



BOARD OF COUNTY COMMISSIONERS

DATE: October 21, 2014
AGENDA ITEM NO. 13

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Amendment No. 1 to Pinellas County Health Program Interlocal Agreement between Pinellas County and the Florida Department of Health in Pinellas County.

Department:

Health and Community Services (HCS)

Staff Member Responsible:

Lynda M. Leedy, Interim Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE AMENDMENT NO. 1 TO THE PINELLAS COUNTY HEALTH PROGRAM INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE FLORIDA DEPARTMENT OF HEALTH IN PINELLAS COUNTY (DOH-PINELLAS).

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

Summary Explanation/Background:

On September 23, 2014, the Board approved the Interlocal Agreement with the DOH-Pinellas effective October 1, 2014 through September 20, 2015. This agreement governs the direct health care services provided to clients of the Pinellas County Health Program and the Mobile Medical Unit. It includes primary care in six medical homes, behavioral health, prescription assistance, limited dental services, utilization management and other functions.

Amendment No. 1 adds specific language to the approved Interlocal Agreement required by the U.S. Health Resources and Services Administration (HRSA) related to sliding fee scale, behavioral health and obstetrical/ prenatal care for the Mobile Medical Unit. These changes are effective as of October 1, 2014.

Amendment 1 also realigns the management and oversight of the current network of medical specialists from County staff to the DOH-Pinellas. It is anticipated that this change will improve the coordination of all County-funded health services by locating management of specialty care where primary care and medical supervision is located. Such "integration" of services at the point of service (in this case, the primary care medical homes) is considered a best practice in the health care industry. It is also anticipated that medical oversight of the specialty care network will ultimately result in other administrative efficiencies, lower costs, and improved overall patient care and positive outcomes. The change will be effective January 1, 2015 when DOH-Pinellas assumes responsibility for the medical specialist agreements previously approved by the Board.

Upon Board approval, the 30-day termination provision of the medical specialists agreements will be invoked effective December 31, 2014 and DOH-Pinellas will issue agreements with the providers.

Fiscal Impact/Cost/Revenue Summary:

There is no fiscal impact for the HRSA required language changes that are effective on October 1, 2104.

There is no net fiscal impact for medical specialist realignment from the County to DOH-Pinellas. This amendment increases by \$3,544,054 the Interlocal Agreement with DOH-Pinellas for a total amount of \$9,683,390.00. This increased cost is offset by savings elsewhere within the existing HCS budget. This includes the projected costs of health services provided by contracted medical specialists from January 1, 2015 to September 30, 2015 (\$3,375,000.00) and represents the nine month prorated component of the specialized care contracts previously approved by the Board and appropriated within the current budget. Staffing costs related to billing adjudication and claims management at the DOH-Pinellas (\$169,054.00) will be funded from HCS staff savings, resulting from transferring responsibility to DOH-Pinellas and a reduction in positions within HCS. A revised budget (Attachment 1) is attached.

Funding of this agreement will be provided through the existing Fiscal Year 2014-2015 appropriation for the Department of Health and Community Services.

Exhibits/Attachments Attached:

1. Contract Review Transmittal Slip
2. Amendment No. 1 to the Interlocal Agreement
3. Attachment 1 (revised budget)

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Amendment No. 1 to the Interlocal Agreement with Florida Department of Health in Pinellas County	
CONTRACT NO.: number	ESTIMATED EXPENDITURE / REVENUE: \$3,543,772 (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: Amendment No. 1 adds specific language to the Interlocal Agreement required by HRSA for the Mobile Medical Unit and is effective immediately. The MOU also transitions the oversight and management of the Specialty Provider Network to the Florida Department of Health in Pinellas County, effective Jan. 1, 2015

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Lynda Leedy	9/24/14 9/23/14	frf TB		
Risk Mgmt: Virginia Holscher CHH 9-24-14	9/24/14	GW	Public Entity to Public Entity	
Finance:** Cassandra Williams	9/29/14	CBW	Attach 2014-15 Budget	
OMB:** Bill Berger	9/30/14	L	See attached w/ collection for agenda memo. Recommend including detailed changes to budget and consider amendment for transparency if value added.	Changes made on Memo. AP
Legal: Carl Brody	9/30/14	CB 5	need LL init, rule on memo	changes made ap/TB
Assistant County Administrator: Bruce Moeller	10/2/2014	B		

Please return to Amy Petrila By September 30.
All inquiries should be made to Amy Petrila ext.4-8497.

