

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** October 16, 2012  
**AGENDA ITEM NO.** 20

**Consent Agenda**

**Regular Agenda**

**Public Hearing**

**County Administrator's Signature:**

**Subject:**

Letter of Agreement between Pinellas County and the State of Florida, Agency for Health Care Administration, for the Medicaid Buy-Back Program/Memorandum of Understanding for Pinellas County Low Income Pool Grant Fund

**Department:**

Health and Human Services

**Staff Member Responsible:**

Gwendolyn Warren, Director 

**Recommended Action:**

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE LETTER OF AGREEMENT BETWEEN PINELLAS COUNTY AND THE STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION (AHCA) RETROACTIVE TO JULY 01, 2012 AND ALSO RECOMMEND THE BOARD APPROVE AND EXECUTE THE MEMORANDUM OF UNDERSTANDING FOR PINELLAS COUNTY LOW INCOME POOL GRANT FUND BETWEEN PINELLAS COUNTY AND BAYCARE HEALTH SYSTEM, INC.

**Summary Explanation/Background:**

The State Legislature, through the General Appropriations Act of State Fiscal Year 2012-2013, has designated funding for the purpose of providing assistance to hospitals that provide inpatient and outpatient health care services through the Medicaid Program. This funding, titled Medicaid Buy-Back, allows local governments to buy back Medicaid rate reductions up to pre-cut levels by providing the required State Medical Assistance Percentage (SMAP). The source of SMAP must be locally generated tax dollars. The total amount of the Intergovernmental Transfer (IGT) requested in the Letter of Agreement is \$8,550,000.00

Negotiations with BayCare Health System resulted in the following terms of agreement between the County and the hospital system for participation in the FY 2013 Medicaid Buy-Back Program:

- Pinellas County will utilize the funds designated by the Board for indigent health care as the source of funding for this year's Medicaid Buy-Back Program. These funds will be sent to the State via an Intergovernmental Transfer.
- BayCare Health System has agreed to fund expenses of the Pinellas County Health Program via direct payments for inpatient hospital stays through the Hospital Services Agreement with Bayfront Hospital, BayCare Health System and Florida Hospital North Pinellas, the Pharmacy Services Agreement with Sweetbay, and the Home Health and Durable Medical Equipment Agreement with BayCare Health System.

In addition to paying the Pinellas County Health Plan expenses listed above, BayCare will assist in the development and operation of the yet-to-be-constructed Pinellas County Health Campus, which will provide integrated primary and behavioral health care for homeless families with children while also linking these families to much needed community resources and supports. BayCare will provide staff for the primary care medical clinic, work in conjunction with the Pinellas County Health Department to provide public health information and education and co-sponsor and operate the 24 hour respite clinic to allow homeless individuals to recover in a clean, safe environment.



In addition, and in exchange for future match dollars, BayCare Health System will work with the Department to explore and develop integrated health campuses throughout the County – assisting with land procurement, construction, and operations at these clinics where possible – and target services to the five at-risk communities identified in the Department’s *Economic Impact of Poverty* report which was released in May 2012. BayCare will further work with the Department to design and implement the new healthcare delivery system at all County medical homes and identify future strategies and initiatives to increase access to care, reduce costs, improve healthcare, and reduce health disparities among target populations. Integral components of this new delivery system include providing new, integrated behavioral health and substance abuse treatment services, exploring ways to reduce costs in our specialty care network through proper utilization management, accessibility to hospital residents and community clinics to increase access to medical care, and identifying and securing future funding options to sustain indigent health programs including assisting the Department in our efforts to expand our Federally Qualified Health Center designation and applying for public and private grant opportunities to support joint initiatives. Together, we will present future options for the provision of indigent health care to the Board of County Commissioners in the spring of 2013.

The terms of the agreement are codified in a Memorandum of Understanding between the Department of Health and Human Services and BayCare Health System, Inc.

**Fiscal Impact/Cost Revenue Summary:**

The total amount of the Intergovernmental Transfer required by the Letter of Agreement is \$8,550,000.00. Funding for this agreement will come from the Department of Health and Human Services FY2012- 2013 appropriation.

