



BOARD OF COUNTY COMMISSIONERS

DATE: September 10, 2015

AGENDA ITEM NO. 19

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature: 

Subject:

Provider Agreements with BayCare Health System, Inc., Bayfront HMA Medical Center, LLC., and Tarpon Springs Hospital Foundation, Inc. DBA Florida Hospital North Pinellas for eligible clients enrolled in the Pinellas County Health Program and Mobile Medical Unit.

Department:

Human Services

Staff Member Responsible:

Lourdes Benedict, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE PROVIDER AGREEMENT WITH BAYCARE HEALTH SYSTEMS, INC., AND THE PROVIDER AGREEMENT RENEWALS WITH BAYFRONT HMA MEDICAL CENTER, LLC., AND TARPON SPRINGS HOSPITAL FOUNDATION, INC. DBA FLORIDA HOSPITAL NORTH PINELLAS FOR ELIGIBLE CLIENTS ENROLLED IN THE PINELLAS COUNTY HEALTH PROGRAM (PCHP) AND MOBILE MEDICAL UNIT (MMU).

I FURTHER RECOMMEND THAT UPON APPROVAL, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

Under the agreements, participating hospitals will continue to provide ambulatory and non-emergency, inpatient hospital care and related services as outlined for authorized clients who are actively enrolled in the PCHP and the MMU. These programs provide primary care, behavioral health and specialty care services, including pre-authorized hospital inpatient and outpatient procedures, for uninsured adults who meet eligibility criteria. As of June 2015, PCHP/MMU had a current enrollment of 7,523 clients who were eligible for services at all three (3) hospitals.

The contracts establish quarterly operational meetings to coordinate on Emergency Room diversion opportunities, discharge planning and service access. The allocation of funding based on utilization is as follows:

BayCare Health System, Inc.:	\$ 2,400,000.00
Bayfront HMA Medical Center, LLC:	\$ 570,000.00
Florida Hospital North Pinellas:	\$ 30,000.00

The agreements are effective October 1, 2015 through September 30, 2016.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding that participating providers will receive in aggregate is an amount not to exceed \$3,000,000.00 during the term of the agreements. Funding will be provided through the Human Services appropriation for Fiscal Year 2016.

Exhibits/Attachments Attached:

1. Contract Review Transmittal Slip
2. PCHP Hospital Provider Agreement with Baycare Health Systems, Inc.
3. Attachment 1: Electronic Referrals, Claims and Report Submission
4. Attachment 2: Insurance Requirements
5. PCHP Hospital Provider Agreement Renewal with Bayfront HMA Medical Center, LLC.
6. FY15 Hospital Provider Agreement with Bayfront HMA Medical Center, LLC.
7. PCHP Hospital Provider Agreement Renewal with Tarpon Springs Hospital Foundation, Inc. DBA Florida Hospital North Pinellas
8. FY15 Hospital Provider Agreement with Tarpon Springs Hospital Foundation, Inc. DBA Florida Hospital North Pinellas

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: FY 16 Pinellas County Health Program Hospital Provider Agreements	
CONTRACT NO.: number	ESTIMATED EXPENDITURE / REVENUE: \$ 3,000,000.00 Per FY (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: BayCare is a new contract, no renewals were remaining. Bayfront and Florida North are renewals of FY15 with 1 renewal still remaining in those contracts. Funding breakdown is as follows: BayCare \$2,400,000, Bayfront \$570,000, Florida North \$30,000.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Lourdes Benedict	6/10/15 6/11/15	LB TB		
Risk Mgmt: Virginia Holscher CUTO 6/26/15	6-24-15	GW	Insurance reqts for Baycare in Attachment 2. Bayfront & FL Hosp Insurance reqts are in original agreements	added to 3 copies of Baycare AS
Finance:** Cassandra Williams	6/29/15	CB		
OMB:** Bill Berger	7/14/15	2	See attached. Where is Attachment 1 for BayCare?	added AS
Legal: Carl Brody	8/11/15	CB	• Can talk on page 3 • report the process there through separately	noted AS
Assistant County Administrator or Executive Director: Paul Sacco John Bennett	8-18-15	J	# ENROLLED + OTHER EDITS	added corrected memo AS
County Administration				

Please return to Abigail Stanton By ASAP.
All inquiries should be made to Scott Glaeser ext.8-8437.

