



BOARD OF COUNTY COMMISSIONERS

DATE: April 1, 2014
AGENDA ITEM NO. 9

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Approval and Execution of the Pinellas County Health Program Agreement between Pinellas County and Baycare Health Systems, Inc.

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 HEALTH PROGRAM AGREEMENT BETWEEN PINELLAS COUNTY AND BAYCARE HEALTH SYSTEMS, INC. PURSUANT TO THE MASTER HEALTH PROGRAM AGREEMENT APPROVED AND AUTHORIZED BY THE BOARD ON AUGUST 6, 2013 WITH UPDATED NEGOTIATED FUNDING LEVELS, RETROACTIVE TO OCTOBER 1, 2013.

I FURTHER RECOMMEND THAT AUTHORITY BE GRANTED FOR THE CHAIRPERSON TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

On August 6, 2013, the Board approved the Master Health Program Agreement for an amount not to exceed \$3,000,000 for hospital services. Subsequent to the approval by the Board, Health and Community Services was asked to review the funding distribution formula by providers prior to execution of individual contracts due to service level changes. For the FY14 agreement, hospital partners have been provided separate contracts based on the average service delivery to Pinellas County Health Plan clients for the two (2) prior fiscal years, FY2012 and FY2013.

FY 13-14 Funding Recommendation for Pinellas County Health Plan Agreement with Pinellas County Hospitals		
Hospital	Funding Amount	Percentage
Bayfront HMA Medical Center, LLC.	\$360,000.00	12%
Baycare Health Systems, Inc.	\$2,610,000.00	87%
Florida Hospital North Pinellas	\$30,000.00	1%
Total	\$3,000,000.00	100%

BayCare Health Systems, Inc. has signed its FY 13-14 contract for services provided in its Pinellas County hospitals to Pinellas County Health Program clients in the amount of \$2,610,000.00.

Negotiations with Bayfront HMA Medical Center, LLC (Bayfront), continue but are progressing slowly. Bayfront believes it has treated more Pinellas County Health Plan clients than is indicated by Health and Community Services data. Once received, Health and Community Services will do a reconciliation in an effort to verify that assertion. As Health and Community Services is aware that some level of service has been provided by Bayfront, it seeks flexibility in determining an appropriate amount, not to exceed \$750,000, for service delivery cost. A final negotiated contract with Bayfront will be presented to the Board of County Commissioners for consideration. If needed, the additional funding would come from other Health and Community Services' FY 13-14 Department budget.

This agreement shall be in effect from October 1, 2013 through September 30, 2014.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding participating providers will receive under all agreements is an amount not to exceed \$3,000,000.00 during the term of this agreement without approval of the Board of County Commissioners. Funding will be provided for through a combination of funding streams consisting of the Pinellas County Health Program Trust Fund Accounts and the Department of Health and Community Services FY 2013-2014 appropriation.

Exhibits/Attachments Attached:




1. Contract Review Transmittal Slip
2. PCHP Provider Agreement with Baycare Health Systems, Inc.
3. Master PCHP Provider Agreement agenda packet approved by the Board August 6, 2013

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT : Pinellas County Health Program Agreement with Baycare Health Systems, Inc.	
CONTRACT NO.: N/A	ESTIMATED <u>EXPENDITURE</u> / REVENUE: \$ 3,000,000.00 (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	3/19			
Risk Mgmt: Virginia Holscher	N/A			
Finance:** Cassandra Williams	N/A			
OMB:** Bill Berger	N/A			
Legal: Carl Brody	3/19			
Executive Director: Gwendolyn Warren	3/19			

Please return to Katherine Baird Adams By: _____.

All inquiries should be made to Tim Burns ext.4-8441.

** See Contract Review Process

Revised 5.13.13

PINELLAS COUNTY HEALTH PROGRAM PROVIDER AGREEMENT

THIS AGREEMENT made and entered into as of the 21 day of February, 2014, by and between the PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "COUNTY", and BAYCARE HEALTH SYSTEMS, INC., hereinafter referred to as the "PROVIDERS".

