

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** August 19, 2014

**AGENDA ITEM NO.** *14a.*

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Approval of the Master Pinellas County Health Program Specialty Provider Agreement.

**Department:**

Health and Community Services

**Staff Member Responsible:**

Lynda M. Leedy, JD, Interim Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE MASTER PINELLAS COUNTY HEALTH PROGRAM SPECIALTY PROVIDER AGREEMENT AND THE COUNTY ADMINISTRATOR BE GRANTED AUTHORITY TO EXECUTE INDIVIDUAL AGREEMENTS PURSUANT TO THE LIST OF SPECIALTY CARE PROVIDERS ATTACHED AS EXHIBIT NUMBER 1.

**Summary Explanation/Background:**

The Department of Health and Community Services (HCS) has agreements established with Specialty Care Providers for the provision of specialty health care services to clients enrolled in the Pinellas County Health Program (PCHP). Under the current Master Agreement, which expires on September 30, 2014, participating providers agree to provide medical services that cannot be delivered in a primary care setting including allergy and immunology, audiology, cardiology, cardiovascular surgery, thoracic surgery, dermatology, endocrinology, colorectal surgery, gastroenterology, general surgery, gynecology, hematology, oncology, infectious disease, nephrology, neurology, neurosurgery, ophthalmology, orthopedics, physical medicine rehab, podiatry, pulmonology, radiation oncology, radiology diagnostic, rheumatology, and urology. Individual Specialty Care Agreements have been negotiated with medical specialty providers, and reviewed, approved and executed in accordance with County guidelines. (See Exhibit No. 1 for a current list of specialty care providers.)

A new Master Agreement is necessary to continue services through the current specialty care network and shall be in effect from October 1, 2014 through September 30, 2015. Approval of the Master Agreement will allow for required and pre-authorized services and will assure that eligible County participants continue to have access to specialty care. This also provides HCS the authority to negotiate specialty care agreements in FY2015 that are high quality, cost effective and fully integrated with the indigent health care system of services including medical homes and hospital care.

Staff is currently in negotiation with the Florida Department of Health in Pinellas County (DOH Pinellas) to ascertain their capacity to facilitate specialty and ancillary care services for HCS. To date, negotiations have been favorable; DOH Pinellas is drafting a plan for the development and implementation of a specialty and ancillary care network and evaluating the time frame required to build the network. If successful, staff at a future date, will request the Board authorize HCS to enter into an agreement with DOH Pinellas for the implementation and facilitation of specialty and ancillary care services.

If DOH Pinellas agrees to facilitate specialty and ancillary care services, Pinellas County agreements in force with specialty and ancillary care providers may either be assigned to DOH Pinellas or cancelled per the terms and conditions of the agreement.

Previous actions regarding this Master contract in reverse chronological order are:

- August 30, 2013, the County Administrator approved the second and final option of renewal for the period of October 1, 2013 through September 30, 2014.
- July 25, 2012, the County Administrator approved the first option of renewal and amendment No. 1 which was in effect from October 1, 2012 through September 30, 2013.
- July 26, 2011, the Board approved the adoption of Resolution 11-61, waiving the provisions of the Pinellas County Purchasing Ordinance to allow the Department to negotiate terms for contracts to build a specialty care network for provision of health care services.
- October 12, 2010, the Board approved the adoption of Resolution No. 10-209 waiving the requirements of the Pinellas County Purchasing Ordinance Sections 1-156 et seq., Pinellas County Code, to allow the Department authority to negotiate agreements for the provision of Specialty Health Care Services.
- January 6, 2009, the Board approved adoption of a Resolution No. 09-6 waiving the provision of the Pinellas County Purchasing Ordinance and authorized negotiations for miscellaneous medical services.

Certain other ancillary care medical specialists (i.e., hospitalist, anesthesiology, radiology treatment, pathology/laboratory) provide services when Pinellas County clients are hospitalized and are governed by a different Master agreement.

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

This Master Agreement governs Individual Specialty Care Agreements that are compensated based upon submitted and authorized claims at 85% of Medicare rates or lower, as negotiated with individual providers. Individual Specialty Care Agreements are paid from a pool of funds, not to exceed \$3,715,000.00 for all individual Specialty Care Agreements. No individual agreement shall be compensated in excess of \$250,000.00 per the County Administrator's delegated authority. Funding for these individual Specialty Care Agreements will be provided by a combination of funding streams including the Department of Health and Community Services anticipated fiscal year 2014-2015 appropriations.