** See Contract Review Process

Revised 1-5-15

OMB Contract Review

Contract Name	County Health Program Hospital Provider Agreements with: <ul style="list-style-type: none"> Baycare Health System, Inc. Bayfront Medical Center Florida Hospital North Pinellas 		
CATS#	47441	Contract #	N/A

Mark all Applicable Boxes:

Type of Contract							
CIP		Grant		Other	X	Revenue	Project

Contract information:

New Contract (Y/N)	Y	Original Contract Amount	
Fund(s)	0001	Amount of Change	
Cost Center(s)	301215	Contract Amount	\$3,000,000
Program(s)	1569	Amount Available	Total: \$3,000,000
Account(s)	5310017	Included in Applicable Budget? (Y/N)	Y
Fiscal Year(s)	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 BCC agenda item includes agreements totaling an amount not exceed \$3,000,000 with three hospitals for provision of ambulatory medical services and non-emergency inpatient hospital care to clients enrolled in the Pinellas County Health Program. The agreements run from October 1, 2015 through September 30, 2016, with FY16 funded at the same level as FY15. The agreement with Baycare Health Systems (\$2,400,000) may be renewed for two (2) additional one-year periods. The agreements with Bayfront Medical Center (\$570,000) and Florida Hospital North Pinellas (\$30,000) reflect the first renewal of two (2) one-year options provided in agreements approved for FY15.

The agreements are consistent with prior agreements and seek to provide health care needed by indigent residents while diverting the inappropriate use of emergency room facilities. The total funding requirement of \$3.0M is included in the FY16 Proposed Budget.

Analyst: Veronica Ettel

V. Ettel 7/13/15

Ok to Sign: ☒

PINELLAS COUNTY HEALTH PROGRAM
HOSPITAL PROVIDER AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of _____, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and BAYCARE HEALTH SYSTEM, INC., a Florida Not-For-Profit Corporation, whose address is 2985 Drew Street, Clearwater, FL 33759, hereinafter referred to as the "**PROVIDER**".

W I T N E S S E T H:

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

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

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

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

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

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

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

1. Scope of Services

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

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

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

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

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

e) The **PROVIDER** will participate in quarterly operational meetings with the **COUNTY** to collaborate on diversion opportunities, development of shared client outcomes, enrollment promotion, discharge planning, and service connection.

2. Term of Agreement

The services of the **PROVIDER** shall commence on October 1, 2015 and the agreement shall expire on September 30, 2016. This Agreement may be renewed for two (2) additional one (1) year periods after the expiration of the initial term by mutual written agreement of the parties. This option shall be exercised only if all terms and conditions remain the same or are substantially similar and approval is granted by the designated County authority.

3. Compensation

- a) The total annual compensation provided for under this Agreement shall be in an amount not to exceed Two-million, Four-hundred Thousand and No/100 (\$2,400,000.00) dollars for services provided per Section 1 of this Agreement.
- b) **PROVIDER** shall be paid the annual compensation in four equal installments for services rendered during the term of this Agreement.
- c) **COUNTY** shall provide compensation to **PROVIDER** in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section 6. When the required report(s) is/are incomplete or untimely, **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or report(s).
- d) **COUNTY** shall remain a payer of last resort.
- e) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.
- f) In the event that funds available for services under this Agreement become fully encumbered, **PROVIDER** shall not be required to continue to provide any services to enrolled clients until such time as **COUNTY** has funds available for the services.

PROVIDER shall charge no co-pays or balance bill any patient enrolled for services in the Pinellas County Health Program for services related to this Agreement.

- g) Alternatively, payments to **PROVIDER** may be made to the State of Florida pursuant to the Low Income Pool (LIP) Letters of Agreement (LOAs) or subsequently designed state low-income healthcare pool. If the **COUNTY** issues payments to the State of Florida pursuant to the LIP LOAs, funding provided under the LIP LOAs shall be prioritized so that designated funding shall first be used to fund the Medicaid services as provided for in Section 1 (Scope of Services) of this Agreement (including LIP) and used secondarily for other purposes.
- h) Participation in the LIP LOAs by the **COUNTY** shall satisfy **COUNTY'S** responsibility under this section of this Agreement. **COUNTY** will pay **PROVIDER** directly if intergovernmental transfers are returned to the **COUNTY** by the Agency for Health Care Administration.

4. Records

- a) The **PROVIDER** shall keep adequate records and supporting documentation applicable to the delivery of medical services under this Agreement in accordance with **PROVIDER'S** standard policies and procedures. Said records and documentation shall be retained for a minimum of three (3) years from the date this Agreement is completed and accepted by the **COUNTY**. **COUNTY** and its authorized agents shall have the right to review, inspect and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at **COUNTY** expense. To the extent **PROVIDER** uses a third party to provide copies of records and documentation,

pursuant to this section, **COUNTY** shall pay the full cost of such third party expenses.

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

5. Electronic Data Requirements and Electronic Format Exchanges

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

6. Reports

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

7. HIPAA

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

necessary, **PROVIDER** agrees to execute a mutually agreeable HIPAA Business Associate Agreement upon execution of this Agreement.

