

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** January 28, 2014

**AGENDA ITEM NO.** 15

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:** 

**Subject:**

Approval and Execution of the Pinellas County Health Care Program Interlocal Agreement between Pinellas County and the Florida Department of Health in Pinellas County.

**Department:**

Health and Community Services

**Staff Member Responsible:**

Gwendolyn C. Warren, Executive Director 

**Recommended Action:**

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE PINELLAS COUNTY HEALTH CARE PROGRAM INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE FLORIDA DEPARTMENT OF HEALTH IN PINELLAS COUNTY, RETROACTIVE TO JANUARY 1, 2014. I FURTHER RECOMMEND THAT AUTHORITY BE GRANTED FOR THE CHAIRPERSON TO SIGN AND THE CLERK TO ATTEST.

**Summary Explanation/Background:**

The Pinellas County Health Program was established in 2008 to provide primary and preventive health care to Pinellas County residents who do not qualify for government-sponsored health coverage. The Pinellas County Health Program is structured around a Patient-Centered Medical Home model in order to provide for comprehensive and continuous medical care to patients with the goal of obtaining maximized health outcomes. The Patient-Centered Medical Home model combines primary care principles, relationship-centered patient care, and integrated health information technology for the provision of primary care that is connected, coordinated, and comprehensive.

The Florida Department of Health in Pinellas County (DOH Pinellas) has been a medical provider for the Pinellas County Health Program since its inception in 2008. In Fiscal Year 2013, the Interlocal Agreement was extended for twelve (12) months in order to streamline operations, reduce costly duplication of services, implement specific performance measures, target at-risk communities for coordinated services, realize cost efficiencies, utilize the Community Help and Electronic Data Application System (CHEDAS) for invoicing, data management, and reporting requirements, and study the impacts of the implementation of the *Patient Protection and Affordable Care Act*. These changes and enhancements were consistent with the Board's desired Strategic Outcomes. The proposed Fiscal Year 2014 Interlocal Agreement has been adjusted to a nine (9) month term to correspond with the County Fiscal Year.

As you are aware, changes to the Pinellas County Health Program have resulted in an increased need for services from DOH Pinellas. Under the proposed Fiscal Year 2014 Interlocal Agreement, DOH Pinellas will provide primary care and preventive services for all Program clients in five (5) Medical Home sites located throughout the County. DOH Pinellas 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, a compassionate prescription assistance pilot program, and coordinate community-based care for high-risk clients at the free clinics who are ineligible for County services. DOH Pinellas 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 to services, DOH Pinellas will provide contracted staff for the Department's use in the Medical Director's Office (which provides staff oversight for the medical programs and medical advice to the Executive Director of the Department of Health and Community Services), the Utilization Management Team (which monitors the use of the specialized services through a network of contracted specialty providers), and on the Mobile Medical Unit (a full-service medical home on wheels with clinical and support services for the homeless.)

Notable changes to the contract include:

- Management of behavioral health services for Pinellas County Health Plan clients whose emotional stressors have impacted their physical health. This will result in a savings of \$700,000 to the County for the term of this Agreement.
- Integration of a Compassionate Prescription Drug Assistance Pilot Program within the medical homes and at free clinics to ensure access to free medications for Pinellas County Health Program clients and a reduction in pharmacy expenditures for the County. This will result in a savings of \$70,350 to the County for the term of this Agreement.
- Increased target encounters from 19,000 to 24,000 to ensure that all Pinellas County Health Program clients have access to medical care at DOH Pinellas medical homes.
- Adjustment of the Agreement term to align with the County Fiscal Year.

DOH Pinellas 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 DOH Pinellas is required to provide primary and preventive care to low-income and uninsured residents at the request of the County. DOH Pinellas operates ten (10) offices throughout the County, five (5) of which are health clinics in County-owned facilities located within or nearby one of the five (5) Target Zones adopted by the Board of County Commissioners for increased coordinated services. DOH Pinellas is capable of increasing client and clinic capacity as needed to better meet the demand for services.

DOH Pinellas has a proven track record of providing quality, effective, and cost-efficient services to the residents of Pinellas County. Since 2008, DOH Pinellas has assisted the Department in structuring the Pinellas County Health Program and will continue to advise and assist the Department as it continues to re-design the Health Care Delivery System to ensure increased access to quality health care for uninsured Pinellas County residents.

If approved, this agreement shall be in effect retroactively from January 1, 2014 through September 30, 2014.