**Exhibits/Attachments Attached:**

1. Contract Review Transmittal Slip
2. Memorandum of Understanding – BayCare Health System, Inc.
  - 2.1 Attachment 1. Master Hospital Services Agreement
  - 2.2 Attachment 2. Sweetbay Pharmaceutical Agreement
  - 2.3 Attachment 3. Community Home Care Medical Services Agreement
3. Letter of Agreement – State of Florida, Agency for Health Care Administration

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

PROJECT: LETTER OF AGREEMENT BETWEEN PINELLAS COUNTY AND THE STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION (AHCA)

CONTRACT NO.: \_\_\_\_\_ ESTIMATED EXPENDITURE / REVENUE: \$8,550,000.00  
 (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment.

Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT: \_\_\_\_\_

REVIEW SEQUENCE	DATE	INITIALS/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED	ORIGINATOR'S INITIALS & DATE
Originator	<u>10/4/12</u>	<u>[Signature]</u>			
Risk Management	<u>10/8/12</u>	<u>VEH</u>	<u>see insurance requirements to be incorporated</u>		<u>KPB 10/9/12</u>
OMB (see Contract Review Process)	<u>N/A</u>				
Finance (see Contract Review Process)	<u>10/4/12</u>	<u>CBW</u>			
Assistant County Administrator	<u>10/4/12</u>	<u>[Signature]</u>	<u>Carl (1 sign last)</u>		
Legal	<u>10/8/12</u>	<u>[Signature] for CH</u>			



Please return to \_\_\_\_\_ by \_\_\_\_\_. All inquiries should be made to \_\_\_\_\_ ext. \_\_\_\_\_. Thank you.

**MEMORANDUM OF UNDERSTANDING FOR  
PINELLAS COUNTY LOW INCOME POOL GRANT FUND**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the \_\_\_\_ day of October, 2012, by PINELLAS COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as “County”), and BAYCARE HEALTH SYSTEM, INC. (“BAYCARE”) (hereinafter jointly referred to as “PARTIES”).

**RECITALS**

**WHEREAS**, the PARTIES to this MOU are critical components regarding the provision of health care services to citizens of Pinellas County; and

**WHEREAS**, the PARTIES also serve those citizens of the County who are unable to afford the increasing costs of health care; and

**WHEREAS**, the PARTIES are interested in improving the quality of health care for all citizens of Pinellas County, but in the context of this MOU, particularly for indigent families in Pinellas County; and

**WHEREAS**, the PARTIES have been in discussions regarding optional structures for most efficiently providing health services through a strengthened relationship; and

**WHEREAS**, BAYCARE is the preeminent health facility in the County and as such, is uniquely positioned to take a lead role in these and other future projects; and

**WHEREAS**, BAYCARE has always been a willing partner to improve health care and increase health access to low income uninsured county residents; and

**WHEREAS**, BAYCARE’S commitment to and investment in community health is evident and a strengthened partnership between BAYCARE and the Department of Health and Human Services will greatly improve community health outcomes in Pinellas County; and

**WHEREAS**, the County is interested in leveraging the funding it provides for public health care to the maximum extent possible; and

**WHEREAS**, in previous years, the PARTIES have entered into agreements that allowed the County to gain maximum benefit from its funding of local health care by participation in the Medicaid Buy-Back program; and

**WHEREAS**, the County is willing to contribute a greater percentage of its funding for health care funding into the Medicaid Buy-Back program in order to receive funds from the state which funds will be received by BAYCARE; and

**WHEREAS**, it is expected that funds received by BAYCARE through the Medicaid Buy-Back program will be used in order to maintain and support current programs provided by the County consistent with the Pinellas County Health Plan; and

**WHEREAS**, it is expected that BAYCARE increase its collaboration with the County regarding health care issues related to homeless families; and

**WHEREAS**, the County has highlighted the intent of this relationship through a letter which is attached to this MOU; and

**WHEREAS**, this MOU is a vehicle for formalizing this intent in order to allow the first steps toward realization of these above goals to be achieved; and

**WHEREAS**, this MOU will also provide specific responsibilities between the PARTIES based on the consideration provided for the provision of services by BAYCARE and other third party health care providers; and

**WHEREAS**, the PARTIES agree to abide by the terms of this MOU.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

**ARTICLE I  
OBLIGATIONS OF THE PARTIES**

1.1 Initial Effective Date of Performance. The obligations created under this MOU shall become effective on November 1, 2012.