**Exhibits/Attachments Attached:**

1. Contract Review Transmittal Slip
2. Resolution
3. Master Health Program Specialty Provider Agreement
4. Attachments to Agreement
5. Exhibit 1- List of Current Specialty Care Providers
6. Resolution No. 9-6
7. Resolution No. 10-209
8. Resolution No. 11-61

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: Master Pinellas County Health Program Specialty Provider Agreement</b>	
<b>CONTRACT NO.:</b> number	<b>ESTIMATED EXPENDITURE / REVENUE:</b> 3,715,000.00 (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:** Master Agreement is necessary to continue services through the existing specialty care network, and will allow for required and preapproved services to Pinellas County Health Program participants to be provided without interruption while a permanent ordinance change is pursued.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Tim Burns	6/3/14	TB		
<b>Risk Mgmt:</b> Virginia Holscher 6/6-5-14	6/6/14	GH	Pls see changes to agreement pgs 7-9; see insurance reqts in Attachment C.	
<b>Finance:**</b> Cassandra Williams	6/19/14	CBW		
<b>OMB:**</b> Bill Berger	6/27/14	E	Included in overall \$4.5M in FY15 budget for specialty care.	
<b>Legal:</b> Carl Brody	6/30/14	CB		
<b>Assistant County Administrator or Executive Director:</b> Lynda M. Leedy	4/30/14	TL		

Please return to Amy Pettila 4-8497. By Click here to enter text..

All inquiries should be made to Amy Pettila 4-8497. ext. Click here to enter text..

\*\* See Contract Review Process

**MASTER PINELLAS COUNTY HEALTH PROGRAM**  
**SPECIALTY PROVIDER AGREEMENT**

THIS AGREEMENT made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and \_\_\_\_\_ hereinafter referred to as the "PROVIDER", hereinafter jointly referred to as "PARTIES".

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 quality health care services provided by local specialty care PROVIDERS; and

WHEREAS, indigent Pinellas County residents may require specialty medical services; and

WHEREAS, the COUNTY desires to provide increased access to specialty health care consistent with Section II b) of this Agreement; and

WHEREAS, the COUNTY is committed to assisting residents who may require specialty medical care; and

WHEREAS, the PROVIDER has staff and, in certain instances, the facilities to provide specialty medical care to eligible Pinellas County residents.

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

I. TERMINOLOGY

a) The Current Procedural Terminology (CPT) coding system shall be used for the definition of services and procedures applying to this Agreement.

b) INTERQUAL is evidence based clinical decision support which provides the applicable standard for Utilization Management under this Agreement.

- c) FTP shall mean File Transfer Protocol.
- d) Pinellas County Health Program (PCHP) shall mean health care services offered to adult uninsured residents (aged 18-64) of Pinellas County living at or below 100% of the Federal Poverty Level.
- e) Mobile Medical Unit (MMU) shall mean health care services provided to homeless adult (18-64) uninsured residents of Pinellas County living at or below 200% of the Federal Poverty Level through a COUNTY medical van that travels to various geographic locations.
- f) Ancillary services shall mean specified medical services offered to clients of the PCHP or MMU while they are hospitalized in a participating hospital.

## II. SCOPE OF SPECIALTY SERVICES

- a) PROVIDER shall provide specialty medical care services to Pinellas County residents enrolled in the Pinellas County Health Program (PCHP) and/or the Mobile Medical Unit (MMU) as pre-authorized by COUNTY Utilization Management. Services that are not pre-authorized but are deemed necessary by the PROVIDER will be assessed by the COUNTY on a case by case basis.
- b) PROVIDER shall not exclude access to any Pinellas County resident enrolled in the PCHP/ MMU as authorized by the Pinellas County Department of Health & Community Services to any of its facilities, and, where required, will work within contracted hospitals, ambulatory surgical centers, imaging centers and other necessary parties as designated by the Pinellas County Department of Health & Community Services.
- c) PROVIDER shall confer with and maintain communication with the Medical Home provider of the Pinellas County residents enrolled in the PCHP/ MMU throughout the course of treatment.

d) PROVIDER shall notify the PCHP client's medical home within three (3) business days with the results of PROVIDER'S consultation, including but not limited to Impression/Diagnosis, Treatment Plan, Imaging and Procedures.