** See Contract Review Process

Revised 2.27.14

OMB Contract Review

Contract Name	Pinellas County Health Care Program Interlocal Agreement between Pinellas County and the Florida Department of Health in Pinellas County		
CATS#	45682	Contract #	N/A

Mark all Applicable Boxes:

Type of Contract									
CIP		Grant		Other	X	Revenue		Project	

Contract information:

New Contract (Y/N)	N	Original Contract Amount	\$6,139,336
Fund(s)	0001	Amount of Change	\$3,544,054
Cost Center(s)	301215	Contract Amount	\$9,683,390
Program(s)	1569	Amount Available	Total: \$7,130,000
Account(s)	5310013 & 5310024	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.)

An agreement with Pinellas County and the Department of Health (DOH) in Pinellas County to administer the Specialty Health Provider Network in the County. This amendment transitions oversight of the Specialty Provider Network, originally planned to be done in-house, to DOH. The additional amount requested in the memo should be \$3,544,054 for the total contract to equal \$9,683,390. This agreement increases the original contract (CATS #45505) with the DOH to provide healthcare to residents who are low income, uninsured, and who do not qualify for other health care coverage through the Pinellas County Health Program (PCHP). Funding for this amendment is located in the accounts listed above, but the total contract utilizes accounts across the Mobile Medical Unit (301210) and Healthcare Services (301215) Cost Centers, and is available 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 CARE PROGRAM
INTERLOCAL AGREEMENT
AMENDMENT NO. 1**

THIS AGREEMENT is entered into this ____ day of _____, 2014, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the “**COUNTY**” and the **FLORIDA DEPARTMENT OF HEALTH IN PINELLAS COUNTY**, hereinafter called “**DOH PINELLAS.**”

WITNESSETH:

WHEREAS, it is the goal of the Pinellas County Health Program (PCHP) and the Mobile Medical Unit (MMU) to increase access to quality healthcare, improve the health outcomes of low-income/high risk individuals, and reduce health disparities; and

WHEREAS, the **COUNTY** has received additional funds for expanded services for the Mobile Medical Unit from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) in the amount of \$194,476.00; and

WHEREAS, the **COUNTY** desires that **DOH PINELLAS** provide for mental health and substance abuse services and compassionate prescription assistance services for the PCHP and the MMU; and

WHEREAS, the **COUNTY** desires that **DOH PINELLAS** oversee, coordinate and manage a network of specialty care providers in order to promote overall integrated health services for the client population; and

WHEREAS, the **COUNTY** desires to add specific language to the Pinellas County Health Program Interlocal Agreement to comply with HRSA requirements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section 3 (c) is amended to read as follows:

8. Provision of specialty care services as outlined in Section 11, effective January 1, 2015.

2. Section 6 is amended to read as follows:

The subcontracted behavioral health services provider is responsible for conducting comprehensive psychosocial assessments, developing mental health and substance abuse treatment plans, providing counseling, submitting requests to the PCHP/MMU for medical case reviews or psychiatric consultations, making referrals to community resources as needed, and making referrals back to the medical home/MMU for follow-up care. The behavioral health provider may also request case consultation with health care service teams. The PCHP/MMU and the subcontracted behavioral health services provider shall track all clients referred by the PCHP/MMU. The subcontracted behavioral health provider shall provide consultation notes and treatment plans to the MMU and PCHP to ensure continuity and coordination of care. In addition, the sub-contracted behavioral health care provider shall provide PCHP/MMU client data and reports as required by the **COUNTY** according to the terms of their subcontract.

3. Section 11 is amended to read as follows:

Specialty health care services will be provided to PCHP/MMU clients through a specialty care network managed by **DOH PINELLAS** effective January 1, 2015.

