

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** September 10, 2015

**AGENDA ITEM NO.** 18

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

 **County Administrator's Signature:** 

**Subject:**

Approval of the Pinellas County Health Care Program Interlocal Agreement with the Florida Department of Health.

**Department:**

Human Services

**Staff Member Responsible:**

Lourdes Benedict, Director

**Recommended Action:**

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE PINELLAS COUNTY HEALTH CARE PROGRAM INTERLOCAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF HEALTH (DOH PINELLAS).

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

**Summary Explanation/Background:**

This Agreement provides compensation to the DOH Pinellas for medical services for the Pinellas County Health Program (PCHP) and Mobile Medical Unit (MMU). This includes funding for primary care services provided in seven (7) locations throughout the County as well as the MMU and Safe Harbor Clinic. DOH Pinellas also manages and provides, through sub-contractual agreements, medical specialists, behavioral health services, a prescription assistance program and community dental services. The proposed Fiscal Year (FY) 2016 agreement also includes five full time and one part-time (5.1 FTE) Clinical Care Coordinators stationed at the MMU and in five medical clinic locations. These medical personnel will assure that services provided through primary care, behavioral health, medical specialists and contracted hospitals are coordinated and efficient.

DOH Pinellas has been a medical primary care provider for the PCHP since its inception in 2008. Last year, the Board expanded the scope of services provided by DOH Pinellas to include medical specialists and comprehensive dental coverage to additional indigent Pinellas residents. In addition, two (2) new service delivery locations were added: Safe Harbor Homeless Shelter in Pinellas Park and Turley Family Health Center in Clearwater. As of June 2015, PCHP/MMU had a current enrollment of 7,523 clients. In June, DOH Pinellas provided primary care services to 1,755 unduplicated clients and dental services to 557 unduplicated clients.

DOH Pinellas is a unique contractual partner since it is a state government agency. It enjoys a certain purchasing and insurance status through state-administered contracts. In addition, and as per state mandate, DOH Pinellas is required to provide primary and preventive care to low-income and uninsured residents at the request of the County. DOH Pinellas has a proven track record of providing high quality, effective and cost-efficient services to the residents of the County.

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

The total amount of funding for this Interlocal Agreement is an annual sum not to exceed \$10,794,483.00. This amount provides funding for primary care services in seven (7) locations and the Mobile Medical Unit/ Safe Harbor Clinic, as well as funding for medical specialty care, prescription assistance program and dental services. The agreement also includes funding to conduct billing, claims adjudication, specialty medical referral approvals and authorizations, clinical care coordination and program management. Funding is available in the Human Services anticipated FY 2016 appropriations for the Health Care Program.

The agreement does not include home health or pharmacy services, which are funded through separate County contracts.

**Exhibits/Attachments Attached:**

1. Contract Review Transmittal Sheet
2. Pinellas County Health Program Interlocal Agreement
3. Attachment 1: FY 2016 DOH Pinellas Budget
4. Attachment 2: Client and Services Data Report Template
5. Attachment 3: Data Sharing Agreement
6. Attachment 4: Business Associate Agreement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: Pinellas County Health Program Interlocal Agreement with Florida Department of Health</b>	
<b>CONTRACT NO.:</b> number	<b>ESTIMATED EXPENDITURE / REVENUE:</b> 10,794,483.00 (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:** This agreement provides compensation to the DOH Pinellas for medical services for the Pinellas County Indigent Health Program (PCHP). This includes funding for primary care services provided in seven locations throughout the County and the Mobile Medical Unit (MMU.) DOH Pinellas also manages and provides, through sub-contractual agreements, medical specialists, behavioral health services, a prescription assistance program and community dental services. The proposed Fiscal Year (FY) 2016 agreement also includes five (5.1 FTE) Clinical Care Coordinators stationed at the MMU and in five medical clinic locations. These medical personnel will assure that services provided through primary care, behavioral health, medical specialists and contracted hospitals are coordinated and efficient.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Lourdes Benedict	8/11/15	<i>Lourdes Benedict</i>		
<b>Risk Mgmt:</b> Virginia Holscher	8/11/15	<i>VB</i>		
<b>Risk Mgmt:</b> Virginia Holscher	8/12/15	<i>GW</i>	Public Entity → Public Entity	
<b>Finance:**</b> Cassandra Williams	8/14/15	<i>CPW</i>		
<b>OMB:**</b> Bill Berger	8/14/15	<i>B</i>	See attached.	
<b>Legal:</b> Carl Brody	8/14/15	<i>CB</i>	One suggestion on p. 5	done up 8/17
<b>Assistant County Administrator or Executive Director:</b> <del>Paul Gesso</del> JOHN BENNETT	8.18.15	<i>JB</i>	SEE EDIT	done up 8/18
<b>County Administration</b>				

Please return to Amy Petrila by August 17, 2015 or asap

All inquiries should be made to Amy Petrila - ext. 48497

\*\* See Contract Review Process; Revised 6-10-15

## OMB Contract Review

<b>Contract Name</b>	Pinellas County Health Care Program Interlocal Agreement between Pinellas County and the Florida Department of Health in Pinellas County		
<b>CATS#</b>	47711	<b>Contract #</b>	N/A

**Mark all Applicable Boxes:**

Type of Contract							
<b>CIP</b>		<b>Grant</b>		<b>Other</b>	<b>X</b>	<b>Revenue</b>	
						<b>Project</b>	

**Contract information:**

<b>New Contract (Y/N)</b>	Y	<b>Original Contract Amount</b>	
<b>Fund(s)</b>	0001	<b>Amount of Change</b>	
<b>Cost Center(s)</b>	301215 & 301210	<b>Contract Amount</b>	\$10,794,483
<b>Program(s)</b>	1569	<b>Amount Available</b>	<b>Total: \$10,794,483</b>
<b>Account(s)</b>	multiple	<b>Included in Applicable Budget? (Y/N)</b>	<b>Y</b>
<b>Fiscal Year(s)</b>	FY16		

### 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.)

This agreement with the Florida Department of Health in Pinellas County for provision of health care services to low-income uninsured citizens of Pinellas County who meet the County's Health Program (PCHP) or Mobile Medical Unit (MMU) eligibility criteria. Services provided through the PCHP/MMU shall include: primary and preventive health care, dental care, behavioral health care, specialty care, specialty lab, prescription assistance, community-based care, and referral to home health care and durable medical equipment services. Primary health care services will be provided at seven (7) designated locations throughout the county and at various community locations through the MMU. The agreement also anticipates beginning services at the new Bayside Health Clinic when it becomes operational.

The agreement is for one year (1) year, beginning October 1, 2015 and ending September 30, 2016, with the option to renew for two (2) additional one-year terms. Compensation is set at up to \$10,794,483 per fiscal year for monthly reimbursement of invoiced expenses. Page 5 of the agreement specifies that if these funds "are expended prior to the end of the fiscal year, DOH Pinellas shall continue to provide services to PCHP/MMU clients as detailed in the Agreement until the last day of the fiscal period." It further stipulates that "Continuation of this Agreement as it pertains to MMU/Safe Harbor operations is contingent upon receipt of funds from a third party Grantor."

Compensation for services is increasing by \$611,375 from FY15 to FY16. The scope of FY16 services reflects the additions of Specialty Care and Dental Care through amendments to the agreement during FY15. Specialty Care was only funded for 9 months of FY15 and is fully funded in FY16. The net increase also includes 5.1 full-time equivalent Clinical Care Coordinators to assure that services are coordinated and efficient. Funding for the agreement is available in the FY16 Proposed Budget.

**Analyst: Veronica Ettel**

**Ok to Sign:** ☒

*V. Ettel* 8/14/15

**PINELLAS COUNTY HEALTH CARE PROGRAM  
INTERLOCAL AGREEMENT**

THIS AGREEMENT (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the “**COUNTY**,” and the **FLORIDA DEPARTMENT OF HEALTH**, an agency of the State of Florida providing public health services in Pinellas County, herein after called “**DOH PINELLAS**”.

**WITNESSETH:**

WHEREAS, the **COUNTY** desires to continue to increase access to health care for the low-income uninsured residents of Pinellas County through the Pinellas County Health Program (PCHP) and the Mobile Medical Unit (MMU); and

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

WHEREAS, **DOH PINELLAS** desires to continue working with the **COUNTY** to provide health care services to adult (18-64 years) uninsured residents of Pinellas County; and

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

WHEREAS, the **COUNTY** desires that **DOH PINELLAS** provide for quality assurance, behavioral health, prescription assistance, specialty services and dental services in order to promote overall integrated health services for eligible clients; and

WHEREAS, **DOH PINELLAS** is a strategic partner with the **COUNTY** and participates in the planning and implementation of effective cost containment and health quality measures.

