND REPORT SUBMISSION**

Provider is advised that these are preliminary requirements and the County may need to make modifications to the requirements/format during the implementation phases of the Community Help and Electronic Data Application System (CHEDAS). The County shall provide updates and assistance as required.

The Pinellas County Department of Health and Human Services (HHS) shall be implementing a HIPAA and HITECH-compliant system through the County-administered Community Help and Electronic Data Application System (CHEDAS) for providers/partners to submit referral requests to HHS through a web portal, to receive approved/denied authorizations for referred services through the same web interface, and to submit claims through an authorized Clearinghouse (**Emdeon**). The expected implementation date for this system is during Fall 2012.

1. Referrals and Authorizations

Providers agree to use the system in the following manner for referrals and authorizations:

1. Submit referrals requesting services for clients for supported referral types through the Community Module of the CHEDAS system.
2. Submit supporting documentation for the referral request through an electronic attachment to the request.
3. Receive authorization/denial of referral services for supported referral types through the Community Module of the CHEDAS system prior to providing services.
4. Notify clients of approval/denial of referral request and assist clients with scheduling of services.

2. Claims

Providers shall include the following information in all claims for HHS-authorized services:

1. Use the authorization ID for service when submitting claims for services provided.
2. Transactions for all services provided to eligible members will be submitted, including capitated services, such as labs, nutritional services, disease case management, volunteer services, etc.
3. Charges for services shall be billed at the contracted rates, including no charge for services capitated under another heading.
4. Send data elements that Pinellas County designates as necessary for adjudicating claims.
5. All claims shall be submitted by the contracted PROVIDER with proper PROVIDER NPI number.

Providers shall submit claims through the following manner:

<input checked="" type="checkbox"/> County-designated Clearinghouse (EMDEON)
<input type="checkbox"/> Direct connection to CHEDAS system (see ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC FORMAT EXCHANGES Contract Addendum for additional information).
<input type="checkbox"/> Manual (paper) invoices.
<input type="checkbox"/> Other: _____.

3. Reports

Providers shall submit contract-required reporting through the CHEDAS Community Module if available, rather than hardcopy or through other electronic format such as Word or Excel.

Rev. 07/06/12

ATTACHMENT B – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

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) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and/or is signing the agreement with the County.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) 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.

Attachment B

ATTACHMENT B – INSURANCE REQUIREMENTS

- (7) 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:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
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 (Malpractice) 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	\$ 1,000,000
General Aggregate	\$ 3,000,000

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.

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

RESOLUTION 10- 209

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, WAIVING THE PROVISIONS OF THE PINELLAS COUNTY PURCHASING ORDINANCE TO ALLOW THE DEPARTMENT OF HEALTH & HUMAN SERVICES AUTHORITY TO NEGOTIATE TERMS FOR CONTRACTS TO BUILD A SPECIALTY CARE NETWORK FOR PROVISION OF HEALTH CARE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2.04(e) of the Pinellas County Charter, and in order to advance the public safety, health and welfare of citizens of Pinellas County, the County provides public health care services to eligible Pinellas County residents through its Department of Health & Human Services; and

WHEREAS, in order to provide necessary services to its target population, the County must contract with local Hospitals and other medical providers for provision of health care services; and

WHEREAS, the County initiated bid processes in order to obtain the most cost-effective provision of health care services for participants in the County health care services plan; and

WHEREAS, the County received limited responses to our bid(s) for provision of the requested services; and

WHEREAS, the Department of Health & Human Services will negotiate Agreements for provision of health care services in a manner that will achieve the goals of the Board of County Commissioners in a cost-efficient manner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, AT A DULY ASSEMBLED MEETING HELD ON THIS 12TH DAY OF OCTOBER 2010, AS FOLLOWS:

Section 1. Pursuant to Section 2-160, Pinellas County Code, the Board of County Commissioners of Pinellas County, Florida, hereby waives the requirements of the Pinellas County Purchasing Ordinance, Sections 1-156 et. seq., Pinellas County Code, to authorize the negotiation of Agreements for provision of health care services.

Section 2. This Resolution shall take effect immediately upon its adoption.

Commissioner Latvala offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Bostock, and upon roll call the vote was:

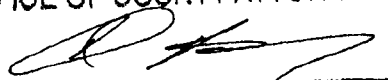
Ayes **Seel, Latvala, Morroni, Bostock, Brickfield, and Harris.**

Nayes **None.**

Absent not voting **Welch.**

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By

A handwritten signature in black ink, appearing to be "R. H. [unclear]", written over a horizontal line.

Attorney

RESOLUTION 11- 61

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, WAIVING THE PROVISIONS OF THE PINELLAS COUNTY PURCHASING ORDINANCE TO ALLOW THE DEPARTMENT OF HEALTH & HUMAN SERVICES AUTHORITY TO NEGOTIATE TERMS FOR CONTRACTS TO BUILD A SPECIALTY CARE NETWORK FOR PROVISION OF HEALTH CARE SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2.04(e) of the Pinellas County Charter, and in order to advance the public safety, health and welfare of citizens of Pinellas County, the County provides public health care services to eligible Pinellas County residents through its Department of Health & Human Services; and

WHEREAS, in order to provide necessary services to its target population, the County must contract with local Hospitals and other medical providers for provision of health care services; and

WHEREAS, the County initiated bid processes in order to obtain the most cost-effective provision of health care services for participants in the County health care services plan; and

WHEREAS, the County received limited responses to our bid(s) for provision of the requested services; and

WHEREAS, the Department of Health & Human Services will negotiate Agreements for provision of health care services in a manner that will achieve the goals of the Board of County Commissioners in a cost-efficient manner.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, AT A DULY ASSEMBLED MEETING HELD ON THIS 26 DAY OF JULY 2011, AS FOLLOWS:

Section 1. Pursuant to Section 2-160, Pinellas County Code, the Board of County Commissioners of Pinellas County, Florida, hereby waives the requirements of the Pinellas County Purchasing Ordinance, Sections 1-156 et. seq., Pinellas County Code, to authorize the negotiation of Agreements for provision of health care services. The continuing need for this waiver will be assessed in October 2014.

Section 2. This Resolution shall take effect immediately.

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By Michelle Wallace
Attorney