e) PARTIES agree to use INTERQUAL criteria in determining authorizations to PROVIDER and PROVIDER agrees to provide only those services authorized by COUNTY Utilization Management.

f) The provision of medical services shall be performed consistent with covered benefits as outlined in the PCHP Provider Handbook.

g) PROVIDER shall inform the COUNTY Utilization Management within three (3) business days of any PCHP/MMU clients who fail to comply with behavioral expectations as outlined in the Client Handbook or the Provider Handbook, including inappropriate "no shows" or those PCHP/MMU clients who are discharged from the PROVIDER'S practice.

h) Failure of PROVIDER to comply with the requirements of this Section shall be considered a material breach and shall be a cause for immediate cancellation (see Section IX) and a primary factor of consideration for future agreements for provision of medical services with the COUNTY.

i) PROVIDER shall adhere to the usage of additional contracted PCHP providers if necessary and justified (i.e. contracted pathologists for biopsy specimens). Should the PROVIDER fail to utilize contracted PCHP providers, the PROVIDER shall be held responsible for any costs incurred. Should the client receive a bill for payment, the PROVIDER agrees to make payment and not hold the client responsible. The COUNTY shall provide a list of current contracted providers to PROVIDER.

### III. COMPENSATION

a) Payments under this Agreement will be on a reimbursement basis for covered services and will be negotiated as follows:

- 85% of Medicare Rate for Specialty Provider professional services; **OR**
- 100% of Medicaid Rate for Ancillary, Imaging and J codes following Medicaid guidelines and limits; **OR**
- PARTIES may agree upon Bundled Rates when more cost effective.

b) Payments will be based on authorized claims received on a CMS 1500 claim form and may be adjusted as appropriate for the services rendered. Adjustments to claims may include, but are not limited to, the following: appropriate bundling or unbundling of codes; invalid codes; incidental services; site of service; global billing periods; second and subsequent procedures performed on the same patient on the same date of services; assistant to physician allowed/disallowed; professional/technical splits; duplicate procedures; quantity limitations, or other rules related to the payment of covered services. Claims shall be issued to:

Pinellas County Department of Health & Community Services  
Accounts Payable  
2189 Cleveland Street, Ste. 230  
Clearwater, Florida 33765  
(727) 464-8400

c) Claims more than one hundred twenty (120) days in arrears shall not be honored.

d) COUNTY shall reimburse PROVIDER in accordance with the Florida Prompt Payment Act upon receipt of required documentation.

e) COUNTY is considered a payer of last resort. PROVIDER shall seek payment through any available third party payer and reimburse the COUNTY in full. PROVIDER shall make reasonable efforts to ascertain if third party liability exists, including retroactive Medicaid. If

the COUNTY becomes aware of third party liability, including retroactive Medicaid eligibility, the COUNTY will advise the PROVIDER and the PROVIDER will then bill the third party and subsequently reimburse the COUNTY.

f) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds. In the event that the COUNTY at some point is unable to maintain funding for this Agreement, it will not be in breach of this Agreement; effectively though, the PARTIES to this Agreement will not be required to continue to comply with their responsibilities under this Agreement.

#### IV. PERFORMANCE MEASURES

a) PROVIDER shall comply with the appropriate current industry standards for treatment of all clients (NCQA, InterQual, AHRQ Guidelines etc).

b) PROVIDER shall participate in and facilitate quality improvement processes that involve clients under their care.

#### V. PERIOD OF AGREEMENT

This Agreement shall be in full force and effect between COUNTY and PROVIDER as of October 01, 2014, up through and including September 30, 2015. This Agreement may be renewed for two (2) additional twelve (12) month periods based on the expiration of the initial term by mutual agreement of the parties. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the Board of County Commissioners.

VI. RECORDS

a) PROVIDER shall keep adequate records and supporting documentation applicable to the delivery of specialty medical services under this Agreement according to the standards specified in the Pinellas County Provider Handbook. 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.

b) 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. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes.

VII. AUDIT

PROVIDER shall utilize reasonable financial procedures, including adequate supporting documents, to account for the use of money provided by the COUNTY. All PROVIDER records relating to this Agreement shall be subject to audit by the COUNTY, if so requested by the COUNTY. Data regarding services provided in furtherance of this Agreement may be separately and directly provided.