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

**1. Authority.**

This Agreement is entered into pursuant to the provision of Section 163.01, Florida Statutes, and other applicable provisions of law as they relate to the authority of public bodies to enter into cooperative agreements.

**2 Term of Agreement.**

This Agreement shall commence on October 1, 2015 and the Agreement shall expire on September 30, 2016. Parties reserve the right to renew this agreement for up to two (2) additional one-year terms.

**3. Scope of Health Care Services.**

**DOH PINELLAS** shall provide:

- a) Health care services to low-income uninsured citizens of Pinellas County consistent with the **COUNTY's** requirements. Provision of health care services under this Agreement is limited to individuals who meet PCHP or MMU eligibility criteria as to citizenship, residency, income, and insurance.

Services provided through the PCHP/ MMU shall include:

1. Provision of primary and preventive health care services as outlined in Section 3 b) and Section 3 c) of this Agreement.
2. Provision of specialty laboratory services as outlined in Section 6 of this Agreement.
3. Provision of behavioral health care, including both mental health and substance abuse services, through a subcontracted provider as outlined in Section 7 of this Agreement.

4. Provision of prescription medications through referral to the **COUNTY's** contracted pharmacy provider and through the subcontracted Prescription Assistance Program outlined in Section 8 of this Agreement.

5. Provision of dental services as outlined in Section 9 of this Agreement.

6. Provision of specialty care services as outlined in Section 10 of this Agreement.

7. Referral to home health care services and durable medical equipment as outlined in Section 11 of this Agreement.

8. Provision of Community-Based Care as outlined in Section 12 of this Agreement.

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

1. Relationships, communication, and understanding between the patient, the physician, and physician-directed healthcare team (including behavioral health providers, medical specialists and contracted hospitals).

2. Continuity of care, including the requirement that at least 70% of a client's medical visits are with a physician. All other visits may be provided by a physician or mid-level provider (e.g., ARNP, Physician Assistant). All consultations, referrals, and appointments shall be documented in the clinical record.

3. Comprehensiveness, including preventive and wellness care, acute injury and illness care, and chronic illness management, as well as patient education, self-management and use of community resources.

4. Accessibility, including policies that support patient access and routine assessment of patients' perceptions and satisfaction regarding access to the medical home.

5. Quality, including patient care that is physician directed, the use and periodic assessment of evidence based guidelines and performance measures in delivering clinical services, and ongoing quality improvement activities.

c) Primary health care services in the following eight (8) locations:

1. 205 Dr. Martin Luther King Street North St. Petersburg, FL 33701
2. 6350 76th Avenue North Pinellas Park, FL 33781
3. 8751 Ulmerton Road Largo, FL 33771
4. 310 North Myrtle Avenue Clearwater, FL 33755
5. 301 South Disston Avenue Tarpon Springs, FL 34689
6. Safe Harbor Homeless Shelter, 14840 49th Street N., Clearwater, FL 33762  
(to be replaced by Bayside Health Clinic, 14808 49<sup>th</sup> Street N., Clearwater, FL 33762 in March 2016)
7. Turley Family Health Center, 807 N. Myrtle Avenue, Clearwater, FL
8. Mobile Medical Unit (various community locations)

Additional sites may be added as appropriate and necessary to meet the health care needs of Pinellas County residents.

#### **4. Compensation.**

The compensation provided under this Agreement shall be an annual amount not to exceed Ten Million, Seven Hundred Ninety Four Thousand, Four Hundred and Eighty Three Dollars (\$10,794,483.00) per Fiscal Year for services described in Section 3. (See Attachment 1- FY 2016 Budget.)



In the event that funds provided for under this Agreement are expended prior to the end of the fiscal year, **DOH PINELLAS** shall continue to provide services to PCHP/MMU clients as detailed in the Agreement until the last day of the fiscal period.

a) MMU/ Safe Harbor Shelter Clinic Compensation

1. Continuation of this Agreement as it pertains to MMU/ Safe Harbor operations is contingent upon receipt of funds from a third party Grantor.

2. In the event that any staff outlined within this Agreement fails to report to his/her assigned duties as described in Section 15(a) of this Agreement and alternate staffing is not provided by the **DOH PINELLAS**, compensation shall be reimbursed on a reduced pro-rated basis.

b) Pinellas County Health Program Encounters:

1. A primary care encounter is defined as a face-to-face visit between a client and the medical provider of primary care services (MD, DO, PA, ARNP) who exercises independent judgment in rendering a diagnosis, assessment, appropriate laboratory testing, ordering/prescribing prescriptions, referrals for additional covered services as needed and a treatment and/or prevention plan to the client.

2. Visits with more than one health professional, or multiple visits with the same health professional that take place on the same day and at a single location constitute a single encounter. The provision of these services shall be entered into the client's medical record.

3. The following services do not constitute an encounter and do not qualify for payment when conducted outside of an office visit:

- a) Immunizations, Nutritional Assessments, Education and Counseling, and other non-medical services.

- b) Clinical standing orders and/or protocols, unless contractually included or approved by the PCHP Medical Director.
  - c) Office visits with pain management or chronic pain as the primary reason
- 4. Paid primary care encounters shall be limited to one encounter per client per day and one encounter per client per month. Supporting documentation for clients requiring more than one encounter per month must be available upon **COUNTY** request. These additional encounters must be reviewed and approved by the PCHP Medical Director.
- 5. The target number of annual encounters shall not exceed 24,000 encounters in FY 2016, with an overall program average of no more than four (4) encounters per client per year.
- c) In the event sufficient budgeted funds are not available for this Agreement for a new fiscal period, the **COUNTY** shall notify **DOH PINELLAS** of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the **COUNTY**.
- d) The **COUNTY** shall reimburse **DOH PINELLAS** in accordance with the Florida Prompt Payment Act upon receipt of reports and performance measures as outlined in Section 21 of this Agreement. When the required documentation is incomplete or untimely, the **COUNTY** may withhold payment until such time the **COUNTY** accepts the revised reports.
- e) Invoices
  - 1. **DOH PINELLAS** shall remit an invoice, receipts, and payroll summary information for the costs of providing medical services on a monthly basis prior to the receipt of funding pursuant to this Agreement.

2. All invoices provided pursuant to this section of this Agreement shall be accompanied by client-specific data reports as outlined in Attachment 2 and by documentation which verifies the expenditures for health care services provided pursuant to this Agreement.

3. The **COUNTY** reserves the right to audit **DOH PINELLAS** invoices submitted for payment pursuant to this Agreement. Invoiced line items clearly identified as encounters or otherwise eligible for payment shall be processed for payment promptly. **DOH PINELLAS** shall be responsible to provide documentation/justification for reconsideration of payment of any denied line items. The **COUNTY** will promptly process any newly approved line items for payment.

**5. Primary Care and Preventive Services.**

**DOH PINELLAS** shall act as a medical home for the provision of primary care and preventive services at sites in accordance with Section 3(b) of this Agreement and subject to compensation listed in Section 4 of this Agreement. Primary care and preventive services include, but are not limited to:

a) **Clinical visits** including but not limited to general medical and dental examinations, taking client medical and social history, reviewing current medications and diagnoses, assessing the client's chief complaint, recording vital signs, and other exams relevant for visit type. The medical/ dental provider shall exercise independent judgment in rendering a diagnosis, assessment, appropriate laboratory testing, ordering/prescribing prescriptions, making referrals for additional covered services as needed, and developing a treatment plan with the client.

b) **Basic Laboratory Services and Tests to include Microscopy, Specimen Handling and Transport.** The basic tests and services are: Clinical Laboratory Improvement

Amendments (CLIA) waived tests, Complete Blood Count (CBC) with differential and platelets, Comprehensive Metabolic Profile, Lipid profile, Thyroid-stimulating hormone (TSH), Prostate-Specific Antigen (PSA), Hemoglobin A1C (HgbA1c), International Normalized Ratio (INR), Urinalysis, Cervical Cytology Screening, and Fecal Immunochemical Test or High Sensitivity Hemocult. Other laboratory and pathology services are considered specialty laboratory services and are discussed in Section 6 of this Agreement.

