



BOARD OF COUNTY COMMISSIONERS

DATE: September 23, 2014

AGENDA ITEM NO. 17

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

Cathy
County Administrator's Signature:

Subject:

Approval of Pinellas County Health Program Hospital Provider Agreements between Pinellas County and three providers: Baycare Health Systems, Inc., Bayfront HMA Medical Center, LLC., and Tarpon Springs Hospital Foundation, Inc. d/b/a Florida Hospital North Pinellas.

Department:

Health and Community Services

Staff Member Responsible:

Lynda Leedy, J.D. , Interim Executive Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE INDIVIDUAL HOSPITAL PROVIDER AGREEMENTS WITH BAYCARE HEALTH SYSTEMS, INC., BAYFRONT HMA MEDICAL CENTER, LLC. AND TARPON SPRINGS HOSPITAL FOUNDATION, INC. D/B/A FLORIDA HOSPITAL NORTH PINELLAS, RESPECTIVELY.

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

Summary Explanation/Background:

Per the conditions of the agreements, participating hospitals agree to the provision of ambulatory and inpatient hospital care and related services as outlined for authorized clients who are actively enrolled in the Pinellas County Health Program (PCHP). The PCHP provides primary care, behavioral health and specialty care services, including hospital procedures, for uninsured adults ages 18-64 who are in need of healthcare, but meet certain income level criteria and cannot afford care on their own. This program and these contracts do not cover Emergency Room visits. However, one goal of the program is to prevent, diagnose, and/or treat medical and behavioral health concerns before they become an urgent matter, so as to divert clients from costly Emergency Room visits. Health and Community Services (HCS) will coordinate with all hospital providers on maintenance and updates to the PCHP Provider Handbook.

HCS has continued to coordinate with participating hospitals to refine funding methodology. HCS has met with each of the participating hospitals, discussed information, and provided utilization results. Based upon these discussions, and the most recent utilization information analyzed and shared, the proposed funding allocations are: Baycare at 80%, Bayfront at 19%, and Florida Hospital North at 1%. This results in a funding break down of the \$3,000,000 as follows:

Baycare Health Systems: \$2,400,000.00
Bayfront HMA Medical Center: \$570,000.00
Florida Hospital North Pinellas: \$30,000.00

These agreements will be effective October 1, 2014 through September 30, 2015.

[Signature]

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding that participating providers will receive in aggregate is an amount not to exceed \$3,000,000.00 during the term of this agreement. Funding will be provided 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 2014-2015 appropriation.

Exhibits/Attachments Attached:

1. Contract Review Transmittal Slip
2. PCHP Hospital Provider Agreement with Baycare Health Systems, Inc.
3. Attachment 1: Electronic Referrals, Claims and Report Submission
4. Attachment 2: HIPAA Business Associate Agreement
5. Attachment 3: Insurance Requirements
6. PCHP Hospital Provider Agreement with Bayfront HMA Medical Center, LLC.
7. PCHP Hospital Provider Agreement with Tarpon Springs Hospital Foundation, Inc. d/b/a Florida Hospital North Pinellas

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Pinellas County Health Plan Hospital Provider Agreement	
CONTRACT NO.: number	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:
3 contracts - 3 separate providers - 1 memo

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Lynda Leedy	9/2/14 8/26/14	LB		
Risk Mgmt: Virginia Holscher 9/3-14	9/4/14	GW	Insurance requirements for the 3 separate providers are in Attachment 3.	
Finance:** Cassandra Williams	9/4/15	CBW		
OMB:** Bill Berger	9/8/15	Z	See attached # 1 st sentence of fiscal impact on agenda memo is confusing (w/o approval of BCC?)	revision made - af
Legal: Carl Brody	9/8/14	CB		
Assistant County Administrator or Executive Director: Bruce Moeller	9/9/14	BR		revision made to memo af and to contracts

Please return to Abigail Stanton by: ASAP.

All inquiries should be made to Abigail Stanton ext.4-8437.