## VIII. ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC DATA FORMAT EXCHANGES

COUNTY has implemented a HIPAA/HITECH ACT compliant computer system. PROVIDER shall work with the COUNTY to implement the following electronic data requirements:

- (a) Provide personnel to work with the COUNTY to implement, set up, and test electronic exchanges during the time frames as specified by the County. The County shall communicate with the Provider as to dates, times, and locations.
- (b) Comply with the County's current Electronic Data Requirements and Electronic Exchange Formats as specified in Attachment A.
- (c) Sign a Business Associate Agreement (Attachment B) for all users requiring system access.

## IX. CANCELLATION OF AGREEMENT

- a) Failure of the PROVIDER 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 this 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, except as provided for in Section IV.g, and shall be cause for immediate termination of this Agreement at the discretion of the PROVIDER.
- c) The PROVIDER may cancel this Agreement upon written notice to the County which shall be issued at least sixty (60) days prior to its last day of service. There shall be no other option for cancellation of this Agreement.

d) The COUNTY may cancel this Agreement upon written notice to the PROVIDER which shall be issued at least thirty (30) days prior notice. There shall be no other option for cancellation of this Agreement.

X. AMENDMENT

In addition to applicable federal, state and local statutes and regulations, the Agreement expresses the entire understanding of the PARTIES concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the PARTIES, their officer, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the PARTIES.

XI. INDEMNIFICATION

The PROVIDER agrees 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. INSURANCE

The PROVIDER shall procure, pay for and maintain at least the minimum insurance coverages and limits provided in Attachment C. Said insurance shall be evidenced by delivery to the COUNTY of confirmation that coverage is in place in accordance with the terms of this

agreement which lists all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Agreement.

### XIII. INDEPENDENCE OF PROVIDER

It is expressly understood and agreed by the PARTIES that PROVIDER is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the COUNTY. No agent, employee, or servant of the PROVIDER shall be, or shall be deemed to be, the agent or servant of the COUNTY. None of the benefits provided by COUNTY to their employees, including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from COUNTY to the employees, agents, or servants of PROVIDER. PROVIDER shall be allowed to partake of the benefits of sovereign immunity by Section 768.28., Florida Statutes, as it may be amended from time to time..

### XIV. CONFORMITY TO THE LAW

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

b) PROVIDER agrees to maintain all appropriate State of Florida insurance certifications and shall maintain necessary licenses and certifications for the term of this Agreement.

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

XV. NON-DISCRIMINATION

a) PROVIDER 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, ethnicity, color, religion, national origin, disability or sexual orientation.

b) PROVIDER shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin disability or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) PROVIDER shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

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

XVI. NON ASSIGNABILITY

PROVIDER shall perform the services described herein. At no time shall an alternative provider perform the contracted services. PROVIDER shall not delegate or assign its rights or obligations hereunder, either in whole or in part, without the prior written consent of the COUNTY.

XVII. PRIOR AGREEMENT, WAIVER AND SEVERABILITY

This agreement supersedes any prior Agreements between the PARTIES and is the sole basis for agreement between the PARTIES. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any

subsequent violation of default hereof. 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.

XVIII. AGREEMENT COVERED BY FLORIDA LAW

The Laws of the State of Florida shall govern this Agreement.

XIX. NOTICE

Any notice required to be given under any provision of this Agreement shall be in writing and sent by certified mail with return receipt, or hand delivered to:

PROVIDER at the following address:

Or,

COUNTY at the following address:

c/o County Administrator

315 Court Street

Clearwater, FL 33756

XX: AGREEMENT MANAGEMENT

The Pinellas County Department of Health & Community Services designates the following person as the primary contract liaison between the COUNTY and the PROVIDER:

Contracts Manager  
Pinellas County Department of Health & Community Services  
2189 Cleveland St, Suite 266  
Clearwater FL 33765  
727-464-8400

(Signature page follows)

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

PINELLAS COUNTY, FLORIDA, Acting by  
and through its County Administrator

By: \_\_\_\_\_  
Mark S. Woodard  
County Administrator

PROVIDER

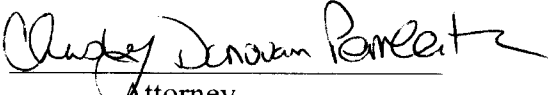
By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By:   
Attorney



ATTACHMENT A  
**ELECTRONIC REFERRALS, CLAIMS, AND REPORT SUBMISSION**

The Pinellas County Department of Health and Community Services (HCS) has implemented a HIPAA and HITECH-compliant information system called the Community Help and Electronic Data Application System (CHEDAS) for providers to submit referral requests for clients of the Pinellas County Health Program and/or Mobile Medical Unit. Requests should be submitted to HCS through the CHEDAS web portal, and approvals or denials for referred services will be transmitted through the same web interface. Claims for approved, covered services should be submitted according to the terms of the provider's contract. When fully implemented, providers will use the County-authorized Clearinghouse (Emdeon) to submit claims.