c) **Adult Immunizations** as per the Centers for Disease Control and Prevention's Recommended Adult Immunization Schedule for the United States 2014, including but not limited to influenza, hepatitis B, and pneumococcal vaccines.

d) **Electrocardiography (EKG) and/or Spirometry** as medically necessary.

e) **Wellness screening and prevention services** based on the United States Preventive Services Task Force recommendations including, but not limited to alcohol misuse screening and behavioral counseling intervention, aspirin for the prevention of cardiovascular disease, Chlamydial infection screening, colorectal cancer screening, depression screening, folic acid supplementation, gonorrhea screening, high blood pressure screening, HIV screening, lipid disorders screening, obesity screening, sexually transmitted infections counseling, syphilis infection screening, tobacco use and tobacco-caused disease counseling and intervention, and Type 2 Diabetes Mellitus screening. Breast cancer screening and cervical cancer screening services shall be based on the recommendations of the American Congress of Obstetricians and Gynecologists and the Uniform Data System operated by the Health Resources and Services Administration, respectively. Wellness screening and prevention services shall be provided to eligible patients, per service age and gender requirements.

f) **Healthy behaviors, education and nutrition services** including but not limited to disease case management, diabetes education, tobacco cessation, chronic disease prevention, weight loss and management programs and other healthy lifestyles programs.

**6. Specialty Lab Services.**

**DOH PINELLAS** shall provide basic laboratory services and tests as described in Section 4(b). All other laboratory and/or pathology services and tests, including those provided within the medical home, are defined as specialty labs. **DOH PINELLAS** shall subcontract for specialty lab services. Specialty labs will be provided to PCHP clients only through the subcontracted laboratory.

**7. Behavioral Health Care Services.**

**DOH PINELLAS** shall screen clients for behavioral health concerns and shall subcontract for the provision of behavioral health care services. The subcontracted behavioral health provider shall be responsible for conducting comprehensive psychosocial assessments, developing mental health and substance abuse treatment plans, providing counseling, submitting requests to the **DOH PINELLAS** for medical case reviews or psychiatric consultations, making referrals to community resources as needed, and making referrals back to **DOH PINELLAS** for follow-up care. The behavioral health provider may also request case consultation with health care service teams.

The **DOH PINELLAS** and the subcontracted behavioral health services provider shall track all referred clients. The subcontracted behavioral health provider shall provide consultation notes and treatment plans to **DOH PINELLAS** to ensure continuity and coordination of care. In addition, the subcontracted behavioral health care provider shall provide client data and reports as required by the **COUNTY** according to the terms of their subcontract.

**8. Prescription Assistance Program.**

**DOH PINELLAS** shall subcontract for a prescription assistance program (PAP) for all eligible clients in order to provide non-covered brand medications and to reduce the demand upon **COUNTY** contracted pharmacy services. Medications or equivalents covered by the **COUNTY** contracted pharmacy provider will be limited to those not available through the PAP, including

medications at the time a prescription is executed and during the time when a client is transitioning to free medications through the PAP.

**DOH PINELLAS** shall:

- a) Administer a prescription assistance program to facilitate access to free and low cost prescription medications for eligible PCHP/MMU clients at no charge to the client.
- b) Follow operating procedures for the PAP to include steps for medication controls and notification to the **COUNTY's** pharmacy contractor.

**9. Dental Services.**

**DOH PINELLAS** shall provide comprehensive dental services to adults enrolled in the PCHP/MMU at the closest medical homes that provide this service. Services include preventive and relief of pain services including dental exam, oral cancer screenings, oral health education, dental X-rays, cleaning, extractions, restorations, incisions, drainage, and prescriptions.

**DOH PINELLAS** shall also provide support to community dental clinics to expand access to dental services for adults below 200% of the Federal Poverty guidelines, utilizing dental volunteers and a small clinical dental team. Services shall be provided within the scope of each clinic.

**10. Specialty Care Services.**

Specialty health care services shall be provided to PCHP/MMU clients through a network of medical specialists managed by **DOH PINELLAS**.

**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 under the DOH volunteer statute and sovereign immunity under Florida Statute 766 and Florida Statute 110.

c) Authorize specialty care referrals and adjudicate payment of claims consistent with PCHP/MMU Covered and Non-Covered Services. Referrals shall include all necessary and supporting documentation, including verification that the client is currently enrolled in the PCHP/MMU and is not eligible for or enrolled in Medicaid. If it is determined that a client may be eligible for Medicaid or other insurance (e.g., SSI), **DOH PINELLAS** shall assist the client in applying for benefits. All specialty care referrals shall be approved by the DOH PINELLAS Specialty Services Department.

d) Contact clients regarding approved or denied specialty care referrals and coordinate specialty care appointments for approved referrals

e) Provide appropriate laboratory and pathology requisition paperwork.

f) Provide necessary medical information to the specialist along with the referral prior to the client's appointment.

**11. Home Health Care Services and Durable Medical Equipment.**

Home health care services and durable medical equipment shall be provided to the PCHP/MMU clients solely through referral to the **COUNTY** contracted provider.

**12. Community-Based High Risk Diabetic Health Care.**

**DOH PINELLAS** shall provide community-based care for high-risk diabetic clients at free clinics located throughout the County. Services include preventive dental care and primary and preventive medical care.

**13. PCHP Operations.**

As a medical home, **DOH PINELLAS** shall:

- a) Provide an appointment for PCHP clients with non-urgent care concerns or regular annual exams within two to three weeks or as soon as possible after the client is enrolled in PCHP.
- b) Clients who are determined to have urgent needs are advised to come to a medical home as a walk-in after signing for release of documents from previous providers, ER, or hospitals and, if needed, will be seen the same day.
- c) Confirm appointments with clients via telephone two (2) business days prior to the scheduled appointment.
- d) Re-schedule all missed appointments within two (2) business days after such missed appointment.
- e) Notify the **COUNTY** once a client has missed two (2) scheduled appointments.
- f) Notify the **COUNTY** within five (5) business days regarding the dismissal of a client from the medical home.
- g) Provide a daily minimum of 25% of all appointment times for walk-ins, medical emergencies, or same day service for PCHP clients at all medical home locations.
- h) Provide an answering service with 24/7 physician on call and coverage for all medical home sites and the MMU.
- i) Provide a current provider list with all physicians, mid-level providers, and specialty care providers for PCHP/MMU clients on a semi-annual basis to the **COUNTY**. Changes must be communicated to the **COUNTY** within 15 business days of the change.
- j) Not charge a co-payment or balance bill PCHP/MMU clients.
- k) Assure that services are available equally to all PCHP/ MMU clients, regardless of their ability to pay.
- l) Post signage in both English and Spanish announcing the availability of a Sliding Scale Fee Schedule. Clients of the Mobile Medical Unit 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.

Hours of operation may be adjusted according to need and demand. **DOH PINELLAS** shall notify the **COUNTY** of any changes in hours of operation. Primary care services sites may be added or deleted to meet the goals of the PCHP. **DOH PINELLAS** shall consult with the **COUNTY** and receive approval prior to addition or deletion of primary care service sites.

Staffing at the medical homes shall be at the discretion of the **DOH PINELLAS**. The **COUNTY** must be immediately notified in writing should changes in staff affect the delivery of core services described in Section 3.

**14. Eligibility.**

a) Eligibility pre-screening and enrollment into the PCHP/MMU will be conducted by Pinellas County staff at the following locations:

Pinellas County Human Services  
2189 Cleveland Street, Suite 230  
Clearwater, FL 33765  
(727) 464-8400

Pinellas County Human Services  
647 1<sup>st</sup> Avenue North  
St. Petersburg, FL 33701  
(727) 582-7781

Mid-County Health Center  
8751 Ulmerton Road  
Largo, FL 33771  
(727) 588-4040

Tarpon Springs Health Center  
301 Disston Avenue  
Tarpon Springs, FL 34689  
(727) 942-5457

St. Petersburg Health Center  
205 Dr. Martin Luther King Jr. Street North  
St. Petersburg, FL 33701  
(727)824-6900

Clearwater Health Center  
310 N. Myrtle Avenue  
Clearwater, FL 33755  
(727) 298-3589

Pinellas Park Health Center  
6350 76th Avenue N.  
Pinellas Park, FL 33781  
(727) 545-7560

Mobile Medical Unit at various locations  
Tel (727) 432-4763

Additional enrollment locations may be added as appropriate and necessary to meet the health care needs of Pinellas County residents.

b) Should a new patient present to a medical home or MMU with an urgent medical issue, **DOH PINELLAS** staff shall authorize presumptive eligibility for the initial visit based on the person's self-declaration of eligibility. These clients shall be treated and directed to visit one of the locations above to confirm eligibility for ongoing services. In these cases, **DOH PINELLAS** shall be reimbursed for one (1) billable encounter while eligibility is being determined.

c) **DOH PINELLAS** agrees to provide ten work stations for **COUNTY** staff in locations throughout Pinellas County. The **COUNTY** will compensate **DOH PINELLAS** for utilities, telephone and janitorial/ maintenance services at these locations at the mutually agreed upon rate of \$125.00 per work station per month.