W I T N E S S E T H:

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 PROVIDERS; and

WHEREAS, the COUNTY provided the opportunity for hospitals in the community to participate in the Pinellas County Health Program through the County bid process; and

WHEREAS, the COUNTY did not receive bids for provision of the requested services; and

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

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

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

WHEREAS, COUNTY desires to increase access to health care for the indigent through Pinellas County Health Program medical homes for those receiving County assistance; and

WHEREAS, the COUNTY desires to divert the inappropriate use of emergency room facilities by citizens of Pinellas County; and

WHEREAS, the COUNTY is committed to assisting residents requiring medical care; and

WHEREAS, the PROVIDERS have staff and facilities available to provide medical care to eligible Pinellas County residents.

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

I. GRANT OFFER TO PROVIDERS

The COUNTY hereby makes a grant offer to the PROVIDERS under the terms and conditions of this Agreement and applicable rules and regulations of the Board of County Commissioners of Pinellas County

II. SCOPE OF MEDICAL SERVICES

a) The PROVIDERS 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 Community Services:

1. Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
2. Inpatient care services.
3. Inpatient pharmacy, medical/surgical supplies, pathology and anesthesiology and all other services such as ancillary diagnostic imaging as related to inpatient stays.

4. Inpatient rehabilitation services as related to approved PROVIDERS admissions.
5. Radiology and other ancillary services for outpatient County clients.
6. Skilled nursing services.

b) The PROVIDERS will work with COUNTY to enroll potential clients who appear eligible based on financial screening done at PROVIDERS sites.

c) The PARTIES agree to use INTERQUAL criteria in determining admission to PROVIDERS.

d) Provision of medical services shall be performed consistent with the standards provided for in the Pinellas County Health Program Providers Manual.

III. COMPENSATION

a) The total compensation provided for under this Agreement shall be in an amount not to exceed Three Million and No/00 Dollars (\$3,000,000.00) to be apportioned between Providers (Attachment 1) for services provided per Section II of this Agreement.

b) PROVIDERS shall be paid on a quarterly basis for services provided during the term of this Agreement. On quarterly basis, PROVIDERS shall submit documentation consistent with Section VII of this Agreement.

c) COUNTY shall reimburse PROVIDERS in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section VII. When the required monthly report(s) is/are incomplete or untimely, COUNTY may hold payment until such time as the COUNTY accepts the remedied documentation and/or report(s).

d) COUNTY shall remain a payer of last resort.

e) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.

f) In the event that funds available for services under this Agreement become fully encumbered, PROVIDERS shall continue to provide services to enrolled County clients, to the extent specified in this Agreement, through the remainder of term of this Agreement, at no additional expense to COUNTY. PROVIDERS shall charge no co-pays or balance bill any patient enrolled for services in the Pinellas County Health Program for services related to this Agreement.

IV. PERIOD OF AGREEMENT

This Agreement shall be in effect from October 01, 2013 and shall be in full force and effect between COUNTY and PROVIDERS up through and including September 30, 2014 and may be renewed as provided for under Section XI of this Agreement.

V. RECORDS

a) The PROVIDERS 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 COUNTY expense.

b) PROVIDERS shall make available to the COUNTY, for periodic audit, data prepared under their regular accounting procedures using their normal rate charges for all patients covered by this Agreement. Information shall contain the patient's name and detailed

information about the services rendered by PROVIDERS. Data regarding service provided in furtherance of this Agreement may be separately and directly provided.

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

VI. ELECTRONIC DATA EXCHANGE

a) The COUNTY has implemented a HIPPA and HITECH compliant system through the County-administered Community Help and Electronic Data Application System (CHEDAS).

b) PROVIDER agrees to work with the COUNTY to implement automated electronic data exchanges contributing in the following areas:

1. Definition of a reasonable schedule that meets the project constraints.
2. Definition of exchange format, focusing on standards for exchange protocols whenever possible.
3. Set up and maintain HIPAA-compliant, secure FTP site to exchange data.
4. Exchange test data files and verify file is compliant with agreed upon intervals that meet the County's business needs.