**1. Referrals and Authorizations**

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

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

**2. Claims**

Providers shall include the following information on all claims for HCS authorized services:

1. Authorization IDs for services provided;
2. Transactions for all approved services provided to eligible members;
3. Charges for services billed at the contracted rates;
4. Data elements that Pinellas County designates as necessary for adjudicating claims;
5. PROVIDER NPI numbers.

Providers shall submit claims in the following manner (select one):

<input type="checkbox"/> County-designated Clearinghouse (EMDEON) <b>OR</b>
<input type="checkbox"/> Direct connection to CHEDAS system (see ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC FORMAT EXCHANGES contract requirements) <b>OR</b>
<input type="checkbox"/> Manual (paper) invoices on CMS 1500 <b>OR</b>
<input type="checkbox"/> Other: _____.

**3. Reports**

Providers shall submit required reports through the CHEDAS Community Module or through another electronic format approved by the County such as Word or Excel.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**WHEREAS**, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

**WHEREAS**, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

**WHEREAS**, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

**WHEREAS**, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

### ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Health and Community Service.

1.3 “Disclose” and “Disclosure” shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE’s internal operations or to other than its employees.

1.4 “Health Information” shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5 “HIPAA Rules”. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 “Privacy Regulations” shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7 “Services” shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8 “Underlying Agreement” shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9 “Use” or “Uses” shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE’s internal operations.

1.10 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

## **ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2 Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

2.5 Compliance with Privacy Provisions. BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

2.6 Mitigation. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

2.7 Breach of Unsecured PHI. The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

- 1) Investigate such unauthorized acquisition, access, use or disclosure;
- 2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and
- 3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by

through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

2.8 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.9 Agreement to Restriction on Disclosure. If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

2.10 Accounting of Disclosures. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE

shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an

Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

**2.13 Limitations on Use of PHI for Marketing Purposes.**

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and

2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

**ARTICLE III  
TERM AND TERMINATION**

3.1 Term. Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

**3.2 Termination of AGREEMENT.**

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and

2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and

3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

#### **ARTICLE IV MISCELLANEOUS**

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including

reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

4.9 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

If to COVERED ENTITY:

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida.

4.11 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

**IN WITNESS WHEREOF**, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

**COVERED ENTITY:**

**Pinellas County Department of  
Health and Community Services**

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

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

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

**BUSINESS ASSOCIATE:**

(\_\_\_\_\_)

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

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

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

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

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

**ATTACHMENT C – INSURANCE REQUIREMENTS**

**Notice:** The Provider 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.

Provider 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 Provider's receipt of notice of award, the Provider shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com); be sure to include the organization's unique identifier, which will be provided upon notice of award. 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 four (4) 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 Provider 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 Provider to the County at least thirty (30) days prior to the expiration date.

Provider 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 Provider from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Provider of this requirement to provide notice.

Should the Provider, 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 Provider 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 solicitation 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 Provider.
- (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) The County reserves the right, but not the duty, to review and request a copy of the Provider's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- (7) 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 Provider is only using

**ATTACHMENT C – INSURANCE REQUIREMENTS**

employees named on such list to perform work for the County. Should employees not named be utilized by Provider, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Provider occurs, or alternatively find the Provider to be in default and take such other protective measures as necessary.

- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Provider 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 Operations and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits	
Combined Single Limit Per 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 (Medical Malpractice) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Provider 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. Minimum limits shall be the greater of the following:

Limits required for physicians and practices with hospital staff privileges; or

Limits per Physician

Each Occurrence or Claim	\$ 250,000
General Aggregate	\$ 750,000

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.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Provider and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Provider to the same extent Provider is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2)

**ATTACHMENT C – INSURANCE REQUIREMENTS**

provide for the assignment of the subcontracts from Provider to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Provider shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

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

Exhibit 1

Specialty Health Care Providers  
As of June 10, 2014

<b>Specialty Care</b>	<b>Provider Type</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
Allergy Asthma Assoc PA	Internal Medicine	10/1/2013	9/30/2014
American Lung & Sleep Disorder Consultants PA	Internal Medicine	10/1/2013	9/30/2014
Antony S Sankoorikal MD PA	Internal Medicine	10/1/2013	9/30/2014
Aurindom Narayan MD PA	Internal Medicine	10/1/2013	9/30/2014
Bay Area Heart Center PA	Internal Medicine	10/1/2013	9/30/2014
Bay Area Medical Center PA	Internal Medicine	10/1/2013	9/30/2014
Bayfront HMA Physician Management LLC (Cardiovascular)	Internal Medicine	10/1/2013	9/30/2014
Berc Sarafian MD	Internal Medicine	10/1/2013	9/30/2014
Coastal Pulmonary & Critical Care PLC	Internal Medicine	10/1/2013	9/30/2014
Dharamraj Inc	Internal Medicine	10/1/2013	9/30/2014
Gulf Coast Primary Care PLC	Internal Medicine	10/1/2013	9/30/2014
Diabetes Care Center, Inc	Internal Medicine	10/1/2013	9/30/2014
Digestive Disease & Cancer Institute PA	Internal Medicine	10/1/2013	9/30/2014
Equbal Kalani MD PA	Internal Medicine	10/1/2013	9/30/2014
Gastroenterology & Oncology Associates PA	Internal Medicine	10/1/2013	9/30/2014
Consultants in Infectious Diseases LLC	Internal Medicine	10/1/2013	9/30/2014
Infectious Disaes Consultants of St Pete PA	Internal Medicine	10/1/2013	9/30/2014
Infectious Disease Physicians of FL West Coast P L	Internal Medicine	10/1/2013	9/30/2014
Interventional Cardiac Consultants PLC	Internal Medicine	10/1/2013	9/30/2014
Mark L Ritch Do	Internal Medicine	10/1/2013	9/30/2014
MPM Cardiology Services LLC	Internal Medicine	10/1/2013	9/30/2014
Neurointerventional Assoc. PA	Internal Medicine	10/1/2013	9/30/2014
Neurologic Care Center PA	Internal Medicine	10/1/2013	9/30/2014
Pinellas Medical Assoc	Internal Medicine	10/1/2013	9/30/2014
Suksanong & Suksanong MD PA	Internal Medicine	10/1/2013	9/30/2014
Florida Endocrinology & Diabetes Ctr LLC (formerly St Pete Endocrinology Associates)	Internal Medicine	10/1/2013	9/30/2014
Suncoast Internal Medicine Consultants (Maxfield) PA	Internal Medicine	10/1/2013	9/30/2014
West Coast Neurology PA	Internal Medicine	10/1/2013	9/30/2014
West FI Cardiovascular Center, Inc.	Internal Medicine	10/1/2013	9/30/2014
William Handeman dba Bay Area Medical	Internal Medicine	10/1/2013	9/30/2014
William Hulley DO PA	Internal Medicine	10/1/2013	9/30/2014
American Institute of Balance, Inc.	Surgery	10/1/2013	9/30/2014
Bay Surgical Specialists PA	Surgery	10/1/2013	9/30/2014
BMC Inc. dba Bayfront FamilyHealth Center OB/GYN	Surgery	10/1/2013	9/30/2014