8. Cancellation

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

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

9. Amendment/Modification.

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

10. Insurance

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

11. Indemnification

The **PROVIDER** shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY** from all suits, actions, and claims of character brought on account

of **PROVIDER'S** negligence, excluding only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

12. Independent Contractor

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

13. Nondiscrimination

PROVIDER shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability or sexual orientation.

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

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

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

14. Prior Agreement, Waiver, and Severability

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

15. Governing Law

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

16. Conformity to the Law

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

17. Agreement Management

Pinellas County Human Services designates the following person as the liaison for the
COUNTY:

Scott Glaeser, Contract Manager
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

The **PROVIDER** designates the following person(s) as the liaison(s) for **PROVIDER:**

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

SIGNATURE PAGE FOLLOWS

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

ATTEST:
Ken Burke
Clerk of Circuit Court

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

By: _____
Deputy Clerk

By: _____
Chairman

ATTEST:
By: Patricia A. Murdoch

BAYCARE HEALTH SYSTEM, INC.

By: Angel R. Mason

Title: CEO

Date: 7/27/15

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney

ATTACHMENT 1

ELECTRONIC REFERRALS, CLAIMS, AND REPORT SUBMISSION

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

1. Referrals and Authorizations

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

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

2. Claims

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

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

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

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

3. Reports

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

ATTACHMENT 2 – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By entering Agreement, PROVIDER acknowledges and agrees that the services will be provided without any limitation on PROVIDER's liability. The County objects to and shall not be bound by any term or provision that purports to limit the PROVIDER's liability to any specified amount in the performance of the services. PROVIDER shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. PROVIDER is deemed to have accepted and agreed to provide the services without any limitation on PROVIDER's liability that PROVIDER does not take exception to in its response. Notwithstanding any exceptions by PROVIDER, the County reserves the right to declare its prohibition on any limitation on PROVIDER's liability as non-negotiable, to disqualify any PROVIDER that includes exceptions to this prohibition on any limitation on PROVIDER's liability, and to proceed with another responsive, responsible Agreement, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By entering Agreement, the PROVIDER acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the PROVIDER's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the PROVIDER harmless in any way related to the services. PROVIDER shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the PROVIDER to be included in the Services Agreement. PROVIDER is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that PROVIDER does not take exception to in its response. Notwithstanding any exceptions by PROVIDER, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Agreement that includes exceptions to this paragraph, and to proceed with another responsive, responsible Agreement, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Within 10 days prior to commencement of work, PROVIDER shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(c) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Agreement and/or contract period.
 - c) All policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, obtained by PROVIDER, and any subcontractors, to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida as an Additional Insured.
 - d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by PROVIDER to the County at least thirty (30) days prior to the expiration date.
 - (1) PROVIDER shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said PROVIDER from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve PROVIDER of this requirement to provide notice.
 - (2) Should PROVIDER, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge PROVIDER for such purchase or offset the cost against amounts due to PROVIDER for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or

ATTACHMENT 2 – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

- e) The County reserves the right, but not the duty, to review and request a copy of PROVIDER's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under this Agreement, PROVIDER shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between PROVIDER and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to PROVIDER to the same extent PROVIDER is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from PROVIDER to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. PROVIDER shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the Agreement and/or is signing the agreement with the County. If PROVIDER is a Joint Venture, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of PROVIDER.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that PROVIDER is only using employees named on such list to perform work for the County. Should employees not named be utilized by PROVIDER, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find PROVIDER to be in default and take such other protective measures as necessary.

ATTACHMENT 2 – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both PROVIDER and subcontractor(s).
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusions are endorsed to the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

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

Limits

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

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

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

PINELLAS COUNTY HEALTH PROGRAM
HOSPITAL PROVIDER AGREEMENT
First Option of Renewal and Amendment 1

THIS AGREEMENT made and entered into as of the ____ day of _____, 2015, by and between the PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and BAYFRONT HMA MEDICAL CENTER, LLC., a Florida Corporation, D.B.A. BAYFRONT MEDICAL CENTER, whose address is 701 6th Street, St. Petersburg, FL 33701, hereinafter referred to as the "**PROVIDER**".

WITNESSETH:

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

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

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

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

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

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

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

Section 1.

This Agreement is hereby renewed pursuant to section two (2) thereof, effective October 1, 2015, and continuing for a period of twelve months from that date unless terminated or cancelled as provided therein.

Section 2.