1.2 County Disbursement. The County agrees to participate in the Medicaid Buy-Back program in the amount of \$8,550,000.00 (Eight Million Five Hundred and Fifty Thousand Dollars 00/00), and to direct that these funds be returned to BAYCARE under the terms of the Medicaid Buy-Back program (the “**County Disbursement**”).

1.3 Service to be Provided. BAYCARE, in consideration of the County Disbursement referenced above, shall compensate providers under the following County contracts for FY 12/13 in the following amounts:

- a. \$3,000,000.00 (Three Million Dollars 00/00) for the Pinellas County Master Hospital Services Agreement (Attachment #1);
- b. \$5,000,000.00 (Five Million Dollars 00/00) for the Sweetbay Pharmaceutical Services Agreement (Attachment #2); and
- c. \$550,000.00 (Five Hundred and Fifty Thousand Dollars 00/00) for the Home Health Agreement \$550K (Attachment #3).

1.4 Coordinated Participation. BAYCARE, in consideration of the County Disbursement and additional leveraged funds received from the state of Florida thereby and for future consideration provided through state and federal health care programs, agrees to coordinate with the County during the term of this MOU as follows:

- a. BAYCARE will coordinate with the County to explore an integrated healthcare delivery system with health campuses located throughout the County focusing on the 5 (five) *economic impact zones* highlighted in the Healthy Communities Initiative.
  
- b. BAYCARE agrees to sponsor the County's 15,000 – 20,000 square foot indigent care medical clinic that will service approximately 8,000 homeless individuals and families, and provide (among other services) primary care, prevention services, behavioral health care, substance abuse treatment, and respite care (the "**Medical Clinic**"). The Medical Clinic is currently in the design phase and is set to open in 2015. BAYCARE's sponsorship of the Medical Clinic will be as follows:
  1. Design. BAYCARE will provide personnel resources to provide high level advice and guidance to the County on the design, development, and operation of the Medical Center.
  2. Equipment. BAYCARE will provide beds and equipment to the Respite Center of a type and amount to be mutually agreed upon by the Parties.
  3. Primary Care. BAYCARE will provide 3-5 physicians, residents, and/or mid-level providers of a composition and schedule to be mutually agreed upon by the Parties.
  4. Behavioral Health. BAYCARE will coordinate with the County to develop an integrated clinic pilot program that could be used by the County and BAYCARE to develop an innovative behavioral health service delivery model.
  5. Respite Center. BAYCARE will provide adequate staff and on-call emergency room physicians to staff the Medical Clinic's 10 bed Respite Center with a composition and schedule to be mutually agreed upon by the Parties .
  
- c. BAYCARE will coordinate with the County in order to identify future health strategies and initiatives to increase access to health care, reduce costs, improve healthcare, and reduce health disparities among target populations. Key components of this delivery system may include:
  1. Integrated primary care, behavioral health, and substance abuse treatment services;
  2. A more appropriate specialty care network, tailored to the unique needs of our client population and with independent utilization management oversight;
  3. Increased accessibility to additional community clinics and medical staff through BAYCARE; and
  4. Securing funding through joint grant applications to sustain indigent health programs, including assisting the County with its application to expand its Federally Qualified Health Center designation.

- d. The PARTIES will present future options for the provisions of indigent health care to the Board of County Commissioners in the spring of 2013.

1.5 Adequate Safeguards for Health Information. The PARTIES warrant that they shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this MOU.