**15. Mobile Medical Unit and Safe Harbor Shelter Operations.**

**DOH PINELLAS** shall provide qualified medical, nursing and support services to the **COUNTY** for the Pinellas County Mobile Medical Unit (MMU), a Federally Qualified Health Center for the Homeless, and to the Safe Harbor Shelter Clinic, made possible by an expansion grant, in accordance with the program budget. **DOH PINELLAS** shall provide job descriptions for all MMU/ Safe Harbor personnel outlined below prior to October 1, 2015.

a) The MMU team will consist of two (2) full time nurses, one (1) full time licensed primary care physician, one part-time (.8) case manager, and two (2) full time support staff.

b) The Safe Harbor Shelter team will consist of one (1.0) full time examiner (physician, ARNP or Physician Assistant), one part-time (.2) supervisor, one (1.0) full time case manager, one (1.0) full time nurse, one (1.0) full time medical assistant, and one (1) full time senior clerk.

c) **DOH PINELLAS** shall provide a driver for the MMU as outlined within the approved budget.

d) In the event that the MMU physician fails to report to duty, the **DOH PINELLAS** will provide alternate qualified staff to serve the MMU.

e) **DOH PINELLAS** shall seek **COUNTY** approval of the MMU service delivery sites and hours of operation and shall notify the **COUNTY** of planned or unexpected schedule changes in a timely manner. The MMU calendar including daily locations and hours of operation shall be transmitted to the **COUNTY** each month and posted on the County website.

f) **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 including completing Medicaid eligibility if needed. The OB/Pre-Natal Clinic will confirm the referral with the MMU.

#### **16. Specialty Services Operations.**

a) **DOH PINELLAS** shall process referrals to medical specialists and conduct specialty health care claims adjudication and billing. **DOH PINELLAS** shall provide job descriptions for personnel responsible for these services prior to October 1, 2015.

b) Referral staff shall consist of one (1) full time manager, three (3) referral specialists, and three (3) support staff. The referral unit will:

1. Ensure that clients referred for specialty services are enrolled in PCHP/MMU and investigate Medicaid or other insurance eligibility upon receipt of a referral from a medical home or specialist;
2. Review referrals for approval or denial;
3. Alert medical homes and specialists of referral status;
4. Send approved referrals to the medical home/MMU and specialist;
5. Review pharmacy requests, process overrides as needed and participate in the Formulary and Pharmacy committee meetings.

c) Billing and Claims shall consist of five (5) claims analysts, a part-time (.2) supervisor, and a part-time (.5) information technology specialist. This unit will:

1. Ensure that claims for primary and secondary adjudications match an approved referral and authorization for service;
2. Ensure that claims are consistent with PCHP/MMU covered and non-covered services;
3. Participate in secondary adjudications to resolve issues that cannot be resolved electronically;
4. Conduct a complete review of claims utilizing cost criteria and diagnostic criteria as determined by the **COUNTY**;
5. Review extraordinary claims including but not limited to large expenses, uncommon procedures, and hospitalizations as determined by the **COUNTY**;
6. Conduct retrospective reviews of hospital admissions and services provided by specialty care and ancillary services providers;

7. Implement processes for consultation, referrals, discharge follow-up, and patient tracking in order to assure appropriate communication and continuity of care between the primary care medical home or the MMU and behavioral health specialists, other medical specialists or hospitals providing care to clients of the PCHP/ MMU.

**17. PCHP Services.**

**DOH PINELLAS** shall provide the following services for the PCHP in accordance with the program budget. **DOH PINELLAS** shall provide job descriptions for all personnel providing services listed below prior to October 1, 2015.

- a) One (1) full-time Medical Director. The Medical Director shall:
  1. Act as the clinical physician liaison for internal and contractual programs, including but not limited to the PCHP, Pharmacy Program, and MMU;
  2. Assure open and effective relationships, oversee medical quality assurance, and facilitate performance improvement mechanisms and monitoring systems;
  3. Provide medical consultation, oversight, and monitoring to the PCHP, Pharmacy Program, and MMU;
  4. Supervise MMU, Quality Assurance and Specialty Services staff and part-time (.5) Volunteer Coordinator;
  5. Meet with the **COUNTY** and contractual providers to discuss issues relating to the provision of health care service delivery, including client care and quality assurance issues;
  6. Provide on-site, telephonic, or electronic consultation as needed or requested.
  7. Attend MMU and other health care related meetings as needed/requested;

8. Participate in County, State and Federal site reviews;
  9. Facilitate medical chart reviews with the **COUNTY**;
  10. Participate in the **COUNTY** Pharmacy and Therapeutics Committee;
  11. Participate in quarterly meetings with contracted hospitals;
  12. Assess MMU service delivery and evaluate cost effective and efficient methods for health care delivery. Provide technical assistance and services in specialized areas as needed including but not limited to review of medical records and compliance with laboratory controls, infection control, environmental and biohazards regulations, and local, state, and federal regulations relating to client confidentiality, privacy, security, and the Health Insurance Portability and Accountability Act (HIPAA.)
  13. Evaluate the physical plant and environmental conditions of the MMU for provision of quality medical care and safety;
  14. Ensure that all necessary remedial actions are documented and implemented whenever significant deviations from established performance specifications are identified on the MMU;
  15. Assess recommendations on MMU staff training and continuing medical education needs, provide guidance to medical staff on training opportunities for on-going medical education, continuing medical education, and continuing education unit needs;
  16. Other related services as deemed necessary by the **COUNTY**. If these other services result in documented need for additional staff, a contract amendment shall be initiated.
- b) One part-time (.5) Contract Manager.
- c) One (1) full time administrative support staff person for Medical Director.

d) One (1) full-time Quality Assurance Coordinator. The Quality Assurance Coordinator shall assist in the development and implementation of Quality Assurance/Quality Improvement activities including:

1. Participate in collection and submission of required data to the Health Resources Services Administration via the Uniform Data System (UDS);
2. Collect required HEDIS measures and submit reports and corrective action plans as required by **COUNTY**;
3. Update and maintain credentialing and privileging data for clinical staff as needed;
4. Facilitate medical chart review under the direction of the Medical Director.

e) Five full-time and one part-time Clinical Care Coordinators (5.1 FTE). The Clinical Care Coordinators shall be care coordinators with medical education and experience. They will provide ongoing outreach to clients of the PCHP/ MMU in order to meet their comprehensive health care needs and to promote quality, cost-effective outcomes. Clinical care coordinators will be located in the MMU, St. Petersburg Center, Clearwater Health Center, Pinellas Park Health Center, and Mid-County Health Center and Tarpon Springs Health Center. Clinical Care Coordinators will communicate regularly with clients and will maintain referral tracking and visit follow up systems.

f) One part-time (.5) Volunteer Coordinator.

The personnel in this Section shall exchange and utilize medical and other information necessary for client care in accordance with all State and Federal laws governing its dissemination.

**18. Electronic Data Requirements and Electronic Format Exchanges.**

The **COUNTY** has implemented the Community Help and Electronic Data Application System (CHEDAS), a HIPAA, and HITECH compliant information system. **DOH PINELLAS** shall:

- a) Submit primary care invoices through an agreed upon electronic file transfer protocol (FTP).
- b) Submit pharmacy and dental services invoices through an electronic format approved by the **COUNTY**.
- c) Submit required data reports and assessments as outlined in Section 21 in an electronic format approved by the **COUNTY**.

**DOH PINELLAS** shall provide County free access to the Electronic Medical Records of PCHP/MMU medical home clients in real time, on an ongoing basis. Access will be strictly limited to parties designated by the **COUNTY**.