#### **Fiscal Impact/Cost/Revenue Summary:**

The total amount of funding the Department of Health in Pinellas County will receive for the term of this Interlocal Agreement is \$4,601,671. Historically, Pinellas County Health Program medical home services were provided through individual Agreements with multiple providers. Through targeted program efficiencies and enhancements, the Department is able to provide these services through one (1) provider at a reduced cost to the County. In Fiscal Year 2013, medical home expenditures for the Pinellas County Health Program totaled \$7,120,037.00. The efficiencies and enhancements identified in the proposed Fiscal Year 2013 Interlocal Agreement result in a savings of \$1,092,582 over the year, or \$738,358 during the nine (9) month term of the Agreement.

	<b>2013 Services Budget</b>	<b>2014 Services Budget (annualized)</b>	<b>Net Annualized Cost / Savings</b>	<b>Actual 9 Month Budget Allocations</b>	<b>Net 9 Month Cost / Savings</b>
<b>Client Services</b>	\$6,076,962	\$5,050,440	-\$1,026,522	<b>\$3,787,830</b>	-\$769,892
<b>Medical Director's Office (2.07 FTEs)</b>	\$343,034	\$236,099	-\$106,935	<b>\$182,724</b>	-\$74,552
<b>Utilization Management (10 FTEs)</b>	\$371,868	\$284,487	-\$87,381	<b>\$284,487</b>	\$5,586
<b>Mobile Medical Unit (5.65 FTEs)</b>	\$328,173	\$456,483	\$128,310	<b>\$346,630</b>	\$100,500
<b>Total</b>	<b>\$7,120,037</b>	<b>\$6,027,509</b>	<b>-\$1,092,528</b>	<b>\$4,601,671</b>	<b>-\$738,358</b>

Funding for this Agreement will be provided through the Fiscal Year 2013-2014 appropriation for the Department of Health and Community Services. The savings realized through the consolidation of contracts and administrative efficiencies will be proposed for a one-time inclusion in the Health Care Trust during the Fiscal Year 2015 Budget Work Sessions.

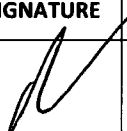
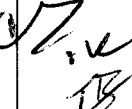
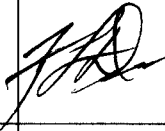



**Exhibits/Attachments Attached:**

1. Contract Review Transmittal Slip
2. Pinellas County Health Care Program Interlocal Agreement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP****PROJECT : Pinellas County Health Care Program Interlocal Agreement-FI. Dept. of Health in Pinellas County****CONTRACT NO.: N/A****ESTIMATED EXPENDITURE / REVENUE: \$ 4,601,671.00**  
(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
<b>Originator:</b> Gwendolyn Warren	1/14/14			
<b>Risk Mgmt:</b> Virginia Holscher CMTD 1-15-14	1/15/14	GW	For Legal: Section 29, p 24, is the statute # correct? Public Entity to Public Entity	 TB
<b>Finance:**</b> <del>Cassandra Williams</del> <b>FRED DEAN</b>	1/15/14		Board memo pg 3: Clarify savings for 1-time indication. Explain on Health Care Trust Contract pg 25 - Remove Attachment reference.	TB
<b>OMB:**</b> Bill Berger	1/15/14			
<b>Legal:</b> Carl Brody	1/15/14		Just make clear up.	TB
<b>Executive Director:</b> Gwendolyn Warren	1/14/14			

Please return to Katherine Baird Adams By: ASAP.

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

\*\* See Contract Review Process

**PINELLAS COUNTY HEALTH CARE PROGRAM INTERLOCAL  
AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the “County”, and the **FLORIDA DEPARTMENT OF HEALTH IN PINELLAS COUNTY**, herein after called “DOH Pinellas.”

**WITNESSETH:**

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

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

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

**WHEREAS**, the COUNTY desires that DOH Pinellas provide for behavioral health and compassionate prescription assistance services within the medical clinic setting in order to promote overall integrated health services for the client population; and

**WHEREAS**, DOH Pinellas is a strategic partner with the COUNTY and must participate in the planning and implementation of effective cost containment measures within service delivery; and

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

**Section 1. 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 nine (9) months effective January 1, 2014, and expiring on September 30, 2014.

**Section 3. Scope of Health Care Services** DOH Pinellas shall provide:

(a) Health care services to low-income uninsured citizens of Pinellas County consistent with the Pinellas County Department of Health and Community Services (HCS) 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 in the following five (5) medical homes located at:

1. 205 Dr. Martin Luther King Street North St. Petersburg, FL 33701. Tel: (727) 824-6900

2. 6350 76<sup>th</sup> Avenue North Pinellas Park, FL 33781. Tel (727) 547-7780

3. 8751 Ulmerton Road Largo, FL 33771. Tel (727) 524-4410

4. 310 North Myrtle Avenue Clearwater, FL 33755. Tel (727) 469-5800

5. 301 South Disston Avenue Tarpon Springs, FL 34689. Tel (727) 942-5457

Additional sites may be added as appropriate and necessary to meet the health care needs of residents living in the targeted impact zones.