1.6 Confidentiality and Disclosure. BAYCARE shall retain the confidential nature of its results and any personal health information it obtains through its participation under this MOU and shall execute a Business Associate Agreement with the County as required by HIPAA.

1.7 Use of Subcontractors and Agents. BAYCARE shall require each of its agents and subcontractors that receive Health Information from BAYCARE to execute a written agreement obligating the agent or subcontractor to comply with all HIPAA requirements with respect to such Health Information.

1.8 Fiscal Non-Funding. In the event sufficient budgeted funds are not available for a new fiscal period or sufficient funds are not budgeted for the continuation of the coordination planned pursuant to this MOU, the County shall notify BAYCARE of such occurrence and the MOU shall terminate on the last day of the fiscal period for which committed funds are available.

## **ARTICLE II TERM & DISPUTE RESOLUTION**

2.1 Term. The term of this MOU shall commence on November 1, 2012 and continue through September 30, 2013 unless: (a) County Disbursement received under section 1.2 of this MOU have not been fully expended, (b) the Agency for Health Care Administration reconciles the amount of the County Disbursement such that there are insufficient funds to provide the services set forth in this MOU, or (c) as otherwise agreed between the PARTIES to reduce or increase the duration of the term. Upon termination or expiration of this MOU for any reason, the PARTIES' obligations and responsibilities set forth in this MOU shall cease as of the effective date of such termination/expiration.

2.2 Dispute Resolution. All disputes arising out of this MOU shall be discussed between the PARTIES through informal mediation sessions prior to a party taking any other action.

## **ARTICLE III EMPLOYEES**

3.1 At no time shall the employees of BAYCARE be deemed to be employees or agents of the County nor shall the employees of the County be deemed to be employees or agents of the BAYCARE. Each PARTY shall have supervisory responsibility for its personnel, provided always that all medical services are provided in a manner consistent with professional standards governing those services.

3.2 All wage and disability payments, pensions, Workers' Compensation claims, and medical expenses shall be paid by the employing PARTY.

3.3 Indemnification. BAYCARE 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 BAYCARE's negligence; excepting only such injury or damage as shall have been occasioned by the negligence of the County. The first ten dollars (\$10.00) of compensation received by BAYCARE represents specific consideration for this indemnification obligation.

3.4 Licensing. BAYCARE and County each warrant that all of its health care providers, including, but not limited to, physicians, advanced registered nurse practitioners, nurses and other health care professionals, meet statutory requirements and are in good standing with the appropriate state licensing authority. In addition, each party represents and warrants that it has all the necessary qualifications, certifications and/or licenses required by federal, state, or local laws and regulations to provide the services required under this MOU.

#### **ARTICLE IV MISCELLANEOUS**

4.1 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to HIPAA and the HITECH Act are rapidly evolving and that amendment of this MOU 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, HITECH and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that County must receive satisfactory written assurance from BAYCARE that BAYCARE will adequately safeguard all Health Information that it receives or creates under this MOU with the County. Upon County's request, BAYCARE agrees to promptly enter into negotiations with County, concerning the terms of any amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, HITECH or other applicable laws.

4.2 Severability. If any provision of this MOU 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.

4.3 Notices. All notices required under this MOU shall be delivered to the administrative head of the County or BAYCARE as the case may be.

4.4 Independent Status. BAYCARE is and shall remain an independent and separate entity from the County.

4.5 Compliance with Laws. The PARTIES agree to comply with all applicable federal, state, or local laws applicable to the performance of this MOU.



4.6 Execution. This MOU 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 MOU.

**ARTICLE V  
INSURANCE**

5.1 Minimum Insurance Requirements. Upon the request of County, BAYCARE must provide a Certificate of Insurance in accordance with the insurance requirements set forth in this Section. (See attachment 4)

**<REMAINDER OF PAGE LEFT INTENTIONALLY BLANK>**

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU effective as of the date first stated above.

