

BOARD OF COUNTY COMMISSIONERS

DATE: August 19, 2008

AGENDA ITEM NO. 29.

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature: 

Subject:

Approval of Final Negotiated Contract - Specialty Care- Pinellas County Health & Human Services
Contract No. 078-0384-P (AM)

Department:

Health & Human Services / Purchasing

Staff Member Responsible:

Maureen Freaney / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD), APPROVE THE FINAL NEGOTIATED CONTRACT FOR SPECIALTY CARE, PINELLAS COUNTY HEALTH & HUMAN SERVICES (HHS) WITH UNIVERSAL HEALTH CARE, INC., ST. PETERSBURG, FLORIDA.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENT BY THE CONTRACTORS, AND AFTER WRITTEN APPROVAL AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST.

Summary Explanation/Background:

On May 9, 2008, the Purchasing Department, on behalf of HHS let a Request For Proposal (RFP) for Specialty Care. On July 7, 2008, the Evaluation Committee consisting of three (3) staff members from the Human Services Department and one (1) representative from the Health Department, along with a representative from Purchasing Department acting as facilitator, met and evaluated the only proposal received.

The Committee evaluated the firm per the following criteria:

- | | |
|------------------------------|------------|
| 1) Approach and Methodology | 250 Points |
| 2) Capability and Experience | 250 Points |
| 3) Cost | 300 Points |
| 4) Report Methods | 200 Points |

The firm's scoring is as follow:

767.13 Points

The RFP release was directly mailed to fifty-two (52) prospective proposers identified by HHS. Although there was interest expressed by several of the prospective proposers through the competitive process, only one proposal was received. Firms expressing interest were contacted; general consensus is that this is a new model of care and firms were not experienced in responding through a competitive process for such a model.

Because these services are in critical need, staff negotiated for a final agreement with the sole proposer.

The finalized contract is now being presented to the Board for consideration. A negotiation team consisting of two (2) staff persons from HHS and one (1) Purchasing Department representative have negotiated a finalized agreement that includes the following:

- An administration fee based on per member per month (pmpm) rate. The pmpm rate is tiered so that a \$14.76 rate will apply to the first 3,000 members per month and a pmpm rate of \$12.00 will apply to members from 3,001 and above with a minimum administration fee of \$30,000 per month. The membership count is limited to only those members referred by HHS to the Contractor and only for the time frame of that member's referral.
- The Contractor will approach current providers under the current contract with the intent to bring those providers on board. These providers should be on board by September 1, 2008 in anticipation of the contract's October 1, 2008 start up date.
- The Contractor agreed to provide customizable reports similar to what the County utilizes.
- The Contractor agreed to provide Electronic Data Interchange (EDI) interface for electronic exchange of billing information, client enrollment information, and diagnostic/services information. The Contractor agreed to use a mutually agreed-upon format and protocol for information exchange including security requirements and adherence to HIPAA guidelines. The Contractor also agreed to support a daily feed for enrollment EDI and at least weekly billing and diagnostic/services EDI.
- The Contractor agreed to allow the Medical Director of HHS to be part of the Physician Advisory Committee.
- The Contractor designated a Point of Contact (POC) for all contract matters and will also provide a POC for financial claims.
- The Contractor agreed to process timely payments to providers including processing clean claims received from providers, within a two (2) week timeframe, and to process claim denials within two (2) weeks.
- The Contractor agreed that referrals will be made to their specialty care providers from primary care providers identified by the County.
- Both parties agreed that hospital admissions will be pre-authorized by HHS and are limited to individuals who are eligible to receive benefits from HHS and are pre-approved/referred by either: 1) a Pinellas County primary care medical home or 2) by a participating plan specialist through a Pinellas County primary care medical home.

This contract is effective as of October 1, 2008, and will continue for a period of twenty-four (24) months. The contract may be renewed for up to two (2) twenty-four (24) month periods if all terms and conditions remain the same and approval is granted by the County Administrator. The options of renewal shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing. Contract renewals may allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100, for the twelve months prior to renewal, or four (4) percent, whichever is less.

Fiscal Impact/Cost/Revenue Summary:

ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED: \$6,500,000.00

(This amount includes administration fees and is an estimate at this time and subject to adjustment as funding is from HHS budget and Low Income Pool funds.)

Funding will be derived from Health & Human Services Department's Budgeted Low Income Pool funds.