(c) Core services provided through the Pinellas County Health Program shall include:

1. Provision of primary and preventive care services as outlined in Section 4 of this Agreement.
2. Referral to specialty laboratory services as outlined in Section 5 of this Agreement.
3. Provision of behavioral health care with primary care services as outlined in Section 6 of this Agreement.
4. Provision of prescription medications through contracted pharmacy services and a compassionate drug patient assistance program as outlined in Section 7 of this Agreement.
5. Provision of relief of pain dental services as outlined in Section 8 of this Agreement.
6. Provision of high-risk preventive dental services as outline in Section 9 of this Agreement.
7. Referral to specialty care services as outlined in Section 10 of this Agreement.
8. Referral to home health care services and durable medical equipment as outlined in Section 11 of this Agreement.
9. Provision of Community-Based Care as outlined in Section 12 of this Agreement.

(d) Primary health care services in accordance with the following patient-centered medical home tenets:

1. **Relationship**, including communication and understanding between the patient, the physician and physician-directed healthcare team (including contracted behavioral health specialists).
2. **Continuity of care**, including the requirement that at least 70% of a client's medical home visits are with a 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.
3. **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.
4. **Accessibility**, including written policies that support patient access and routine assessment of patients' perceptions and satisfaction regarding access to the medical home.
5. **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.** DOH Pinellas shall act as a medical home for the provision of primary care and preventive services at sites in accordance with Section 3(b) of this Agreement and subject to compensation listed in Section 18 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.

**Section 5. Specialty Lab Services.** DOH Pinellas 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 DOH Pinellas contracted laboratory.

**Section 6. Behavioral Health Care Services.** DOH Pinellas shall provide integrated behavioral health services to PCHP medical home clients in order to improve clinical care outcomes. Core to the provision of primary health care services, DOH Pinellas shall provide for counseling and other appropriate support to reduce the impact that episodic life events (death of a loved one, loss of employment, etc) have on physical health.

**Section 7. Prescription Assistance.** DOH Pinellas shall provide a compassionate prescription assistance pilot program for all eligible PCHP clients in order to reduce demands upon County contracted pharmacy services. Medications or equivalents covered by the COUNTY contracted pharmacy provider will be limited to those not available through the compassionate prescription assistance program, including medications at the time a prescription is executed and during the time when a client is transitioning to free medications through the compassionate prescription assistance program. DOH Pinellas shall:

- (a) Administer a compassionate prescription assistance pilot program to facilitate access to free and low cost prescription medications for eligible PCHP clients at no charge to the client.
- (b) Utilize a PCHP client priority list to ensure that the most medically needy clients are enrolled in a compassionate prescription assistance program.

- (c) Develop operating procedures for compassionate prescription assistance program to include steps for medication controls and notification to PCHP pharmacy contractor.

**Section 8. Relief of Pain Dental Services.** DOH Pinellas shall provide on-site Relief of Pain dental services to PCHP clients at medical homes with dental operatories. Clients enrolled in DOH Pinellas medical homes that do not have dental operatories shall be referred to the closest DOH Pinellas 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 in accordance with the program budget:

- (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 in accordance with the program budget:

- (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. DOH Pinellas 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. DOH Pinellas 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.**

Any referrals for home health care services (HHC) and durable medical equipment (DME) will be solely provided to the PCHP clients through a County contracted provider as designated by the County.

**Section 12. Community-Based Care.** In accordance with the program budget, DOH Pinellas shall provide for community-based care for high-risk diabetic clients at free clinics located throughout the County. Services include:

1. Preventive dental care
2. Primary and preventive medical care

**Section 13. Operations.** As a medical home, DOH Pinellas 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 Pinellas Department of Health and Community Services within five (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. DOH Pinellas 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. DOH Pinellas shall consult with the HCS 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 DOH Pinellas. Should changes in staff affect the quality of the delivery of core services as described in Section 3, the HCS Contract Manager must be immediately notified in writing.