** See Contract Review Process

OMB Contract Review

Contract Name	County Health Program Hospital Provider Agreements with – Baycare Health Systems, Bayfront HMA Medical Center & Florida Hospital North Pinellas		
CATS#	45510	Contract #	N/A

Mark all Applicable Boxes:

Type of Contract							
CIP		Grant		Other	X	Revenue	
						Project	

Contract information:

New Contract (Y/N)	Y	Original Contract Amount	
Fund(s)	0001	Amount of Change	
Cost Center(s)	301215	Contract Amount	\$3,000,000
Program(s)	1569	Amount Available	Total: \$3,000,000
Account(s)	5310017	Included in Applicable Budget? (Y/N)	Y
Fiscal Year(s)	FY15		

Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

These three contracts allow Baycare, Bayfront and Florida Hospital North Pinellas to provide ambulatory and inpatient hospital care for clients enrolled in Pinellas County Health Program. The total funding for all three providers is \$3,000,000. This agreement is consistent with prior agreements and has the option of two 1-year renewals and is included in the FY15 budget.

Analyst: Paul Dean

Ok to Sign: ☒

Instructions/Checklist

1. Upon receipt of a contract and notification in County Admin Tracking System (CATS) review the Agenda and Contract for language and accuracy. Make sure there are available funds, the dept is not overextending itself, was it planned, etc.
2. Complete the form above using the contract document and the County accounting & budgeting systems.
3. Use the "Description & Comments" section to give a brief summary of the contract and include your thoughts and pertinent information.
4. Print the form, initial, and leave folder on the Director's desk.
5. Login to CATS and click in the cell next to your name. A date will appear and click on the date you completed your review. Choose save and close the CATS system.

PINELLAS COUNTY HEALTH PROGRAM
HOSPITAL PROVIDER AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of _____, 2014, by and between the PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and BAYFRONT HMA MEDICAL CENTER, LLC., a Florida Corporation, D.B.A. BAYFRONT MEDICAL CENTER, whose address is 701 6th Street, St. Petersburg, FL 33701, hereinafter referred to as the "**PROVIDER**".

W I T N E S S E T H:

WHEREAS, the **COUNTY** is committed to assisting residents in need of medical care; and,

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

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

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

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

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

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

1. Scope of Services

a) The **PROVIDER** shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Program (PCHP) as authorized by the Pinellas County Department of Health and Community Services:

1. Coordinate Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
2. Provide and/or coordinate procedures, including pharmacy, medical/surgical supplies, pathology, anesthesiology, diagnostic imaging and all other ancillary services as related to inpatient procedures.
3. Provide care services for inpatient and outpatient clients.
4. Provide patient rehabilitation services as related to approved PROVIDER admissions.
5. Provide skilled nursing services.

b) The **PROVIDER** will work with the **COUNTY** to enroll potential clients who appear eligible based on financial screening performed at **PROVIDER** sites.

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

d) Provision of medical services shall be performed consistent with acceptable industry standards.

2. Term of Agreement

The services of the **PROVIDER** shall commence on October 1, 2014 and the agreement shall expire on September 30, 2015. This Agreement may be renewed for up to two additional 12-month periods by mutual agreement of the Parties in writing.

3. Compensation

- a) The total annual compensation provided for under this Agreement shall be in an amount not to exceed Five Hundred Seventy Thousand and No/100 (\$570,000) dollars for services provided per Section 1 of this Agreement.
- b) **PROVIDER** may be paid the annual compensation in four equal installments for services rendered during the term of this Agreement. On a quarterly basis, **PROVIDER** shall submit to the **COUNTY** an invoice with the amount requested, accompanied by documentation consistent with Section 4 of this Agreement.
- c) **COUNTY** shall reimburse **PROVIDER** in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section 4. When the required monthly report(s) is/are incomplete or untimely, **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or report(s).