Specialty Health Care Providers  
As of June 10, 2014

Body Contouring Inc (Dr. Luis Aponte)	Surgery	10/1/2013	9/30/2014
Cardiac Surgical Associates LLP	Surgery	10/1/2013	9/30/2014
David W Malka MD PA	Surgery	10/1/2013	9/30/2014
Don B Knapp II MD	Surgery	10/1/2013	9/30/2014
E George Rosanelli J.r MD PA	Surgery	10/1/2013	9/30/2014
James Powers DO PA dba Healthy Vision Institute	Surgery	10/1/2013	9/30/2014
Lazenby& Heath MD PA	Surgery	10/1/2013	9/30/2014
Lee Shettle DO PA	Surgery	10/1/2013	9/30/2014
Levitt Medical Associate DBA Advanced Dermatology Cosmetic Surgery	Surgery	10/1/2013	9/30/2014
Orlick, Berger & Kasper MD PA	Surgery	10/1/2013	9/30/2014
Pinellas Surgical Associates Inc.	Surgery	10/1/2013	9/30/2014
Ralp A Dematteis MD PA	Surgery	10/1/2013	9/30/2014
United Surgical Assistants Inc	Surgery	10/1/2013	9/30/2014
Virginia A Schekorra dba The Dermatology Center	Surgery	10/1/2013	9/30/2014
Anil N Raiker MD PLC dba Pinellas Cancer Center	Oncology	10/1/2013	9/30/2014
Bardmoor Cancer Center LTD	Oncology	10/1/2013	9/30/2014
Florida Cancer Specialists Pl	Oncology	10/1/2013	9/30/2014
Henry Earl Cotman MD PA (formerly St Pete Cancer Treatment Center)	Oncology	10/1/2013	9/30/2014
Pinellas Hematology & Oncology PA	Oncology	10/1/2013	9/30/2014
Pinellas Radiation Oncology Associates	Oncology	10/1/2013	9/30/2014
Wellspring Cancer Center PLc	Oncology	10/1/2013	9/30/2014
Central Imaging Open MRI, Inc	Radiology/Diagnostic	10/1/2013	9/30/2014
Gateway Radiology Consultants, P.A.	Radiology/Diagnostic	10/1/2013	9/30/2014
MRI Associates of St. Pete, Inc.	Radiology/Diagnostic	10/1/2013	9/30/2014
Open MRI of Pinellas Inc. dba Advanced Medical Imaging of Pinellas	Radiology/Diagnostic	10/1/2013	9/30/2014
Palm Habor MRI	Radiology/Diagnostic	10/1/2013	9/30/2014
Rose Radiology Centers, Inc.	Radiology/Diagnostic	10/1/2013	9/30/2014
SRA Ventures Inc. dba Westcaost Radiology	Radiology/Diagnostic	10/1/2013	9/30/2014
Tampa Bay Imaging	Radiology/Diagnostic	10/1/2013	9/30/2014

Specialty Health Care Providers  
As of June 10, 2014

Vy Med Diagnostic Imaging Tampa LLC dba National Imaging Specialists	Radiology/Diagnostic	10/1/2013	9/30/2014
Alexander Medical Group PLLC D/B/A Alexander Orthopaedic Assoc.	Orthopaedics	10/1/2013	9/30/2014
Amitabh Gupta MD PA dba Coastal Orthopaedic & Sports Medicine	Orthopaedics	10/1/2013	9/30/2014
Farese Physical Therapy Center, Inc	Orthopaedics	10/1/2013	9/30/2014
Tarpon Springs Hospital Foundation Inc. dba Helen Ellis Phys, Group ( <i>prev. Dr. David Fine</i> )	Orthopaedics	10/1/2013	9/30/2014
Total Foot Care PA	Orthopaedics	10/1/2013	9/30/2014
Alan R Lustig MD PA	Urology/Nephrology	10/1/2013	9/30/2014
Bayside Urology PA	Urology/Nephrology	10/1/2013	9/30/2014
Christos Poltis MD PA d/b/a St Pete Urology - Reinstated	Urology/Nephrology	10/1/2013	9/30/2014
GeraldJ. Rizzo MD PA	Urology/Nephrology	10/1/2013	9/30/2014
Main St Medical PA	Urology/Nephrology	10/1/2013	9/30/2014
Michael Siedlecki	Urology/Nephrology	10/1/2013	9/30/2014
Nephrology Consultants of Pinellas LLC	Urology/Nephrology	10/1/2013	9/30/2014
Nibila Niaz MD	Urology/Nephrology	10/1/2013	9/30/2014
Renal Hypertension Center	Urology/Nephrology	10/1/2013	9/30/2014

**RESOLUTION 09- 6**

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 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 quality 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 believes that it will be able to 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 6<sup>TH</sup> DAY OF JANUARY 2009, 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 Harris, Seel, Latvala, Morroni, Welch, Bostock, and Brickfield.

Nayes None.

Absent not voting None.

## 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 12<sup>TH</sup> DAY OF OCTOBER 2010, AS FOLLOWS:

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

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

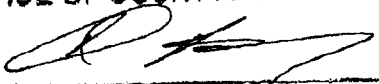
Commissioner Latvala offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Bostock, and upon roll call the vote was:

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

Nayes **None.**

Absent not voting **Welch.**

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By   
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