**19. Licensing.**

**DOH PINELLAS** warrants that all of its health care providers, including but not limited to physicians, physician assistants, advanced registered nurse practitioners, and nurses, meet State statutory requirements and are in good standing with the appropriate State licensing authority.

**20. Record Retention, Audit and Monitoring.**

**DOH PINELLAS** shall retain all records (programmatic, property, personnel and financial) relating to this Agreement for three (3) years or according to the Florida Public Records Act, chapter 119, Florida Statutes, whichever is longer.

All records shall be subject to audit by the **COUNTY** and shall be subject to the applicable provisions of Chapter 119, Florida Statutes. In the event any question arises concerning this Agreement, the **COUNTY** and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the term of this Agreement and record retention



period stated above provided, however, such activity shall be conducted only during normal business hours and shall be at the **COUNTY's** expense.

**DOH PINELLAS** shall:

- a) Comply with the Performance Measures outlined in Section 21 of this Agreement.
- b) Not charge the **COUNTY** for Electronic Health Records or data requests, paper or electronic.
- c) Work with the **COUNTY** to develop additional chronic disease and data templates.
- d) Meet regularly and at least quarterly with the **COUNTY** to evaluate utilization and address any operational issues.
- e) Comply fully with any **COUNTY** initiated consultation review.
- f) Permit the **COUNTY** to conduct routine monitoring to assess compliance with PCHP/MMU policies, procedures, and standards of care. **DOH PINELLAS** shall also allow the **COUNTY** to conduct non-routine audits when deemed appropriate to investigate potential or identified quality issues. Such audits by the **COUNTY** shall take place during regular business hours at a time mutually acceptable to both parties. A statistically significant number of files for PCHP as a whole will be reviewed for routine monitoring.
- g) Cooperate with the direct review of **DOH PINELLAS** medical records by making records and necessary information available no later than 15 business days following the **COUNTY's** request.
  - 1. The reviewer shall provide record review results to the **COUNTY** no later than 10 business days following completion of the review. The **COUNTY** shall provide results to **DOH PINELLAS** no later than 10 business days following receipt of results. In the event that an urgent and extraordinary situation warrants an unexpected record review, **DOH PINELLAS** shall make records and necessary

information available no later than two (2) business days following the **COUNTY's** request.

2. **DOH PINELLAS** and the **COUNTY** agree that any information that is released pursuant to such audit is privileged and confidential and shall be used solely for the purpose set forth here.

The **COUNTY** shall:

- a) Implement a County quality assurance improvement team.
- b) Develop monitoring tools in alignment with the current standards of care, evidenced-based guidelines, and fiscal accountability.
- c) Review any or all aspects of the non-medical operations of the PCHP/MMU and provide recommendations regarding their effectiveness;
- d) Share the results of any monitoring, review or audit addressed in this Section with **DOH PINELLAS**, including any corrective actions.

**21. Reporting Requirements and Performance Measures.**

**DOH PINELLAS** shall submit monthly and quarterly reports utilizing the format established jointly by **DOH PINELLAS** and the **COUNTY**, including but not limited to client-specific data elements as described in Attachment 2 which includes reporting related to the MMU, specialty care and dental services. **DOH PINELLAS** shall submit quarterly performance reports on selected HEDIS measures within 45 days following the end of a quarter. **DOH PINELLAS** shall submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**. If any mistake or omission is discovered in a report, an accurate and complete updated report shall be sent within 15 days of notification of the error. All reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion.

a) The **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required under this Agreement, if previously approved in writing by the **COUNTY**.

b) **DOH PINELLAS** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.

c) If **DOH PINELLAS** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **DOH PINELLAS**.

d) The **COUNTY** reserves the right to modify report formats in order to collect the most meaningful and significant data.

## **22. Data Sharing.**

Upon request, **DOH PINELLAS** agrees to execute a Data Sharing Agreement (Attachment 3) and provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research, and policy development.

## **23. Documentation.**

**DOH PINELLAS** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request.

- a) Past 12 months of financial statements and receipts
- b) All legally required licenses
- c) Latest financial audit and management letter
- d) Biographical data on the **DOH PINELLAS** Director and Medical Director
- e) Equal Employment Opportunity Program
- f) Inventory system – (equipment records)
- g) Current job descriptions for all staff positions
- h) Continuity of Operation Plan (Disaster Preparedness Plan)

**24. Payments During Disaster Recovery.**

The **COUNTY** agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for like services within the community at the request of the **COUNTY**. This period may be extended within the current contract period at the discretion of the Human Services Director.

**25. Assignment/Subcontracting.**

This Agreement, and any rights or obligations hereunder shall not be assigned, transferred, or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**DOH PINELLAS** is fully responsible for completion of the services required by this Agreement and for completion of all subcontracted work. **DOH PINELLAS** shall not subcontract any work under this Agreement to any subcontractor, other than those approved by the **COUNTY**, without the prior written consent of the **COUNTY**, which shall be determined by the **COUNTY** in its sole discretion.

**26. Special Situations.**

**DOH PINELLAS** agrees to inform the **COUNTY** within one (1) business day of any circumstance or event which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **DOH PINELLAS** or the **COUNTY's** ability to protect and serve its participants, or other significant effect on the **DOH PINELLAS** or the **COUNTY**. Incidents shall be reported to the designated **COUNTY** contact listed in Section 28 below by phone or email only. Incident report information shall not include identifying information.

**27. Public Entities Crimes.**

**DOH PINELLAS** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **DOH PINELLAS** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. **DOH PINELLAS** represents and certifies that the **DOH PINELLAS** is and will at all times remain eligible for and perform the services subject to the requirements of these and other applicable, laws. The **DOH PINELLAS** agrees that any contract awarded to **DOH PINELLAS** will be subject to termination by the **COUNTY** if the **DOH PINELLAS** fails to comply or to maintain such compliance.

**28. Conflict of Interest.**

**DOH PINELLAS** shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the **DOH PINELLAS** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **DOH PINELLAS** may identify the prospective business association, interest or circumstance, the nature of work that the **DOH PINELLAS** may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the **DOH PINELLAS**. The **COUNTY** agrees to notify the **DOH PINELLAS** of its opinion within ten (10) calendar days of receipt of notification by the **DOH PINELLAS**, which shall be binding.

**29. Public Records.**

**DOH PINELLAS** acknowledges that information and data managed by **DOH PINELLAS** as part of the services provided under this Agreement may be public records in accordance with Chapter 119, Florida Statutes, and Pinellas County public records policies. **DOH PINELLAS** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and **DOH PINELLAS** policies, including but not limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision of this Agreement relating to compensation, **DOH PINELLAS** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records during the term of this Agreement.

**30. Termination.**

a) The **COUNTY** reserves the right to cancel this Agreement without cause by giving ninety (90) days written notice to **DOH PINELLAS**.

b) The **COUNTY** may terminate this Agreement with cause if at any time **DOH PINELLAS** fails to fulfill or abide by any of the terms or conditions specified in the Agreement. Failure of **DOH PINELLAS** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the **COUNTY**.

c) In the event of termination without cause, the **COUNTY** shall notify **DOH PINELLAS** and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the **COUNTY**.

d) If **DOH PINELLAS** shall use any funds provided by this Agreement for any purposes or program other than authorized under this Agreement, **DOH PINELLAS** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privileges of receiving funds under this Agreement.

e) **DOH PINELLAS** may terminate this Agreement without cause by providing ninety (90) days prior written notice to the **COUNTY**.

**31. Performance.**

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

b) The **COUNTY** and **DOH PINELLAS** shall adopt and maintain standard operating procedures (SOPs) including but not limited to communication and notification procedures, invoice procedures, information reporting and formats, and service delivery standards.

1. Provider and Client Handbooks containing SOPs shall be maintained by the **COUNTY** and posted on the **COUNTY** website.

2. Revision to standard operating procedures pertaining to the Agreement shall be developed jointly by the **COUNTY** and **DOH PINELLAS**.

**32. Modification of Agreement.**

There shall be no modification of this Agreement or of any covenant, condition, or limitation herein contained, unless mutually agreed upon by the **COUNTY** and **DOH PINELLAS** and incorporated as a written amendment to this Agreement.

**33. Independent Contractor.** It is hereby mutually agreed that **DOH PINELLAS** is an independent contractor and its employees and agents are not employees or agents of the **COUNTY**.