- d) Alternatively, payments to **PROVIDER** may be made pursuant to the LIP 6 Letter of Agreement and/or made pursuant to a Hospital LIP/DSH/SWI Letter of Agreement. If such payments are provided to AHCA pursuant to the LIP 6 Letter of Agreement or Hospital LIP/DSH/SWI Letter of Agreement, funding provided under the LIP 6 Letter of Agreement and/or Hospital LIP/DSH/SWI Letter of Agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid services as provided for in Section 1 of this Agreement (including LIP) and used secondarily for other purposes.
- e) Participation in the LIP 6 and/or LIP/DSH/SWI by the COUNTY shall satisfy its responsibility under this section of this Agreement. However, in the event that it is determined by the Department of Health & Human Services, Center for Medicare & Medicaid Services that terms and conditions set forth in this Agreement result in payments or other funds received by PROVIDER that are in violation of 42 CFR sec. 433.316, the PROVIDER shall be responsible for the overpayment. COUNTY will pay PROVIDER directly if intergovernmental transfers are returned to the COUNTY by the Agency for Health Care Administration.
- f) **COUNTY** shall remain a payer of last resort.
- g) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.

- h) In the event that funds available for services under this Agreement become fully encumbered, **PROVIDER** shall continue to provide services to enrolled clients, to the extent specified in this Agreement, through the remainder of term of this Agreement, at no additional expense to **COUNTY**. **PROVIDER** 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.

4. Records

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

5. Electronic Data Requirements and Electronic Format Exchanges

PROVIDER agrees to work with the **COUNTY's** Electronic Data Requirements and Electronic Exchange Formats as specified in Attachment 1.

6. Reports

PROVIDER shall submit standardized quarterly reports utilizing a mutually agreeable format established by the **COUNTY** including, but not limited to, client-specific data elements delivered in the Agency for Healthcare Administration (AHCA) standard format. Quarterly reports are due within 45 days following the end of a quarter and shall accompany the invoice or request for reimbursement. If any mistake or omission is discovered in the report, an accurate and complete updated report shall be sent within 15 days of notification of the error. The **COUNTY** reserves the right to modify report formats with the aim to collect the most meaningful and significant data.

7. HIPAA

PROVIDER is a covered entity and agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request. In addition, **PROVIDER** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement

(Attachment 2).

8. Cancellation

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 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 **PROVIDER**.

9. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this 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 officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties.

10. Insurance

The **PROVIDER** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

11. Indemnification

The **PROVIDER** shall indemnify, pay the cost of defense and hold harmless the **COUNTY** for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency under this Agreement, and agrees to be liable for any neglect to safeguard work or for any misconduct resulting in injury or damages under this Agreement. 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.

12. Independent Contractor

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** 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.

13. Nondiscrimination

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.

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.

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.

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

14. 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 or 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.

15. Governing Law

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

16. Conformity to the Law

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

17. Agreement Management

The Pinellas County Department of Health and Community Services designates the following persons as the liaisons for the **COUNTY**:

Amy Petrila, Contracts Section Chief
Pinellas County Department of Health and Community Services
2189 Cleveland Street, Suite 266
Clearwater, Florida 33765

The **PROVIDER** designates the following person as the liaison for the **PROVIDER**:

Wayne Patrick, Chief Operating Officer
Florida –Revenue Cycle Service Center
Bayfront HMA Medical Center, LLC.
101 Paramount Drive - Suite 320
Sarasota, FL 34232
941-444-8102
Wayne.Patrick@hma.com

18. Notices

All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to **PROVIDER**: as indicated in paragraph Number 17, above

With copy to: Legal Department
4000 Meridian Blvd.
Franklin, TN 37067
Attn: General Counsel

If to **COUNTY**: as indicated in paragraph Number 17, above

[SIGNATURE PAGE FOLLOWS]

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: Sham E. Lodge

BAYFRONT HMA MEDICAL CENTER, LLC.

By: Kathryn J. Gillette
Title: Chief Executive Officer
Bayfront HMA, LLC

Date: 9/11/14

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney



ATTACHMENT 1

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) OR
<input type="checkbox"/> Direct connection to CHEDAS system (see ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC FORMAT EXCHANGES contract requirements) OR
<input type="checkbox"/> Manual (paper) invoices on CMS 1500 OR
<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.