**Section 14. Eligibility.** Eligibility pre-screening and enrollment into the PCHP will be conducted by HCS staff at the following locations Monday through Friday between the hours of 8am and 5pm:

- a) Pinellas Department of Health and Community Services at Clearwater:  
2189 Cleveland Street, Suite 230 Clearwater, FL 33765. Tel (727) 464-8400
- b) Pinellas Department of Health and Community Services at St. Petersburg:  
647 1<sup>st</sup> Avenue North St. Petersburg, FL 33701. Tel (727) 582-7781
- c) Pinellas Department of Health and Community Services at Mid-County:  
8751 Ulmerton Road Largo, FL 33771. Tel (727) 588-4040
- d) Pinellas Department of Health and Community 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, DOH Pinellas 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 HCS's office locations to confirm eligibility for on-going services. DOH Pinellas will be reimbursed for one (1) billable encounter while eligibility is being determined.

**Section 15. Mobile Medical Unit.** DOH Pinellas 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) in accordance with the program budget.

- (a) The MMU team will consist of two (2) full time registered nurses, a full time licensed primary care physician, a full time case manager, and support staff, each serving a maximum of forty (40) hours per week.
- (b) DOH Pinellas shall provide one part time driver for the MMU as outlined within the approved budget.
- (c) In the event that the Physician or mid-level provider is unable or fails to report to his/her assigned duties, the DOH Pinellas will provide alternate qualified staff to serve the MMU.
- (d) DOH Pinellas shall seek approval of the service delivery sites and hours of operation for the MMU and notify the DOH Pinellas of schedule changes in a timely manner.

**Section 16. Utilization Management Services.** The DOH Pinellas 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 in accordance with the program budget:

1. A full-time manager. Four (4) full-time Referral Services Analysts, and five (5) 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. 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 DOH Pinellas shall provide the following services and personnel to Pinellas Department of Health and Community Services (HCS) for the Pinellas County Health Program in accordance with the program budget:

1. One full-time Medical Director. The Medical Director shall:



- 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 MMU, Utilization Management, and support staff.
- e. Meet with HCS 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 County Quality Assurance staff.
- 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. 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.
  - n. 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:
- a. Assist in the development and implementation of contractual Quality Assurance / Quality Improvement activities at the contracted medical providers.

3. 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 Four Million, Six Hundred One Thousand Six Hundred Seventy One and 00/100 Dollars (\$4,601,671.00) for the term of this Agreement.

- (a) In the event that funds provided for under this Agreement are expended prior to its expiration, DOH Pinellas shall continue to provide services to PCHP Clients as provided for within the Agreement until the expiration of its term as provided for in Section 1 of this Agreement.
- (b) MMU Compensation
  1. Continuation of this Agreement as it pertains to MMU staff is contingent upon receipt of funds from a third party Grantor.
  2. In the event that any MMU Staff outlined within this Agreement fail to report to his/her assigned duties as described in Section 15(a) of this Agreement and alternate staffing is not provided by the DOH Pinellas, compensation shall be reimbursed on a pro-rated basis.
- (c) Pinellas County Health Program Encounters:
  1. 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.
2. The following services do not constitute an encounter and do not qualify for payment when conducted outside of an office visit:
    - a) Immunizations, Nutritional Assessments, Education and Counseling, and other non-medical services.
    - b) Clinical standing orders and/or protocols, unless contractually included or approved by the Pinellas County Health Program Medical Director.
    - c) Office visits with pain management or chronic pain as the primary reason
  3. 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.
  4. The target number of encounters during the Agreement term of nine (9) months shall be 24,000 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.
- (d) 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 DOH Pinellas of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the COUNTY.

- (e) The COUNTY shall reimburse DOH Pinellas 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 remediating documentations.
- (f) Invoices
  - 1. DOH Pinellas shall remit an invoice, receipts, payroll summary information for the costs of providing medical staff on a monthly basis prior to the receipt of funding pursuant to this Agreement.
  - 2. 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.
  - 3. The COUNTY reserves the right to audit DOH Pinellas 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. DOH Pinellas shall be responsible to provide documentation/justification for reconsideration of payment of any denied line items. The COUNTY will promptly process any newly approved line items for payment.

**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. DOH Pinellas 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.

DOH Pinellas 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 HCS Executive Director.

**Section 20. Licensing.** DOH Pinellas 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 DOH Pinellas 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.** DOH Pinellas 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.