VII. REPORTS

a) PROVIDERS shall produce standardized quarterly reports utilizing the format established by the County in its Policies and Procedures including, but not limited to, the following information: client identifier, client street, city, and zip code address, start and end dates of service, place of service, service type, referral source, referring physician, ICD9 and CPT diagnostic codes, Medicaid reimbursement rate for services rendered, number of unique

clients served, average cost per client, frequency of diagnoses, average cost by diagnosis and average length of service. Quarterly reports are due on or before the fifteenth day of the last day of the prior month.

b) The County reserves the right to modify report formats with the aim to collect the most meaningful and significant data.

VIII. CANCELLATION OF AGREEMENT

a) Failure of the PROVIDERS to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the COUNTY.

b) Failure of the COUNTY to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the PROVIDERS.

IX. WAIVER OR MODIFICATION

There shall be no waiver or modification of this Agreement or of any covenant, condition or limitation herein contained unless mutually agreed upon by the COUNTY and the PROVIDERS and incorporated as written amendments to the Agreement.

X. RENEWAL OPTION.

This Agreement may be extended as agreed to in writing by the Parties and subject to written notice of agreement from the County and the Agency beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the Board of County Commissioners.

XI. INDEMNIFICATION

The PROVIDERS agree to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

XII. INDEPENDENCE OF PROVIDERS

It is understood and agreed that the PROVIDERS are not agents, employees or representatives of the COUNTY. The PROVIDERS are and shall remain an independent contractor with respect to all services performed under this Agreement. No partner relationship between the COUNTY and the PROVIDERS is created or intended by this Agreement. None of the directors, officers, principals or partners of the PROVIDERS shall be deemed to be employees of the COUNTY for any purpose whatsoever.

XIII. CONFORMITY TO THE LAW

a) PROVIDERS shall comply with all federal, state and local laws and ordinances, and any rules or regulations adopted thereunder.

b) PROVIDERS agree to maintain all appropriate State of Florida insurance certifications and shall maintain necessary licenses and certifications for the term of this Agreement. (Attachment 2)

XIV. NON-DISCRIMINATION

a) PROVIDERS 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 or against any client because of age, sex, race, color, religion, national origin or disability. PROVIDERS shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

b) At no time will patients served under this Agreement be segregated or separated in a manner that may distinguish them from other patients in the PROVIDERS.

XV. NON ASSIGNABILITY

No interest under this Agreement may be assigned, nor duties hereunder delegated, without prior written consent of the Board of County Commissioners. In case such consent is given, the PROVIDERS shall file with the Board of County Commissioners copies of all subcontracts. No subcontract or transfer of Agreement shall in any case release the PROVIDERS of any liability under the Agreement.

XVI. 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.

XVII. AGREEMENT COVERED BY FLORIDA LAW

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

XVIII. AGREEMENT MANAGEMENT

The Pinellas County Human Services Department designates the following person as the liaison between the COUNTY and the PROVIDERS:

Tim Burns
Pinellas County Department of Health and Community Services
2189 Cleveland Street
Clearwater, Florida 33765
(727) 464-8441

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

ATTEST:

Ken Burke
Clerk of Circuit Court

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

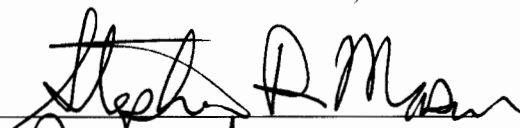
By: _____
Deputy Clerk

By: _____
Chairman


ATTEST:

By: _____

BAYCARE HEALTH SYSTEMS, INC.