ATTEST:  
KEN BURKE  
Clerk of Circuit Courti

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

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

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

Date: \_\_\_\_\_

ATTEST:

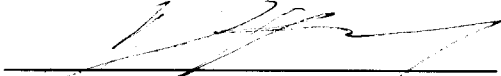
**BAYCARE HEALTH SYSTEM, INC.**

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

By: \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

  
\_\_\_\_\_  
Attorney

No. 25  
BCC 09-18-12  
2:03 P.M. Schmidt/BURGESS

#25 Master Pinellas County Health Plan Provider Agreement between the Pinellas County Board of County Commissioners and local Pinellas County hospitals approved and execution of individual agreements authorized; total funding under the agreement not to exceed \$3,000,000.00 for the period October 1, 2012 through September 30, 2013 (Health and Human Services).

Motion - Commissioner Welch  
Second - Commissioner Latvala

In response to query by Commissioner Brickfield, Administrator LaSala confirmed that the Pinellas County Health Program Trust Fund Account was established by the Board for the Low Income Pool (LIP) funds matched by the state.

Noting that the hospitals have historically treated patients beyond \$3 million in costs, Commissioner Seel requested that the hospitals identify the value of services provided above and beyond the \$3 million in funding, and whether the County's health plan has reduced the number of emergency room visits, noting that she believes more than \$3 million in services are being used by County health plan clients; whereupon, she provided input regarding internal documentation relating to who the health plan diverted from the emergency rooms, and expressed appreciation to the hospitals for providing additional services with less financial support. Commissioner Bostock indicated that although she supports Commissioner Seel's request for data, she believes the measures should also be defined and tracked internally as a form of verification and to ensure that the measures are looked at from both sides; and requested that the data from the hospitals be aggregated by uncompensated care and County health plan patients.

Vote - 7 - 0

**MASTER PINELLAS COUNTY HEALTH PLAN PROVIDER AGREEMENT**

THIS AGREEMENT made and entered into as of the \_\_\_\_ day of September, 2012, by and between the PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, hereinafter referred to as the "PROVIDERS".

WITNESSETH:

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 PROVIDERS; and

WHEREAS, the COUNTY provided the opportunity for hospitals in the community to participate in the Pinellas County Health Program through the County bid process; and

WHEREAS, the COUNTY did not receive bids for provision of the requested services; and

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

WHEREAS, participation by the COUNTY and the PROVIDERS in this program will increase provision of health care services in Pinellas County; and

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

WHEREAS, COUNTY desires to increase access to health care for the indigent through Pinellas County Health Program medical homes for those receiving County assistance; and

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

WHEREAS, the COUNTY is committed to assisting residents requiring medical care; and

WHEREAS, the PROVIDERS have staff and facilities available to provide medical care to eligible Pinellas County residents.

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

I. GRANT OFFER TO PROVIDERS

The COUNTY hereby makes a grant offer to the PROVIDERS under the terms and conditions of this Agreement and applicable rules and regulations of the Board of County Commissioners of Pinellas County

II. SCOPE OF MEDICAL SERVICES

a) The PROVIDERS shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Plan as authorized by the Pinellas County Department of Health and Humans Services:

1. Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
2. Inpatient care services.
3. Inpatient pharmacy, medical/surgical supplies, pathology and anesthesiology and all other services such as ancillary diagnostic imaging as related to inpatient stays.

4. Inpatient rehabilitation services as related to approved PROVIDERS admissions.
5. Radiology and other ancillary services for outpatient County clients.
6. Skilled nursing services.

b) The PROVIDERS will work with COUNTY to enroll potential clients who appear eligible based on financial screening done at PROVIDERS sites.

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

d) Provision of medical services shall be performed consistent with the standards provided for in the Pinellas County Health Plan Providers Manual.