**34. Indemnification.**

As the **COUNTY** and **DOH PINELLAS** are public bodies of the State of Florida, the parties agree to be fully responsible for their own acts of negligence and for their respective agents/employees' acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however, that the parties' liability is subject to the limitations imposed by 768.28, Fla. Stat. Nothing herein is intended to act as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this agreement.

**35. Conformity to the Law.**

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

**36. Non-Assignability.**

**DOH PINELLAS** shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the work not previously referenced as part of this Agreement without prior written approval of the **COUNTY**.

**37. Publicity.**

**DOH PINELLAS** shall obtain prior approval from the **COUNTY** before issuing any press release, white paper or other written or electronic document or social media for public consumption regarding the PCHP or MMU except as otherwise provided by law. **DOH PINELLAS** and the **COUNTY** acknowledge and agree that nothing herein is intended to limit compliance with the Florida Open Public records laws pursuant to Chapter 119, Fla. Statutes. **DOH PINELLAS** will not appropriate or make use of the **COUNTY** name or any **COUNTY** trademark without prior written consent of the **COUNTY**.

**38. 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.

**39. Agreement Covered by Florida Law.**

The Laws of the State of Florida shall govern this Agreement



**40. HIPAA / Access to EHRs.**

a) Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, **DOH PINELLAS** 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. **DOH PINELLAS** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement. (See Attachment 4)

b) **DOH PINELLAS** shall provide free access to Electronic Health Records as defined in HIPAA and the HITECH Act, in a real time and ongoing basis. Access shall be provided to the **COUNTY** consistent with the exception allowing such access for treatment, payment or operations of a covered entity.

**41. Agreement Management:**

The parties designate the following persons as liaisons:

Amy Petrila  
Pinellas County Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
(727) 464-8497

Melissa Van Bruggen  
Florida Department of Health-Pinellas County  
205 Dr. Martin Luther King Jr. Street North  
St. Petersburg, FL 33701  
(727) 824-6900 extension 4667

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:  
**Ken Burke**  
Clerk of Circuit Court

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

By: \_\_\_\_\_  
Deputy Clerk

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

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

**FLORIDA DEPARTMENT OF HEALTH**

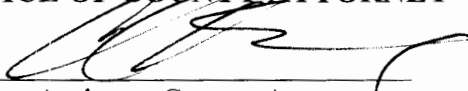
By: \_\_\_\_\_

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

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

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

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

By:   
Assistant County Attorney

**FL Department of Health, Pinellas County**

Revised Budget (Actual Numbers and Notes) 2015-2016

Description	FTE/ENC	Actual FY15 Budget as of Amendment 2	Annualized FY15 Budget	FTE/ENC	Proposed Budget 2015- 2016-12 months
<b>Pinellas County Health Plan</b>					
Encounters based on 27383 enc./year					
Encounters @ \$124.00 (MD/DO)-75% of all encounters	20629	2,558,023	2,558,023	18000	\$ 2,232,000
Encounters @ 105.40 (ARNP)-25% of all encounters	6753.7	711,843	711,843	6000	\$ 632,400
<b>Total PCHP Encounters</b>		<b>3,269,866</b>	<b>3,269,866</b>	<b>24000</b>	<b>\$ 2,864,400</b>
<b>Medical Director's Office</b>					
County Medical Director	1.0	181,823	181,823	1.0	\$ 197,559
Administrative Assistant	1.0	60,350	60,350	1.0	\$ 40,271
Contract Manager	0.5			0.5	\$ 28,283
Quality Assurance Coordinator-O'Brien	1.0	94,892	94,892	1.0	\$ 94,892
Clinic Volunteer Coordinator-Diaz	0.5	19,577	19,577	0.5	\$ 22,722
MMU Care Coordination	1.0			1.0	\$ 62,000
St. Petersburg Center Care Coordinator	1.0			1.0	\$ 62,000
Clearwater Center Care Coordinator	1.0			1.0	\$ 62,000
Pinellas Park Care Coordinator	1.0			1.0	\$ 62,000
Mid County Care Coordinator	1.0			1.0	\$ 62,000
Tarpon Springs Care Coordinator	0.1			0.1	\$ 5,500
5% Administrative Cost		17,832	17,832		\$ 34,961
<b>Total County Medical Director's Office</b>		<b>374,474</b>	<b>374,474</b>	<b>9.1</b>	<b>\$ 734,188</b>

## ATTACHMENT 1

**Mobile Medical Unit-Van**

As per Standard Care for one FTE medical provider, MMU will service 1,800 unduplicated clients, provide 5,400 qualified medical encounters (Cambden Group 2011 Performance )Benchmark). Objective outcomes include quality of care indicators as per UDS requirements will be met.

<u>MMU Dental</u>					
MMU Dental Encounters @ \$109 (DDS) (Includes Expanded)				187	\$ 20,383
MMU Dental Encounters @ \$70 (Hygienist)				53	\$ 3,710
<b>Total Dental Encounters</b>				<b>240</b>	<b>\$ 24,093</b>
<u>MMU Medical</u>					
Registered Nurse	1.0	64,226	64,226	1.0	\$ 56,155
Senior Physician	1.0	156,961	156,961	1.0	\$ 156,961
Supervisor/Case Mgr	0.93	57,507	57,507	0.80	\$ 57,590
Nurse-LPN	1.0	52,863	52,863	1.0	\$ 52,864
Support Staff/Driver	1.0	30,600	30,600	1.0	\$ 32,893
Support Staff (backup driver)	1.0	29,040	29,040	1.0	\$ 34,898
Lab Services-MMU Van Clients		31,226	31,226		\$ 31,266
Expense-including medical supplies, travel, etc.		14,500	14,500		\$ 15,773
5% Administrative Cost		19,560	19,560		\$ 19,568
<b>Total Mobile Medical Unit-Van</b>		<b>456,483</b>	<b>456,483</b>	<b>5.8</b>	<b>\$ 482,061</b>



## ATTACHMENT 1

**Safe Harbor Shelter Clinic**

As per Standard Care for one FTE medical provider, MMU will service 1,000 unduplicated clients, provide 3,000 qualified medical encounters (Camden Group 2011 Performance Benchmark). Objective outcomes include quality of care indicators as per UDS requirements will be met.

Physician Assistant	0.8	124,276	124,276	1.0	\$	113,179
Team Supervisor	0.07	4,312	4,312	0.2	\$	14,398
Case Mgr	1.0	57,251	57,251	1.0	\$	57,252
Nurse	0.9	43,715	43,715	1.0	\$	43,177
Medical Assistant	0.9	43,715	43,715	1.0	\$	39,397
Senior Clerk	1.0	29,813	29,813	1.0	\$	21,840
Lab Services-MMU Safe Harbor Shelter Clinic Clients		10,000	10,000		\$	12,000
Expense-including equipment for set up, medical supplies, travel, etc.		10,000	10,000		\$	20,462
5% Administrative Cost		15,154	15,154		\$	14,462
<b>Total Safe Harbor Shelter Clinic</b>		<b>338,236</b>	<b>338,236</b>	<b>5.2</b>	<b>\$</b>	<b>336,167</b>
<b>Specialty Referral Services</b>						
Transitional analyst (3mos)		12,020	12,020			
Manager	1.0	56,886	56,886	1.0	\$	55,116
Support Staff	3.0	113,800	113,800	3.0	\$	116,434
Referral Specialists	3.0	132,900	132,900	3.0	\$	139,362
Office Supplies, Travel, Expenses, etc.		0	0		\$	35,658
5% Administrative Cost		15,780	15,780		\$	15,546
<b>Total Specialty Services</b>		<b>331,386</b>	<b>331,386</b>	<b>7.0</b>	<b>\$</b>	<b>362,116</b>
<b>Billing Adjudication and Claims Management</b>						
Supervisor	0.2	9,900	13,200	0.2	\$	14,794
Adjudication and Process Staff	4.0	123,668	164,891	5.0	\$	223,955
IT Programmer	0.5	17,168	22,891	0.5	\$	20,847
Other Expenses		10,500	14,000		\$	8,561
5% Administrative Cost		7,537	10,049		\$	12,890
<b>Total Billing Adjudication and Claims Management Services</b>		<b>168,773</b>	<b>225,030</b>	<b>5.5</b>	<b>\$</b>	<b>281,047</b>