ATTACHMENT 2
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:

Pinellas County Health and Community Services
2189 Cleveland Street, Suite 266
Clearwater, FL 33765

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:

BUSINESS ASSOCIATE:

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

(_____)

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

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

By: _____
Senior Assistant County Attorney

ATTACHMENT 3 – INSURANCE REQUIREMENTS

Notice: The Contractor 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 Contractor shall obtain and maintain, and require any subcontractors 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 e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to 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 Contractor and any subcontractors 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.

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

ATTACHMENT 3 – INSURANCE REQUIREMENTS

- (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 Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(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.

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 (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.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor 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 Contractor to the same extent Contractor 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) provide for the assignment of the subcontracts from Contractor 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

ATTACHMENT 3 – INSURANCE REQUIREMENTS

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. Contractor 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 Contractor will be responsible for all damage to its own property, equipment and/or materials.

PINELLAS COUNTY HEALTH PROGRAM
HOSPITAL PROVIDER AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of _____, 2014, by and between the PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and TARPON SPRINGS HOSPITAL FOUNDATION, INC., a Florida Corporation, D.B.A. FLORIDA HOSPITAL NORTH PINELLAS, whose address is 1395 South Pinellas Ave., Tarpon Springs, FL 34689, hereinafter referred to as the "**PROVIDER**".

W I T N E S S E T H:

WHEREAS, the **COUNTY** is committed to assisting residents in need of medical care; and,

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

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

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

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

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

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

1. Scope of Services

a) The **PROVIDER** shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Program (PCHP) as authorized by the Pinellas County Department of Health and Community Services:

1. Coordinate Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
2. Provide and/or coordinate procedures, including pharmacy, medical/surgical supplies, pathology, anesthesiology, diagnostic imaging and all other ancillary services as related to inpatient procedures.
3. Provide care services for inpatient and outpatient clients.
4. Provide patient rehabilitation services as related to approved PROVIDER admissions.
5. Provide skilled nursing services.

b) The **PROVIDER** will work with the **COUNTY** to enroll potential clients who appear eligible based on financial screening performed at **PROVIDER** sites.

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

d) Provision of medical services shall be performed consistent with the standards provided for in the PCHP Provider Handbook.

2. Term of Agreement

The services of the **PROVIDER** shall commence on October 1, 2014 and the agreement shall expire on September 30, 2015. This Agreement may be renewed for up to two additional 12-month periods by mutual agreement of the Parties in writing.

3. Compensation

- a) The total annual compensation provided for under this Agreement shall be in an amount not to exceed Thirty Thousand and No/100 (\$30,000) dollars for services provided per Section 1 of this Agreement.
- b) **PROVIDER** shall be paid the annual compensation in four equal installments for services rendered during the term of this Agreement. On a quarterly basis, **PROVIDER** shall submit to the **COUNTY** an invoice with the amount requested, accompanied by documentation consistent with Section 4 of this Agreement.
- c) **COUNTY** shall reimburse **PROVIDER** in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section 4. When the required monthly report(s) is/are incomplete or untimely, **COUNTY** may withhold 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, **PROVIDER** shall continue to provide services to enrolled clients, to the

extent specified in this Agreement, through the remainder of term of this Agreement, at no additional expense to **COUNTY**. **PROVIDER** 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.

4. Records

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

b) **PROVIDER** 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 **PROVIDER**. 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.

5. Electronic Data Requirements and Electronic Format Exchanges

PROVIDER agrees to work with the **COUNTY**'s Electronic Data Requirements and Electronic Exchange Formats as specified in Attachment 1.

6. Reports

PROVIDER shall submit standardized quarterly reports utilizing the format established by the **COUNTY** in its Provider Handbook including, but not limited to, client-specific data elements delivered in the Agency for Healthcare Administration (AHCA) standard format. Quarterly reports are due within 45 days following the end of a quarter and shall accompany the invoice or request for reimbursement. If any mistake or omission is discovered in the report, an accurate and complete updated report shall be sent within 15 days of notification of the error. The **COUNTY** reserves the right to modify report formats with the aim to collect the most meaningful and significant data.