By: 
Title: President and CEO
Date: 2/21/2014

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Attorney

Attachment 1

Pinellas County Program Provider Allocations

FY2013-2014

Hospital	Amount
Bayfront HMA Medical Center, LLC.	\$360,000.00
Baycare Health Systems, Inc.	\$2,610,000.00
Florida Hospital North Pinellas	\$30,000.00
TOTAL	\$3,000,000.00

ATTACHMENT 2 – 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

ATTACHMENT 2 – INSURANCE REQUIREMENTS
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contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

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

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

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

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

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No. 18
BCC 08-06-13
9:31 A.M. TODD/Smitke

- #18 Master Pinellas County Health Plan Provider Agreement between the Pinellas County Board of County Commissioners and local Pinellas County hospitals approved and execution of individual agreements authorized pursuant to matrix which has been filed and made a part of the record; total funding under the agreement not to exceed \$3,000,000.00 for the period October 1, 2013 through September 30, 2014.

Motion	-	Commissioner Latvala
Second	-	Commissioner Long
Vote	-	7-0



BOARD OF COUNTY COMMISSIONERS

DATE: August 6, 2013

AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Master Pinellas County Health Program Provider Agreement

Department:

Health and Community Services

Staff Member Responsible:

Gwendolyn Warren, Executive Director
Department of Health and Human Services

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE MASTER PINELLAS COUNTY HEALTH PROGRAM AGREEMENT AND FURTHER AUTHORIZE THE EXECUTION OF INDIVIDUAL AGREEMENTS PURSUANT TO THE ATTACHED MATRIX.

Summary Explanation/Background:

Under this agreement, the participating hospitals have agreed to provide the following services to Pinellas County residents enrolled in the Pinellas County Health Program as authorized by the County.

- Ambulatory Surgical Center procedures, including diagnostic imaging, pathology, anesthesiology, and all other ancillary services as related to outpatient procedures.
- Inpatient care services.
- Inpatient pharmacy, medical/surgical supplies, pathology, anesthesiology and all other services such as ancillary diagnostic imaging as related to inpatient stays.
- Inpatient rehabilitation services as related to approved providers admissions.
- Radiology and other ancillary services for outpatient PCHP clients.
- Skilled Nursing services.

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 Program 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 01, 2013 through September 30, 2014.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding participating providers will receive under this agreement is an amount not to exceed \$3,000,000.00 during the term of this agreement. Funding for this agreement will be provided for through a combination of funding streams consisting of the Pinellas County Health Program Trust Fund Accounts and the Department of Health and Human Services anticipated FY 2013-2014 appropriation.

Exhibits/Attachments Attached:



1. Contract Review Transmittal Slip
2. Master PCHP Provider Agreement
3. Attachment 1- Insurance Requirements
4. Funding Matrix
5. Resolution 10-209
6. Resolution 11-61

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Master Pinellas County Health Program Provider Agreement	
CONTRACT NO.: N/A	ESTIMATED EXPENDITURE / REVENUE: \$3,000,000.00 (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	6/6/13			
Risk Mgmt: Virginia Holscher CATS 6/11/13	6/11/13	VEH	Pls see insurance requirements in Attachment 2, add insurance section to contract	1/10 6/11/13
Finance:** Cassandra Williams	6/17/13	CGW		
OMB:** Eric Naughton-	N/A			
Legal: Carl Brody	6/17/13			
Executive Director: Gwendolyn Warren	6/6/13	M		

Please return to Katherine Baird Adams By: ASAP.

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

** See Contract Review Process

ICS#
180011

**MASTER PINELLAS COUNTY HEALTH PROGRAM PROVIDER
AGREEMENT**

THIS AGREEMENT made and entered into as of the ____ day of September, 2013, by and between the PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "PROVIDERS".