### III. COMPENSATION

a) The total compensation provided for under this Agreement shall be in an amount not to exceed Three Million and No/00 Dollars (\$3,000,000.00) to be apportioned between Providers for services provided per Section II of this Agreement.

b) PROVIDERS shall be paid on a quarterly basis for services provided during the term of this Agreement. On quarterly basis, PROVIDERS shall submit documentation consistent with Section VII of this Agreement.

c) COUNTY shall reimburse PROVIDERS in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section VII. When the required monthly report(s) is/are incomplete or untimely, COUNTY may hold 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, PROVIDERS shall continue to provide services to enrolled County clients, to the extent specified in this Agreement, through the remainder of term of this Agreement, at no additional expense to COUNTY. PROVIDERS shall charge no co-pays or balance bill any patient enrolled for services in the Pinellas County Health Plan for services related to this Agreement.

#### IV. PERIOD OF AGREEMENT

This Agreement shall be in effect from October 01, 2012 and shall be in full force and effect between COUNTY and PROVIDERS up through and including September 30, 2013 and may be renewed as provided for under Section XI of this Agreement.

#### V. RECORDS

a) The PROVIDERS 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) PROVIDERS 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 PROVIDERS. 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.

## VI. ELECTRONIC DATA EXCHANGE

a) The COUNTY is implementing a new computer system during the term of this Agreement.

b) PROVIDER agrees to work with the COUNTY to implement automated electronic data exchanges contributing in the following areas:

1. Definition of a reasonable schedule that meets the project constraints.
2. Definition of exchange format, focusing on standards for exchange protocols whenever possible.
3. Setup and maintain HIPAA-compliant, secure FTP site to exchange data.
4. Exchange test data files and verify file is compliant with agreed upon intervals that meet the County's business needs.

## VII. REPORTS

a) PROVIDERS shall produce standardized quarterly reports, utilizing the format established by the County in its Policies and Procedures including, but not limited to, the following information: client identifier, client street, city, and zip code address, start and end dates of service, place of service, service type, referral source, referring physician, ICD9 and CPT diagnostic codes, Medicaid reimbursement rate for services rendered, number of unique clients served, average cost per client, frequency of diagnoses, average cost by diagnosis and



average length of service. Quarterly reports are due on or before the fifteenth day of the last day of the prior month.

b) The County reserves the right to modify report formats with the aim to collect the most meaningful and significant data.

#### VIII. CANCELLATION OF AGREEMENT

a) Failure of the PROVIDERS 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 PROVIDERS.

#### IX. WAIVER OR MODIFICATION

There shall be no waiver or modification of this Agreement or of any covenant, condition or limitation herein contained unless mutually agreed upon by the COUNTY and the PROVIDERS and incorporated as written amendments to the Agreement.

#### X. RENEWAL OPTION.

This Agreement may be extended as agreed to in writing by the Parties and subject to written notice of agreement from the County and the Agency beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the Board of County Commissioners.

## XII. INDEMNIFICATION

The PROVIDERS agree to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. 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.

## XIII. INDEPENDENCE OF PROVIDERS

It is understood and agreed that the PROVIDERS are not agents, employees or representatives of the COUNTY. The PROVIDERS are and shall remain an independent contractor with respect to all services performed under this Agreement. No partner relationship between the COUNTY and the PROVIDERS is created or intended by this Agreement. None of the directors, officers, principals or partners of the PROVIDERS shall be deemed to be employees of the COUNTY for any purpose whatsoever.

## XIV. CONFORMITY TO THE LAW

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

b) PROVIDERS agree to maintain all appropriate State of Florida insurance certifications and shall maintain necessary licenses and certifications for the term of this Agreement.

## XV. NON-DISCRIMINATION

a) PROVIDERS 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, color, religion, national origin or disability. PROVIDERS shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

b) At no time will patients served under this Agreement be segregated or separated in a manner that may distinguish them from other patients in the PROVIDERS.

XVI. NON ASSIGNABILITY

No interest under this Agreement may be assigned, nor duties hereunder delegated, without prior written consent of the Board of County Commissioners. In case such consent is given, the PROVIDERS shall file with the Board of County Commissioners copies of all subcontracts. No subcontract or transfer of Agreement shall in any case release the PROVIDERS of any liability under the Agreement.

XVII. SEVERABILITY

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.