7. HIPAA

PROVIDER is a covered entity and agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request. In addition, **PROVIDER** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement (Attachment 2).

8. Cancellation

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 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 **PROVIDER**.

9. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this 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 officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties.

10. Insurance

The **PROVIDER** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

11. Indemnification

The **PROVIDER** shall indemnify, pay the cost of defense and hold harmless the **COUNTY**

for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency under this Agreement, and agrees to be liable for any neglect to safeguard work or for any misconduct resulting in injury or damages under this Agreement. 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.

12. Independent Contractor

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** 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.

13. Nondiscrimination

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.

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.

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.

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

14. 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 or 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.

15. Governing Law

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

16. Conformity to the Law

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

17. Agreement Management

The Pinellas County Department of Health and Community Services designates the following persons as the liaisons for the **COUNTY**:

Amy Petrila, Contracts Section Chief
Pinellas County Department of Health and Community Services
2189 Cleveland Street, Suite 266
Clearwater, Florida 33765

The **PROVIDER** designates the following person as the liaison for **PROVIDER**:

Angie Walsh, Medicaid/Govt Program Supervisor
Florida Hospital North Pinellas
1395 South Pinellas Avenue
Tarpon Springs, FL 34689
(813) 615-7033
angie.walsh@ahss.org

[SIGNATURE PAGE FOLLOWS]

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:

TARPON SPRINGS HOSPITAL FOUNDATION, INC.

By: Christine Sen

By: [Signature]

Title: President/CEO

Date: 9-3-2014

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney



ATTACHMENT 1

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) OR
<input type="checkbox"/> Direct connection to CHEDAS system (see ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC FORMAT EXCHANGES contract requirements) OR
<input type="checkbox"/> Manual (paper) invoices on CMS 1500 OR
<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.

ATTACHMENT 2
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:

Pinellas County Health and Community Services
2189 Cleveland Street, Suite 266
Clearwater, FL 33765

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:

BUSINESS ASSOCIATE:

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

(_____)

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

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

By: _____
Senior Assistant County Attorney

ATTACHMENT 3 – INSURANCE REQUIREMENTS

Notice: The Contractor 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 Contractor shall obtain and maintain, and require any subcontractors 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 e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to 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 Contractor and any subcontractors 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.

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

ATTACHMENT 3 – INSURANCE REQUIREMENTS

- (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 Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(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.

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 (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.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor 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 Contractor to the same extent Contractor 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) provide for the assignment of the subcontracts from Contractor 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

ATTACHMENT 3 – INSURANCE REQUIREMENTS

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. Contractor 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 Contractor will be responsible for all damage to its own property, equipment and/or materials.

PINELLAS COUNTY HEALTH PROGRAM
HOSPITAL 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 BAYCARE HEALTH SYSTEM, INC., a Florida Not-For-Profit Corporation, whose address is 2985 Drew Street, Clearwater, FL 33759, hereinafter referred to as the "**PROVIDER**".

W I T N E S S E T H:

WHEREAS, the **COUNTY** is committed to assisting residents in need of medical care; and,

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

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

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

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

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

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

1. Scope of Services

a) The **PROVIDER** shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Program (PCHP) as authorized by the Pinellas County Department of Health and Community Services:

1. Coordinate Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
2. Provide and/or coordinate procedures, including pharmacy, medical/surgical supplies, pathology, anesthesiology, diagnostic imaging and all other ancillary services as related to inpatient procedures.
3. Provide care services for inpatient and outpatient clients.
4. Provide patient rehabilitation services as related to approved **PROVIDER** admissions.

b) The **PROVIDER** will work with the **COUNTY** to enroll potential clients who appear eligible based on financial screening performed at **PROVIDER** sites.

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

d) Provision of medical services shall be performed consistent with acceptable industry standards.

2. Term of Agreement

The services of the **PROVIDER** shall commence on October 1, 2014 and the agreement shall expire on September 30, 2015.