DOH PINELLAS shall:

- (a) Identify, oversee, coordinate and manage a specialty health care network including recruiting, contracting, authorizing, adjudicating and paying for specialty care services provided to PCHP/MMU clients.
- (b) Work to enhance the number of specialists available for PCHP/MMU clients through recruitment of volunteer physicians using the Department of Health (DOH) volunteer statute and sovereign immunity under Florida Statute 766 and Florida Statute 110.
- (c) Contact clients regarding approved or denied specialty care referrals.
- (d) Coordinate specialty care appointments.
- (e) Provide appropriate laboratory and pathology requisition paperwork.
- (f) Provide necessary medical information to the specialist within two (2) business days prior to the client's appointment.

All specialty care referrals shall be consistent with PCHP/MMU Covered and Non-Covered Services and shall include all necessary and supporting documentation, including verification that the client is currently enrolled in the PCHP/MMU and is not enrolled in Medicaid. All specialty care referrals must be approved by the Utilization Management Team.

4. Section 14 is amended to add section (j) to read as follows:

(j) Assure that services are available equally to all PCHP/ MMU clients, regardless of their ability to pay. Signage will be posted in both English and Spanish, announcing the availability of a Sliding Scale Fee Schedule. Specific to the Mobile Medical Unit, persons with family incomes between 101 and 200 percent of the Federal Office of Management and Budget poverty guidelines shall be charged a fee on a sliding scale.

5. Section 16 is amended to add section (e) to read as follows:

(e) **DOH PINELLAS** OB/Pre-Natal Clinic in Clearwater shall provide obstetrical and pre-natal care services to clients of the MMU including clinical assessment, management/ treatment and coordination of services, and referrals for the mother and fetus to maximize the outcome of the pregnancy. MMU staff will assess the client for Medicaid eligibility and will diagnose the client for positive pregnancy. MMU staff will document and track the referral to the **DOH PINELLAS** OB/Pre-Natal Clinic in Clearwater, where obstetrical and prenatal care will be provided, including completing Medicaid eligibility if needed. The OB/Pre-Natal Clinic will confirm the referral with the MMU.

6. Section 19 is amended to read as follows:

The total compensation provided for under this Agreement shall be in an amount not to exceed Nine Million, Six Hundred Eighty Three, Three Hundred Ninety Dollars (\$9,683,390.00) for the term of this Agreement. A revised Budget is included as Attachment 1.

7. Section 33 is amended to read as follows:

DOH Pinellas shall obtain prior approval from County before issuing any press release, white paper or other written document for public consumption regarding PCHP except as otherwise provided by law. The parties acknowledge and agree that nothing herein is intended to limit the parties' compliance with Florida's open public records laws pursuant to Chapter 119, Fla. Stat. DOH Pinellas will not appropriate or make use of County name or any County trademark without prior written consent of County.

8. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect.

<<Signature Page Follows>>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ATTEST:

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

Ken Burke

Clerk of Circuit Court

By: _____
Chairman

DATE: _____

By: _____
Deputy Clerk

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

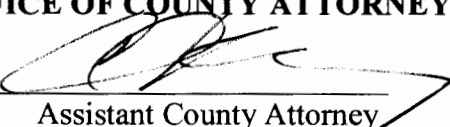
By: _____

Print Name _____

Print Title _____

DATE: _____

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

By:  _____
Assistant County Attorney

FL Department of Health in Pinellas County				
Budget 2014 - 2015				
	Description	FTE	Enc	With the Office of the County Medical Director 10/1/14 to 12/31/14
	Pinellas County Health Plan (PCHP):			
	Encounters			27,383
	Encounters @ \$124.00-	20629		2,558,023
	Encounters @ \$105.40-	6754		711,843
	Total PCHP Encounters			3,269,866
	County Medical Director	1.00		181,823
	Support Staff	1.00		60,350
	5% Administrative Cost			12,109
	Total County Medical Director Office	2.00		254,282
	MOBILE MEDICAL UNIT			
	Medical Director- Ravindra			
	Registered Nurse- Streicher	1.00		64,226
	Senior Physician- Mungara	1.00		156,961
	Supervisor/Case Mgr/- Wagner	1.00		57,507
	Nurse-LPN - Hernandez, O.	1.00		52,863
	Patient Support Staff- Howland	1.00		30,600
	Patient Support Staff- TBD	1.00		29,040
	Driver-OPS@ \$11.29 per hr - Martinez			
	UDS Report Staff			
	Lab Services- MMU clients			31,226
	Expenses include medical supplies, travel, etc.			14,500
	5% Administrative Cost			19,560
	Total Mobile Medical Unit	6.00		456,483
	Safe Harbor Shelter Clinic			
	Senior Physician- E. Yacobi	0.8		124,276
	Team Supervisor			4,312
	Case Mgr- F. Guillet	1.0		57,251
	MA & Nurse-M. Gray & L. Werner	1.8		87,430
	Support Staff-TBD	1.0		29,813
	Lab Services-MMU Safe Harbor Shelter Clinic Clients			10,000
	Expense-including equipment for set up, medical supplies, travel, etc.			10,000
	5% Administrative Cost			15,154
	Total Safe Harbor Shelter Clinic	4.6		338,236