## ATTACHMENT 1

<b>Other Services Provided</b>					
Behavioral Health Services for PC		400,000	400,000		\$ 400,000
Behavioral Health Services for MMU and Safe Harbor-Directions		100,000	100,000		\$ 100,000
Specialty Care Services		3,375,000	4,500,000		\$ 3,848,627
Lab Services-Specialty Care		220,000	220,000		\$ 220,000
Prescription Assistance Program		155,000	155,000		\$ 194,575
Community-Based Diabetic Supplies		20,000	20,000		\$ 20,000
Community-Based Diabetic Health Education		50,000	50,000		\$ 50,000
County Use of Space in Centers					\$ 15,000
<b>Total Other Services</b>		<b>4,320,000</b>	<b>5,445,000</b>		<b>\$ 4,848,202</b>
<b>Dental Services</b>					
Encounters @ \$109 (DDS) (Includes Expanded)	4,954	540,000	540,000	4,767	\$ 519,603
Dental Encounters @ \$70 (Hygienist)	1,371	96,000	96,000	1,318	\$ 92,260
<b>Total Dental Encounters</b>		<b>636,000</b>	<b>636,000</b>	<b>6,085</b>	<b>\$ 611,863</b>
<b>Community Dental Team</b>					
Dentist (OPS)	0.6	65,685	65,685	0.6	\$ 65,685
Hygienist	1.0	77,172	77,172	1.0	\$ 76,017
Hygienist for volunteer community based clinics	1.0	77,172	77,172	1.0	\$ 68,865
5% Administrative Cost		11,001	11,001		\$ 10,572
OTHER Expenses		6,860	6,860		\$ 3,300
Homeless Emergency Project (Dental Supplies & Support)		25,000	25,000		\$ 25,000
Community Dental Clinic (Dental Supplies & Support)		15,000	15,000		\$ 15,000
Dental Outreach (Dental Supplies and Support)		10,000	10,000		\$ 10,000
<b>Total Dental</b>		<b>923,890</b>	<b>923,890</b>		<b>\$ 886,302</b>
<b>Total Contract</b>		<b>10,183,109</b>	<b>11,364,366</b>		<b>\$ 10,794,483</b>

**Attachment 2: PCHP FY 2016 Data Report Spreadsheet**

Field Num	Field	Description
1	DOS	Date of Service
2	DOB	Date of Birth
3	Age	Age at Visit. Calculation based on date of service & date of birth
4	Gender	Male, Female
5	First_Name	Patient First Name
6	Last_Name	Patient Last Name
7	SSN	Patient SSN
8	Zip	Zip Code for client's residential address.
9	Homeless	Y/N
10	Race	Code description
11	Ethnicity	Code description
12	CPT/Lab 1	CPT Code associated with ordered labs for that date of service.
13	CPT/Lab 2	CPT Code associated with ordered labs for that date of service
14	CPT/Lab 3	CPT Code associated with ordered labs for that date of service
15	CPT/Lab 4	CPT Code associated with ordered labs for that date of service
16	CPT/Lab 5	CPT Code associated with ordered labs for that date of service
17	CPT/Lab 6	CPT Code associated with ordered labs for that date of service
18	CPT/Lab 7	CPT Code associated with ordered labs for that date of service.
19	CPT/Lab 8	CPT Code associated with ordered labs for that date of service
20	CPT/Lab 9	CPT Code associated with ordered labs for that date of service
21	CPT/Lab 10	CPT Code associated with ordered labs for that date of service
22	Associated Diagnosis	There are multiple ICD-9 codes associated with each of the CPT codes and all will be provided.
23	Medical_Location	Medical Service Site
24	Initial_Visit	Yes/No. This will be based on the County Contract Year (10/1 - 9/30).
25	# of Visits this month	Calculate the number of encounters as of this date of service for the month. (Example - 2 visits in the month, on the first record the value will be 1 and on the second record it will be 2.)
26	# of Visits in contract year	Agreed on 4/4/14 - "year" = "County Contract Year" (10/1 - 9/30). Calculate the number of encounters as of this date of service for the year. (Example - 2 visits in the contract year, on the first record the value will be 1 and on the second record it will be 2.)
27	Appt. Type	Pull from Appointment Schedule (Scheduled or Walk-in)
28	Reason for visit	Urgent, follow-up from ER, specialist referral,
29	BMI	Body Mass Index
30	Number of Missed Appointments	Procedure change in Admitting required to not delete missed appointments. Admitting checks off "No Show" and missed appointments can be calculated. Report at number of missed appointments for the month.
31	Performing Provider Last Name	Service Provider Last Name
32	Performing Provider First Name	Service Provider First Name



## Attachment 2: PCHP FY 2016 Data Report Spreadsheet

Field Num	Field	Description
33	Provider Title	Limited to MD, DO, ARNP, PA
34	ICD-9 Codes	Diagnosis Codes
35	ICD-9 Codes	Diagnosis Codes
36	ICD-9 Codes	Diagnosis Codes
37	ICD-9 Codes	Diagnosis Codes
38	ICD-9 Codes	Diagnosis Codes
39	ICD-9 Codes	Diagnosis Codes
40	ICD-9 Codes	Diagnosis Codes
41	CPT Code	Procedure Code associated with this date of service.
42	CPT Code	Procedure Code associated with this date of service.
43	CPT Code	Procedure Code associated with this date of service.
44	CPT Code	Procedure Code associated with this date of service.
45	CPT Code	Procedure Code associated with this date of service.
46	CPT Code	Procedure Code associated with this date of service.
47	CPT Code	Procedure Code associated with this date of service.
48	CPT Modifier	Modifier(s) associated with the CPT Code.
49	CPT Modifier	Modifier(s) associated with the CPT Code.
50	CPT Modifier	Modifier(s) associated with the CPT Code.
51	CPT Modifier	Modifier(s) associated with the CPT Code.
52	CPT Modifier	Modifier(s) associated with the CPT Code.
53	CPT Modifier	Modifier(s) associated with the CPT Code.
54	CPT Modifier	Modifier(s) associated with the CPT Code.
55	Billed Amount - Medical	Billed Encounter Rate for this Medical office visit
	Referral to Specialty Care Provider	Y/N
	Referral Service Description Code	"Local Code" from Primary Care Referral Codes Table
	Referral Service Description Code	"Local Code" from Primary Care Referral Codes Table
	Referral Service Description Code	"Local Code" from Primary Care Referral Codes Table
	Referral Service Description Code	"Local Code" from Primary Care Referral Codes Table
	Referral Service Description Code	"Local Code" from Primary Care Referral Codes Table
	Referral Service Description Code	"Local Code" from Primary Care Referral Codes Table
	Referral Service Description Code	"Local Code" from Primary Care Referral Codes Table
56	Dental Program	Free Clinic (Volunteer), Healthy Teeth, High Risk, Relief of Pain (when available)
57	Client Program Status	PCHP, MMU, None
58	CDT Code 1	CDT Code associated with dental service for this date of service
59	CDT Code 2	CDT Code associated with dental service for this date of service
60	CDT Code 3	CDT Code associated with dental service for this date of service



**Attachment 2: PCHP FY 2016 Data Report Spreadsheet**

Field Num	Field	Description
61	# Visits Contract Year	Agreed on 4/4/14 - "year" = "County Contract Year" (10/1 - 9/30). Calculate the number of only dental encounters as of this date of service for the year. (Example - 2 visits in the contract year, on the first record the value will be 1 and on the second record it will be 2.)
62	Performing Provider Last Name	Service Provider Last Name
63	Performing Provider First Name	Service Provider First Name
64	Provider Title	Limited to DDS, DMD, DN, DH (Dental Hygienist)
65	Dental Location	Dental Service Site (add locations where Community Dental Team sees clients)
66	Tooth Number	Tooth Number of Extracted Tooth
67	Billed Amount - Dental	Billed Encounter Rate for this dental service
68	Date of Initial or Last Screening	Change local process - create a new service code for BEHAVIORAL SCREENING and must be entered by Primary Care staff.
69	Patient Health Questionnaire (PHQ-9)	Raw Score
70	General Anxiety Questionnaire (GAD-7)	Raw Score
71	Mood Questionnaire (MDQ)	Raw Score
72	Substance Use Questionnaire	Raw Score
73	Referral to Behavioral Health Provider? Y/N	Calculated based on if a PC BEHAVIORAL HEALTH REFERRAL service code is entered. Yes, No, Refused