3. Compensation

- a) The total annual compensation provided for under this Agreement shall be in an amount not to exceed Two-million, Four-hundred Thousand and No/100 (\$2,400,000) dollars for services provided per Section 1 of this Agreement.
- b) **PROVIDER** shall be paid the annual compensation in four equal installments for services rendered during the term of this Agreement.
- c) **COUNTY** shall reimburse **PROVIDER** in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section 4. When the required monthly report(s) is/are incomplete or untimely, **COUNTY** may withhold 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, **PROVIDER** shall not be required to continue to provide any services to enrolled clients until such time as **COUNTY** has funds available for the services. **PROVIDER** 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.

4. Records

- a) The **PROVIDER** shall keep adequate records and supporting documentation

applicable to the delivery of medical services under this Agreement in accordance with **PROVIDER**'s standard policies and procedures. Said records and documentation shall be retained for a minimum of three (3) 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. To the extent **PROVIDER** uses a third party to provide copies of records and documentation, pursuant to this section, **COUNTY** shall pay the full cost of such third party expenses.

b) 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.

5. Electronic Data Requirements and Electronic Format Exchanges

PROVIDER agrees to evaluate its ability to use the **COUNTY**'s Electronic Data Requirements and Electronic Exchange Formats as specified in Attachment 1.

6. Reports

PROVIDER shall submit standardized quarterly reports utilizing a mutually agreeable format established by the **COUNTY** including, but not limited to, client-specific data elements delivered in the Agency for Healthcare Administration (AHCA) standard format. Quarterly reports are due within 45 days following the end of a quarter and shall accompany the invoice or request for reimbursement. If any mistake or omission is discovered in the report, an accurate

and complete updated report shall be sent within 15 days of notification of the error. The **COUNTY** and **PROVIDER** may mutually agree in writing to modify report formats with the aim to collect the most meaningful and significant data.

7. HIPAA

PROVIDER is a covered entity and agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request. In addition, to the extent necessary, **PROVIDER** agrees to execute a mutually agreeable HIPAA Business Associate Agreement upon execution of this Agreement.

8. Cancellation

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 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 **PROVIDER**.

9. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this 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 officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties.

10. Insurance

The **PROVIDER** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

11. Indemnification

The **PROVIDER** shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY** from all suits, actions, and claims of character brought on account of **PROVIDER's** negligence, excluding only such injury or damage as shall have been occasioned by the negligence of the **COUNTY**.

12. Independent Contractor

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** 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.

13. Nondiscrimination

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.

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.

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.

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

14. 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 or 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. This Agreement may be executed in one or more counterparts, each of which when

so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

15. Governing Law

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

16. Conformity to the Law

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

17. Agreement Management

The Pinellas County Department of Health and Community Services designates the following persons as the liaisons for the **COUNTY**:

Amy Pettila, Contracts Section Chief
Pinellas County Department of Health and Community Services
2189 Cleveland Street, Suite 266
Clearwater, Florida 33765

The **PROVIDER** designates the following person as the liaison for **PROVIDER**:

Dianne Geiger
Baycare Health System, Inc.
2985 Drew Street
Clearwater, FL 33759
Dianne.Geiger@baycare.org

[SIGNATURE PAGE FOLLOWS]

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: Patricia Nolan Lane

BAYCARE HEALTH SYSTEM, INC.

By: Stephen R. Mason

Title: President

Date: 9-9-14

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney



ATTACHMENT 1

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) OR
<input type="checkbox"/> Direct connection to CHEDAS system (see ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC FORMAT EXCHANGES contract requirements) OR
<input type="checkbox"/> Manual (paper) invoices on CMS 1500 OR
<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.

ATTACHMENT 2 – INSURANCE REQUIREMENTS

Notice: The Contractor 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 Contractor shall obtain and maintain, and require any subcontractors 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 e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to 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 Contractor and any subcontractors 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.

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

ATTACHMENT 2 – INSURANCE REQUIREMENTS

- (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 Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(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.

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 (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.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor 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 Contractor to the same extent Contractor 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) provide for the assignment of the subcontracts from Contractor 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

ATTACHMENT 2 – INSURANCE REQUIREMENTS

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. Contractor 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 Contractor will be responsible for all damage to its own property, equipment and/or materials.