Attachment 1

FL Department of Health in Pinellas County				
Budget 2014 - 2015				
	Description	FTE Enc	With Sp Care at 9 mos UM/QA at 12 mos	
	UTILIZATION MANAGEMENT & QUALITY ASSURANCE			
	Quality Assurance Coordinator	1.00	94,892	
	Volunteer Coordinator	0.50	19,577	
	Existing Analyst (three month transition)	0.25	12,020	
	Manager	1.00	56,886	
	Referral Services Analysts	3.00	132,900	
	Support Staff	3.00	113,800	
	5% Administrative Cost		21,504	
	Total Utilization Management	8.75	451,579	
	Billing Adjudication and Claims Management			
	Adjudication & Processing staff	4.00	123,668	
	Supervisor	0.20	9,900	
	IT programmer	0.50	17,168	
	Other Expenses		10,782	
	5% Administrative Cost		7,537	
	Total Billing Adjudication and Claims Management	4.70	169,054	
	OTHER SERVICES PROVIDED			
	Behavioral Health Services		400,000	
	Behavioral Health Service for MMU & Safe Harbor		100,000	
	Specialty Care Services		3,375,000	
	Lab Services- Specialty Care		220,000	
	Drug Assistance Program - MedNet		155,000	
	Commun Based Diabetic Supplies-St Pete FC		20,000	
	Commun Based Diabetic Hlth Educ @ \$15	3333	50,000	
	Total Other Services Expenses	0.00	4,320,000	

Attachment 1 (cont.)

FL Department of Health in Pinellas County				
Budget 2014 - 2015				
	Description	FTE	Enc	With Sp Care at 1 mos UN/CA at 12 mos
	DENTAL SERVICES			
	Dental Encounter @ \$109 Dentist	2202		240,000
	Dental Encounter @ \$70 Hygenist	1371		96,000
	Dental- Volunteer Clinics N. County @ \$35			
	Commun Based Dental- Free Clinic @ \$70			
		3573		
	Dental Team for Uninsured / Homeless			
	Hygienist for volunteer community based	1.00		77,172
	5% Administrative Cost			3,859
	Other Expenses			6,860
	Total Dental Services Expenses			423,891
	BUDGETED / TOTAL			9,683,390
	Original Contract Amount			6,139,336
	Amendment #1 - Specialty Care			3,544,054
				9,683,390
	COMMENTS			
1	Encounters based on a MD encounter 75% Mid level 25%			
2	As of 10/1/14 Safe Harbor Shelter Clinic will serve as medical home paid by encounters			
3	All personel cost include Salary & Fringe: Staff received a legislative increase on 10/2013 of \$1,400 or \$1,000 each; there is also been an increase of health insurance resulting in a minor increase in personel cost.			
4	Administrative costs are computed as a percentage of direct salaries and wages including fringe benefits. The Department of Health's approved federal rate agreement provides for a maximum Health Services rate of 23.9%. DOH Pinellas has elected to seek recovery of administrative costs at 5% to cover indirect costs.			
5	\$100,000 added Behavioral Health Services for MMU & Safe Harbor			
6	Comprehensive dental services will be provided at \$109/encounter for Dentist & \$70 for Hygienist; merged Volunteer dental clinics and commun. based dental to fund hygienist			

Attachment 1 (cont.)