74 Date of Last Treatment Plan	See subcontract. This information will be provided quarterly
75 Provider Name	See subcontract. This information will be provided quarterly
76 Provider Title	See subcontract. This information will be provided quarterly
77 Provider Type	Psychiatrist, Licensed Clinical Psychologists, LCSW, Other LMH Prof, Other MH staff. Need to add to meet federal reporting requirements
78 Facility	See subcontract. This information will be provided quarterly
79 Diagnosis (Axis 1-5)	See subcontract. This information will be provided quarterly
80 ICD-9 Code	Need to add to meet federal reporting requirements
81 Procedure Codes	See subcontract. This information will be provided quarterly
82 Procedure Codes	See subcontract. This information will be provided quarterly
83 Procedure Codes	See subcontract. This information will be provided quarterly
84 Procedure Codes	See subcontract. This information will be provided quarterly
85 Procedure Codes	See subcontract. This information will be provided quarterly
86 Procedure Codes	See subcontract. This information will be provided quarterly
87 Procedure Codes	See subcontract. This information will be provided quarterly

<b>Field</b>	<b>Description</b>
DOB	Client Date of Birth
Name	Client name
Date Of Service	Date of Service
Tooth #	Tooth number extracted
CDT Code	CDT code
CDT Code	CDT code
CDT Code	CDT code

[illegible]

HEDIS Measure		Standard
1	Persistent Asthma in adults	Appropriate controller medications prescribed.
2	Breast Cancer Screening for women 40-69 years of age	≥ 1 mammograms in the past 2 years.
3	Cervical Cancer Screening for women 21-64 years of age	≥ 1 Pap tests in the past 3 years.
4	Colorectal Cancer (CA) Screening for adults 50-75 years of age	Screening with any of the following: fecal occult blood test during the measurement year; flexible sigmoidoscopy during the measurement year or 4 years prior to the measurement year; or colonoscopy during the measurement year or in any of the nine years prior to the measurement year.
5	Flu Shots for adults	Seasonal Flu Shot during measurement year (Fall 2013 through June 30, 2014)
6	Comprehensive Diabetes Care-for adults. A range of measures are included to allow for exclusions that may apply to select patients.	HgA1c testing during measurement year
		HgA1C control <7 during measurement year
		HgA1c control <8 during measurement year
		HgA1c poor control >9 during measurement year
		LDL-Cholesterol testing during measurement year
		Retinal Eye exam performed during measurement year
		Foot Exam (Monofilament) performed during measurement year
		Blood Pressure Control <140/80, start 10/1/13
		Blood Pressure Control <140/90, start 10/1/13
		Blood Pressure Control <130/<80, audited since 2008
7	Hypertension for adults	Blood Pressure Control (<140/90), start 10/1/13
		Blood Pressure Control (<140/<90), audited since 2008
8	Behavioral Health (BH) Assessment for adults, and Referral if needed.	One or more Behavioral Health (BH) Assessments completed, and
		BH referral if indicated, and
		Referral consult notes returned to the medical home; Scanned into the patient's record.
9	Tobacco Use Assessment and Cessation for adults	≥ 1 Tobacco Use Assessment during measurement year
		≥1 Tobacco cessation counseling during measurement year, and
		≥1 Tobacco cessation methods or strategies discussed 1 during measurement year
10	Chronic Obstructive Pulmonary Disease (COPD) for adults ≥40 years of age * start 10/1/13-	Newly diagnosed/newly active receive spirometry testing to confirm diagnoses
		Appropriate medications prescribed: Systemic Corticosteroids, and
		Bronchodilators.



	New Measures	
11	Adult BMI Assessment	The percentage of adults who had an outpatient visit where their BMI was documented in the past two years.
12	Low Back Pain: Use of Imaging Studies	The percentage of adults with a primary diagnosis of low back pain who did not have an imaging study (plain X-ray, MRI or CT scan) within 28 days of the diagnosis.
12	Tobacco Use Assessment and Cessation for adults	The percentage of adults 18 years of age and older who are current smokers or tobacco users who discussed or were recommended <b>cessation medications</b> during the measurement year.
13	Cholesterol Management for Patients with Cardiovascular Conditions	The percentage of adults 18–75 years of age who were discharged alive for acute myocardial infarction (AMI), coronary artery bypass graft (CABG) or percutaneous coronary intervention (PCI) from January 1–November 1 of the year prior to the measurement year, or who had a diagnosis of ischemic vascular disease (IVD) during the measurement year and the year prior to the measurement year and had each of the following during the measurement year: LDL-C screening, and LDL-C Control (<100 mg/dL).
14	Comprehensive Diabetes Care-for adults.	LDL-C Control (<100 mg/dL) Medical attention for nephropathy (urine microalbumin test).
15	Annual Monitoring for Patients on Persistent Medications	The percentage of adults 18 years of age and older who received at least 180 treatment days of ambulatory medication therapy for the following therapeutic agents during the measurement year, and received at least one therapeutic monitoring event for the therapeutic agent in the measurement year: Angiotensin converting enzyme (ACE) inhibitors or angiotensin receptor blockers (ARB) by monitoring renal function (serum creatinine) Digoxin by monitoring renal function (serum creatinine) or serum digoxin Diuretics by monitoring renal function (serum creatinine)

# Specialty Care Data Elements

## Billable Specialty Referrals

Authorization ID#

Date of primary care visit

If applicable. This will be blank for Ancillary referrals.

Date Referred

Date client was seen in Medical Home and received referral. For specialty care referrals from specialists and hospital post-approvals, use the date the referral was received at DOH

Referral From

Medical Home (MMU, Specific DOH Site), Specialist

MH sites, MMU, MMU-Safe Harbor, Specialist by Contract Name

Referral To (Contract name)

Specialist or "Volunteer"

Specialist by Contract Name, Volunteer name/Specialty

Specialist Type

Service Description from Referral Code table.

Date of Service (Specialist)

Date of Service as indicated on HCFA form.

Last 4 SSN

Last 4 social security number

First Name

Last Name

DOB

Date of Birth

Referral Status

Planned, Provided, Refused

Referral Denial Reason

If applicable.

Post Approval Date

If applicable. For services rendered without prior authorization. This occurs most often for ancillary services rendered while in the hospital as part of care provided by the specialist.

For ancillary care referrals, this date will be the same as the "Date Referred"

Service Site

"Referred to" Facility

This may sometimes be the same as "Referred From".

CPT Codes

(If Approved)

ICD Codes

(If Approved)

Amount Paid

Total Amount Paid

Nov-14	Homeless Emergency Project	Community Dental Clinic
Client Counts		
Primary CDT Code (list below)		Primary CDT Code (list below)
(CDT)		
(CDT)		
(CDT)		
Total # Encounters		
Dentist		
Hygienist		
Unduplicated Clients		
Dentist		
Hygienist		
New Clients		
Dentist		
Hygienist		



### ATTACHMENT 3: Data Sharing Agreement

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as ("Data Collaborative")), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The Florida Department of Health in Pinellas County will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

## 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 \_\_\_\_\_, 2015.

**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 Florida Department of Health in Pinellas County.

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 Human Services.

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 or shall maintain such PHI as otherwise required by law, 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.

3) The parties recognize that BUSINESS ASSOCIATE is a part of an executive branch state agency and as such is bound by the provisions of Chapter 119, Fla. Stat. Nothing herein is intended to alter BUSINESS ASSOCIATE's responsibilities for compliance with law.

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. BUSINESS ASSOICATE agrees to be fully responsible for its own acts of negligence and its' employees'/agents' acts of negligence when acting in the course and scope of their employment, and agrees to be liable for damages proximately caused thereby to the extent of the provisions of 768.28, Fla. Stat.; provided, however, that nothing herein is intended as a waiver of sovereign immunity except as provided in Section 768.28, Fl. Stat, or otherwise as provided by law. Nothing herein shall be construed as consent to be sued by any third party for any cause or matter arising from 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:

Pervinder Birk, CHD Financial Administrator  
205 Dr. Martin Luther King Jr. Street North  
St. Petersburg, FL 33701

If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

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 \_\_\_\_\_, 2015.

**COVERED ENTITY:**

Pinellas County Human Services

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

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

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

**BUSINESS ASSOCIATE:**

Florida Department of Health-Pinellas County

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

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

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

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

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