Exhibits/Attachments Attached:

1. Contract Review
2. Agreement
3. Evaluation Tabulation Sheet



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

**CATS
NO.:**

25870

PROJECT: SPECIALTY CARE- PINELLAS COUNTY HEALTH AND HUMAN SERVICES

ID NUMBER: 078-0384-P (AM) REQ. NUMBER: N/A

TYPE: Purchase Contract Other: Construction-Less than \$100,000 One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 12 AND 13 **PRODUCT ONLY**

This is an Annual contract. Estimated Expenditure: \$ HHS PLEASE PROVIDE THIS INFORMATION. AMC

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Amelia McFarlane, PA Joe Lauro, Director, Candy Mancuso, Asst. Director	4/16/08	<i>[Signature]</i>	Note to reviewers: Please provide responses to questions/comments made by Purchasing, if applicable at the time. p.11 - del deletion p.12	
2.	Using Department MAUREEN FREANEY/CLIFF SMITH/LYNN KIEHNE	4/21/08 4/22/08 4/23/08	<i>[Signature]</i> MS <i>[Signature]</i>	See p. 16 for additions p.17 cost - 30% reported 20% NONE unless list are applicable	

Using Dept please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Attn: Loretta Hunter (Check applicable box at right)	4/22/08	<i>[Signature]</i>	See pag 12 are	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	4/29/08	<i>[Signature]</i>	See p 15 of RFP. See p.17.	
5.	Asst. County Administrator Attn: Elithia Stanfield	5/1/08	<i>[Signature]</i>	Why is performance bond language deleted on page 11? Just curious. Need to check med mal practice ins. per state law	Included are
6.	Asst. County Administrator Attn: Mark Woodard	5/2/08	<i>[Signature]</i>		
7.	Legal Attn: Michelle Wallace	5/9/08	<i>[Signature]</i>	Agreement Attached	

****RETURN ALL DOCUMENTS TO PURCHASING****

Make all inquiries to: **Amelia McFarlane, CPPB Senior Procurement Analyst** at Extension 43149

In order to meet the following schedule, please return your requirements to Purchasing by: **ASAP**

TENTATIVE DATES
Legal Ad-BID/RFP Mail Out: TBD
BID/RFP Opening: TBD
Board/County Admin/Purchasing Director Approval: TBD

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and Universal Health Care Inc. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for SPECIALTY CARE FOR PINELLAS COUNTY HEALTH AND HUMAN SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 078-0384-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The Contractor hereby agrees to provide the County with SPECIALTY CARE FOR PINELLAS COUNTY HEALTH AND HUMAN SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence October 1, 2008 and continue for a period of TWENTY-FOUR (24) months, unless canceled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties, for TWO (2) additional TWENTY-FOUR (24) month period(s) after the initial contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. Pinellas County reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

7. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq. Contract renewals may allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban

Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100, for the twelve months prior to renewal, or four (4) percent, whichever is less.

8. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for

complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract, at the discretion of Pinellas County.

14. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

15. Documents Comprising Contract. The Contract shall include this Agreement for SPECIALTY CARE FOR PINELLAS COUNTY HEALTH AND HUMAN SERVICES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on May 9, 2008;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Negotiated Points Letter dated July 21, 2008; and
- d. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for SPECIALTY CARE FOR PINELLAS COUNTY HEALTH AND HUMAN SERVICES pursuant to RFP No. 078-0384-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

County Administrator

ATTEST:

By: _____
(Attesting Witness' name/title)

CONTRACTOR

President (Signature)

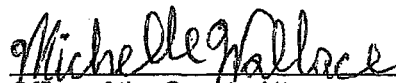
President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney

**BOARD OF COUNTY
COMMISSIONERS**

ROBERT B. STEWART - CHAIRMAN
CALVIN D. HARRIS - VICE CHAIRMAN
RONNIE DUNCAN
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/PPB
Director

July 21, 2008

By: E-MAIL

Universal Health Care
Attn: Jerry Anderson, Vice President of Operations
150 2nd Avenue North
St. Petersburg, FL 33701

RE: Specialty Care- Pinellas County Health and Human Services
Contract No.:078-0384-P (AM)

Dear Mr. Anderson:

At the Negotiation Meeting on July 11, 2008 with County staff from the Purchasing Department, Health and Human Services Department along with you, Cheryl Moss and Chuck Dayhoff representing Universal Health Care (Contractor) the following points were discussed and agreed upon for a finalized contract for the County's Request For Proposal No. 078-0384-P for Specialty Care- Pinellas County Health and Human Services:

1. During the course of the contract the Contractor and the County agree to an administration fee based on per member per month (pmpm) rate. The pmpm rate is tiered so that a \$14.76 rate will apply to the first 3,000 members per month and a pmpm rate of \$12.00 will apply to members from 3,001 and above, with a minimum administration fee of \$30,000 per month. The membership count is limited to only those members referred by Pinellas County Health and Human Services to the Contractor and only for the time frame of that member's referral.
2. The Contractor is willing to approach current providers, under the existing contract with Wellcare, during the following two (2) months with the intent to bring those providers on board. The County will assist the Contractor in this effort by providing a listing of current providers. These providers should be on board by September 1, 2008 in anticipation of the contract's October 1, 2008 start up date.
3. The Contractor can provide customizable reports similar to ones that the County currently utilizes and agrees to provide additional reports as mutually agreed upon.
4. The Contractor agrees to provide Electronic Data Interchange (EDI) interface for electronic exchange (both sending and receiving) of billing information, client enrollment information, and diagnostic/services information. Contractor agrees to work with the County to define and use a mutually agreed-upon format and protocol for information exchange. Contractor agrees to adhere to HIPAA guidelines and security requirements for information exchange. Contractor agrees to support a daily feed for enrollment EDI and at least weekly for billing and diagnostic/services EDI.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



**BOARD OF COUNTY
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ROBERT B. STEWART - CHAIRMAN
CALVIN D. HARRIS - VICE CHAIRMAN
RONNIE DUNCAN
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

Continued- Page 2
Contract No. 078-0384-P (AM)

5. The Contractor agrees to allow the Pinellas County Health and Human Services Medical Director, currently Dr. Paulette Thompson, or her representative to be part of the Physician Advisory Committees.
6. The Point of Contact for the Contractor will be John De Palma, Vice President of Membership. He will provide the County with the name of the Manager that will provide initial day to day customer service for the County. The Contractor will also provide a Point of Contact for financial claims.
7. The Contractor agrees to process timely payments to providers. The Contractor will process clean claims received from providers within a two (2) weeks timeframe. Claim denials will be processed within two (2) weeks.
8. County wants to recover costs incurred under this contract from any available third party, including from Medicaid for clients who receive retroactive eligibility resulting from SSI/SSDI benefit approval, and may partner with the Contractor so as to provide billing services for clients that are identified by the County for a period effective as of October 1, 2008. The terms and conditions of the billing partnership may be negotiated between the County and the Contractor. In the event that the County and the Contractor are unable to agree upon the terms and conditions of the billing service, the Contractor agrees to work with a third party billing agent to recover costs.
9. The Contractor agrees that referrals will be made to their specialty care providers from primary care providers identified by the County.
10. Hospital admission will be pre-authorized by Pinellas County Health and Human Services and is limited to individuals who are eligible to receive benefits from Pinellas County Health and Human Services and are pre-approved/referred by either: 1) a Pinellas County primary care medical home or 2) by a participating plan specialist through a Pinellas County primary care medical home.

It is understood that the above points become part of the Final Agreement as well as the other documents comprising the Agreement to include the Request for Proposal and any addenda issued, along with the Certificate of Insurance required under Section C of the Request for Proposal and the Contractor's proposal response.

Please indicate your agreement to the negotiated points listed above, by signing below as indication of your authority to negotiate and make final decisions on behalf of Universal Health Care.

Sincerely,

Amelia McFarlane, CPPB
Senior Procurement Analyst

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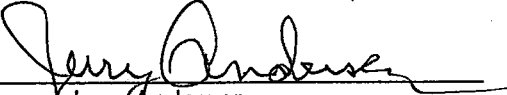
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KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

Agree


Jerry Anderson,
Vice President of Operations

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PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

**RFP TITLE: Specialty Care - Pinellas County Health & Human Services
RFP #: 078-0384-P (AM)**

COMPANY NAME	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL POINTS	TOTAL AVERAGE	RANK
	Joseph Deddo	Lynn Kiehne	Dr. Carlos Rodriguez	Clark Scott			
Universal Health Care	785.00	771.00	727.50	785.00	3068.50	767.13	

Date: July 7, 2008