Section 1 of the aforesaid Agreement is hereby amended to add the following:

- e) The **PROVIDER** will participate in quarterly operational meetings with the **COUNTY** to collaborate on diversion opportunities, development of shared client outcomes, enrollment promotion, discharge planning, and service connection.

Section 3.

Section 3(c) - (e) of the aforesaid Agreement is hereby amended to read as follows:

- c) **COUNTY** shall provide compensation to **PROVIDER** in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section 6. When the required report(s) is/are incomplete or untimely, **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or report(s).
- d) Alternatively, payments to **PROVIDER** may be made pursuant to the Low Income Pool (LIP) Letters of Agreement (LOAs) and/or made pursuant to a Hospital LIP/DSH/SWI Letter of Agreement. If such payments are provided to AHCA pursuant to LIP Letters of Agreement or Hospital LIP/DSH/SWI Letter of Agreement, funding provided under the LIP Letters of Agreement and/or Hospital

LIP/DSH/SWI Letter of Agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid services as provided for in Section 1 of this Agreement (including LIP) and used secondarily for other purposes.

e) Participation in the LIP and/or LIP/DSH/SWI by the **COUNTY** shall satisfy its responsibility under this section of this Agreement. However, in the event that it is determined by the Department of Health & Human Services, Center for Medicare & Medicaid Services that terms and conditions set forth in this Agreement result in payments or other funds received by **PROVIDER** that are in violation of 42 CFR sec. 433.316, the **PROVIDER** shall be responsible for the overpayment. **COUNTY** will pay **PROVIDER** directly if intergovernmental transfers are returned to the **COUNTY** by the Agency for Health Care Administration.

Section 4.

Section 17 of the aforesaid Agreement is hereby amended to read as follows:

The Pinellas County Human Services designates the following person as the liaison for the **COUNTY**:

Scott Glaeser, Contract Manager
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756
(727) 464-8497

Section 5.

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

[Signature Page Follows]

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

ATTEST:
Ken Burke
Clerk of Circuit Court

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

By: _____
Deputy Clerk

By: _____
Chairman

ATTEST:

BAYFRONT HMA MEDICAL CENTER, LLC.

By: Cheryl A. Harvey

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

Date: 8/17/2015

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney

PINELLAS COUNTY HEALTH PROGRAM
HOSPITAL PROVIDER AGREEMENT

THIS AGREEMENT made and entered into as of the 23rd day of September, 2014, by and between the PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and BAYFRONT HMA MEDICAL CENTER, LLC., a Florida Corporation, D.B.A. BAYFRONT MEDICAL CENTER, whose address is 701 6th Street, St. Petersburg, FL 33701, hereinafter referred to as the "**PROVIDER**"

WITNESSETH:

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

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

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

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

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

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

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

1. Scope of Services

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

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

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

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

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

2. Term of Agreement

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

3. Compensation

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

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

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

4. Records

- a) The **PROVIDER** shall keep adequate records and supporting documentation applicable to the delivery of medical services under this Agreement. Said records and documentation shall be retained for a minimum of seven (7) years from the date this Agreement is completed and accepted by the **COUNTY**. **COUNTY** and its authorized agents shall have the right to review, inspect and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at **COUNTY** expense.
- b) **PROVIDER** shall make available to the **COUNTY**, for periodic audit, data prepared under their regular accounting procedures using their normal rate charges for all patients covered by this Agreement. Information shall contain the patient's name and detailed information about the services rendered by **PROVIDER**. Data regarding service provided in furtherance of this Agreement may be separately and directly provided.
- c) This Agreement shall in no way interfere with the treatment procedures of patient as carried by or under the direction of any physician or other authorized

individual.

5. Electronic Data Requirements and Electronic Format Exchanges

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

6. Reports

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

7. HIPAA

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

(Attachment 2).

8. Cancellation

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

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

9. Amendment/Modification.

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

10. Insurance

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

11. Indemnification

The **PROVIDER** shall indemnify, pay the cost of defense and hold harmless the **COUNTY** for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency under this Agreement, and agrees to be liable for any neglect to safeguard work or for any misconduct resulting in injury or damages under this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

12. Independent Contractor

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

13. Nondiscrimination

PROVIDER shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability or sexual orientation.

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

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

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

14. Prior Agreement, Waiver, and Severability

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement,

or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15. Governing Law

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

16. Conformity to the Law

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

17. Agreement Management

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

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

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

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

18. Notices

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:
Ken Burke
Clerk of Circuit Court

By: 

Deputy Clerk

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

By: 

Chairman

ATTEST:

By: 

BAYFRONT HMA MEDICAL CENTER, LLC.

By: 

Kathryn J. Gillette

Title: Chief Executive Officer
Bayfront HMA, LLC

Date: 9/11/14

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 

Attorney