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 PROVIDERS; and

WHEREAS, the COUNTY provided the opportunity for hospitals in the community to participate in the Pinellas County Health Program through the County bid process; and

WHEREAS, the COUNTY did not receive bids for provision of the requested services; and

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

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

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

WHEREAS, COUNTY desires to increase access to health care for the indigent through Pinellas County Health Program medical homes for those receiving County assistance; and

WHEREAS, the COUNTY desires to divert the inappropriate use of emergency room facilities by citizens of Pinellas County; and

WHEREAS, the COUNTY is committed to assisting residents requiring medical care; and

WHEREAS, the PROVIDERS have staff and facilities available to provide medical care to eligible Pinellas County residents.

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

I. GRANT OFFER TO PROVIDERS

The COUNTY hereby makes a grant offer to the PROVIDERS under the terms and conditions of this Agreement and applicable rules and regulations of the Board of County Commissioners of Pinellas County

II. SCOPE OF MEDICAL SERVICES

a) The PROVIDERS 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 Community Services:

1. Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
2. Inpatient care services.
3. Inpatient pharmacy, medical/surgical supplies, pathology and anesthesiology and all other services such as ancillary diagnostic imaging as related to inpatient stays.

4. Inpatient rehabilitation services as related to approved PROVIDERS admissions.
5. Radiology and other ancillary services for outpatient County clients.
6. Skilled nursing services.

b) The PROVIDERS will work with COUNTY to enroll potential clients who appear eligible based on financial screening done at PROVIDERS sites.

c) The PARTIES agree to use INTERQUAL criteria in determining admission to PROVIDERS.

d) Provision of medical services shall be performed consistent with the standards provided for in the Pinellas County Health Program Providers Manual.

III. COMPENSATION

a) The total compensation provided for under this Agreement shall be in an amount not to exceed Three Million and No/00 Dollars (\$3,000,000.00) to be apportioned between Providers for services provided per Section II of this Agreement.

b) PROVIDERS shall be paid on a quarterly basis for services provided during the term of this Agreement. On quarterly basis, PROVIDERS shall submit documentation consistent with Section VII of this Agreement.

c) COUNTY shall reimburse PROVIDERS in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section VII. When the required monthly report(s) is/are incomplete or untimely, COUNTY may hold payment until such time as the COUNTY accepts the remedied documentation and/or report(s).

d) COUNTY shall remain a payer of last resort.

e) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.

f) In the event that funds available for services under this Agreement become fully encumbered, PROVIDERS shall continue to provide services to enrolled County clients, to the extent specified in this Agreement, through the remainder of term of this Agreement, at no additional expense to COUNTY. PROVIDERS shall charge no co-pays or balance bill any patient enrolled for services in the Pinellas County Health Program for services related to this Agreement.

IV. PERIOD OF AGREEMENT

This Agreement shall be in effect from October 01, 2013 and shall be in full force and effect between COUNTY and PROVIDERS up through and including September 30, 2014 and may be renewed as provided for under Section XI of this Agreement.

V. RECORDS

a) The PROVIDERS 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 COUNTY expense.

b) PROVIDERS shall make available to the COUNTY, for periodic audit, data prepared under their regular accounting procedures using their normal rate charges for all patients covered by this Agreement. Information shall contain the patient's name and detailed

information about the services rendered by PROVIDERS. Data regarding service provided in furtherance of this Agreement may be separately and directly provided.

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

VI. ELECTRONIC DATA EXCHANGE

a) The COUNTY has implemented a HIPPA and HITECH compliant system through the County-administered Community Help and Electronic Data Application System (CHEDAS).

b) PROVIDER agrees to work with the COUNTY to implement automated electronic data exchanges contributing in the following areas:

1. Definition of a reasonable schedule that meets the project constraints.
2. Definition of exchange format, focusing on standards for exchange protocols whenever possible.
3. Set up and maintain HIPAA-compliant, secure FTP site to exchange data.
4. Exchange test data files and verify file is compliant with agreed upon intervals that meet the County's business needs.