DOH Pinellas shall:

- (a) Comply with the Performance Measurements as outlined within 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. DOH Pinellas 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 DOH Pinellas medical records by making records and necessary information available no later than 15 business days following the County's request.
  - 1. The reviewer shall provide audit results to County no later than 10 business days following audit completion. County shall provide audit results to DOH Pinellas 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, DOH Pinellas shall make records and necessary information available no later than two (2) business days following County's request.
  - 2. DOH Pinellas 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) Transition quality assurance activities to County staff.
- (c) Develop auditing tools in alignment with the current standards of care, evidenced-based guidelines and fiscal accountability.
- (d) 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;
- (e) Share the results from this Section with DOH PINELLAS, including any corrective actions

**Section 23. Reporting Requirements and Performance Measures.** DOH Pinellas shall produce standardized reporting for submission to the County in an approved electronic format.

- (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) DOH Pinellas shall submit a fiscal year end narrative report.
- (c) Data shall be provided for PCHP clients only.
- (d) DOH Pinellas shall provide the following measures in the aggregate of all PCHP clients seen at DOH Pinellas medical homes as a percentage of all PCHP clients seen at DOH Pinellas medical homes:
  1. 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.
  2. 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.
  3. 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.



4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Clients, age 18-64 who were enrolled in PCHP during the measurement year and were diagnosed as having persistent asthma
11. 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.
12. 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.
13. 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)

14. Clients, age 18-64, who were enrolled in the PCHP during the measurement year and determined to suffer from mild depression following program screening, who were enrolled in and received depression assistance during measurement year.
  15. Clients, age 18-64, who were enrolled in the PCHP during the measurement year and were able to receive a prescription through prescription assistance during measurement year.
  16. Clients, age 18-64, who were enrolled in the PCHP during the measurement year and successfully adhered to their behavioral health treatment plan.
  17. Clients, age 18-64 who were enrolled in the PCHP during the measurement year and who achieved improved outcomes delineating those with integrated behavioral health plans and those without behavioral health plans.
  18. Clients, age 18-64 who were enrolled in the PCHP during the measurement year and were determined to have at risk behaviors relating to smoking, substance abuse, nutrition, or sexual activity, who received at least one service to help address the at risk behavior.
  19. Percentage of PCHP clients successfully enrolled in compassionate prescription assistance program.
  20. Ratio of compassionate prescription program medication value to program cost. (Program target of 6:1 for value to cost ratio)
  21. Percentage of PCHP clients receiving behavioral health services that recorded improved primary health care service outcomes.
  22. Percentage of PCHP clients with an established behavioral health plan
  23. Percentage of a client's medical home visits/encounters that were with a physician/physician team. (Program target of 70%)
- (e) The County reserves the right to modify report formats with the aim to collect the most meaningful and significant data. County shall coordinate with DOH Pinellas 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 DOH Pinellas.
- (b) The County may terminate this Agreement with cause if at any time DOH Pinellas fails to fulfill or abide by any of the terms or conditions specified in the Agreement. Failure of DOH Pinellas 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 DOH Pinellas and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.
- (d) If DOH Pinellas shall use any funds provided by this Agreement for any purposes or program other than authorized under this Agreement, DOH Pinellas 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) DOH Pinellas may terminate this Agreement without cause by providing ninety (90) days prior written notice to the County.

**Section 25. Performance.**

- (a) Failure of DOH Pinellas 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.
- (b) The County and DOH Pinellas shall adopt and maintain Standard Operating Procedures (SOPs) for the implementation and reporting of Pinellas County Health Program services within ninety (90) days of the Agreement execution including, but not limited to communication,

notification procedures, invoice procedures, information reporting and formats, and service delivery and standards.

1. SOPs shall be maintained by the Department of Health and Community Services.
  2. Revision to SOPs pertaining to the Agreement shall be developed in coordination between the County and DOH Pinellas.
- (c) In the event of a designation as a Federally Qualified Health Center (FQHC), DOH Pinellas agrees to comply with all federal requirements and standards applicable to the FQHC status.

**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 DOH Pinellas and incorporated as a written amendment to this Agreement.

**Section 27. Independent Contractor.** It is hereby mutually agreed that DOH Pinellas 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 768.28, 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.** DOH Pinellas shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

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

**Section 33. 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 34. 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 35. Agreement Covered by Florida Law.** The Laws of the State of Florida shall govern this Agreement

**Section 36. HIPAA / ACCESS TO EHR.**  
Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, DOH Pinellas 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.

DOH Pinellas 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 37. Agreement Management:** The parties designate the following persons as liaisons:

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

Pervinder Birk  
Florida Department of Health in Pinellas County  
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

DATE: \_\_\_\_\_

**THE FLORIDA DEPARTMENT  
OF HEALTH IN PINELLAS  
COUNTY**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY**

By: \_\_\_\_\_  
Assistant County Attorney