VII. REPORTS

a) PROVIDERS shall produce standardized quarterly reports utilizing the format established by the County in its Policies and Procedures including, but not limited to, the following information: client identifier, client street, city, and zip code address, start and end dates of service, place of service, service type, referral source, referring physician, ICD9 and CPT diagnostic codes, Medicaid reimbursement rate for services rendered, number of unique

clients served, average cost per client, frequency of diagnoses, average cost by diagnosis and average length of service. Quarterly reports are due on or before the fifteenth day of the last day of the prior month.

b) The County reserves the right to modify report formats with the aim to collect the most meaningful and significant data.

VIII. CANCELLATION OF AGREEMENT

a) Failure of the PROVIDERS to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the COUNTY.

b) Failure of the COUNTY to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the PROVIDERS.

IX. WAIVER OR MODIFICATION

There shall be no waiver or modification of this Agreement or of any covenant, condition or limitation herein contained unless mutually agreed upon by the COUNTY and the PROVIDERS and incorporated as written amendments to the Agreement.

X. RENEWAL OPTION.

This Agreement may be extended as agreed to in writing by the Parties and subject to written notice of agreement from the County and the Agency beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the Board of County Commissioners.

XI. INDEMNIFICATION

The PROVIDERS agree to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

XII. INDEPENDENCE OF PROVIDERS

It is understood and agreed that the PROVIDERS are not agents, employees or representatives of the COUNTY. The PROVIDERS are and shall remain an independent contractor with respect to all services performed under this Agreement. No partner relationship between the COUNTY and the PROVIDERS is created or intended by this Agreement. None of the directors, officers, principals or partners of the PROVIDERS shall be deemed to be employees of the COUNTY for any purpose whatsoever.

XIII. CONFORMITY TO THE LAW

a) PROVIDERS shall comply with all federal, state and local laws and ordinances, and any rules or regulations adopted thereunder.

b) PROVIDERS agree to maintain all appropriate State of Florida insurance certifications and shall maintain necessary licenses and certifications for the term of this Agreement. (Attachment 1)

XIV. NON-DISCRIMINATION

a) PROVIDERS 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 or against any client because of age, sex, race, color, religion, national origin or disability. PROVIDERS shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

b) At no time will patients served under this Agreement be segregated or separated in a manner that may distinguish them from other patients in the PROVIDERS.

XV. NON ASSIGNABILITY

No interest under this Agreement may be assigned, nor duties hereunder delegated, without prior written consent of the Board of County Commissioners. In case such consent is given, the PROVIDERS shall file with the Board of County Commissioners copies of all subcontracts. No subcontract or transfer of Agreement shall in any case release the PROVIDERS of any liability under the Agreement.

XVI. 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.

XVII. AGREEMENT COVERED BY FLORIDA LAW

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

XVIII. AGREEMENT MANAGEMENT

The Pinellas County Human Services Department designates the following person as the liaison between the COUNTY and the PROVIDERS:

Clark R. Scott
Pinellas County Department of Health and Community Services
2189 Cleveland Street
Clearwater, Florida 33765
(727) 464-8440

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

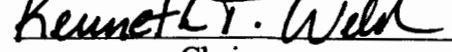
ATTEST:
Ken Burke
Clerk of Circuit Court

By: 
Deputy Clerk

ATTEST:

By: _____

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

By:  How
Chairman

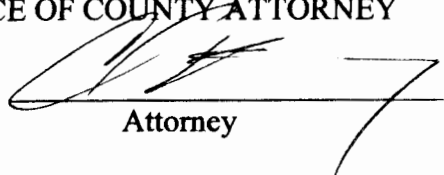
PROVIDER

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Attorney

ATTACHMENT 2 – 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

ATTACHMENT 2 – INSURANCE REQUIREMENTS
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contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

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

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

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

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

Pinellas County Health Program Provider Allocations

FY 2013-2014

Hospital	Amount
Bayfront HMA Medical Center, LLC	\$1,141,050.00
Baycare Health Systems, Inc.	\$1,731,450.00
Florida Hospital North Pinellas	\$127,500.00
TOTAL	\$3,000,000.00

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 Seal, 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