XVIII. AGREEMENT COVERED BY FLORIDA LAW

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

XIX. AGREEMENT MANAGEMENT

The Pinellas County Human Services Department designates the following person as the liaison between the COUNTY and the PROVIDERS:

Massiel Garcia-Tanner  
Pinellas County Human Services Department  
2189 Cleveland Street  
Clearwater, Florida 33765  
(727) 464-8420

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

PROVIDER:

\_\_\_\_\_

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

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

**Pinellas County Health Plan Provider Allocations  
2012-2013**

HOSPITAL	AMOUNT
Bayfront Medical Center	\$ 1,141,050.00
Baycare	\$ 1,731,450.00
Florida Hospital North Pinellas	\$ 127,500.00
<b>TOTAL</b>	<b>\$ 3,000,000.00</b>

(revised 9-25-12)

FIRST TERM EXTENSION

This First Term Extension, made and entered into on this 1 day of June, 2012, 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 Kash N Karry Food Stores, Inc. d/b/a Sweetbay Supermarket, Tampa, Florida, hereinafter referred to as the "CONTRACTOR,"

WITNESSETH:

WHEREAS, COUNTY has previously determined it had a need for Pharmacy Services for Health & Human Services, and after bidding competitively for such services pursuant to Request for Proposal 089-0197, COUNTY and CONTRACTOR have entered into an agreement, hereinafter "Agreement," for such services; and

WHEREAS, said Agreement contains two (2) additional twelve (12) month extensions under the same terms and conditions;

WHEREAS, the parties now desire to exercise this First Term Extension;

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

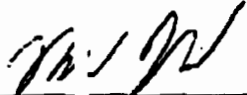
1. The Agreement is hereby extended pursuant to Section 2 thereof, effective beginning June 2, 2012 and continuing for twelve (12) months from that date unless terminated or canceled as provided therein.
2. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect.

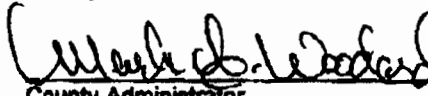
Attachment 2

IN WITNESS WHEREOF the parties herein have executed this Agreement for Pharmacy Service for Health & Human Services pursuant to Bid No. 089-0197-P as of the day and year noted above.

Contractor:

PINELLAS COUNTY, FLORIDA  
by and through its  
County Administrator


  
\_\_\_\_\_  
President (signature)  
MIKE VAIL  
\_\_\_\_\_  
President (printed name)

  
\_\_\_\_\_  
County Administrator  
C. B. S.

ATTEST

ATTEST:

By:   
\_\_\_\_\_  
(Attesting Witness' name/title)

By:   
\_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Office of the County Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of June, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Kash N Karry Food Stores, Inc. dba Sweetbay Supermarket, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 089-0197-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 PHARMACY SERVICES FOR HEALTH & 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. Term of Agreement/Term Extension. Services performed pursuant to this Contract shall commence June 2, 2009 and continue for a period of thirty-six (36) months, unless canceled or terminated as provided herein. The actual Pharmacy Services shall commence August 1, 2009. The Contract may be extended subject to written notice of agreement from the County and successful bidder, for two (2) additional twelve (12) month(s) period beyond the primary contract period. The extension 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.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.



4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. 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. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to terminate.

Failure of the Contractor 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 sole discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to terminate 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 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 Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. 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 Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et seq.

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

8. Audit. The Contractor shall retain all records relating to this Agreement 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).

9. 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 Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. 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 Agreement, 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 Agreement. The Agreement for PHARMACY SERVICES FOR HEALTH & 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 February 18, 2009;
- b. Contractor's Proposal.
- c. Negotiated Points Letter dated May 18, 2009 including Attachments A and B; and
- d. Contractor's Certificate of Insurance required under Section C of the Request for 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 PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES pursuant to RFP No. 089-0197-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its Board of County  
Commissioners  
*Cathy Estlin*  
Chairman

CONTRACTOR  
*[Signature]*  
President (Signature)  
MICHAEL VAIL  
President (Printed Name)

ATTEST:  
KEN BURKE

*[Signature]*  
Deputy Clerk

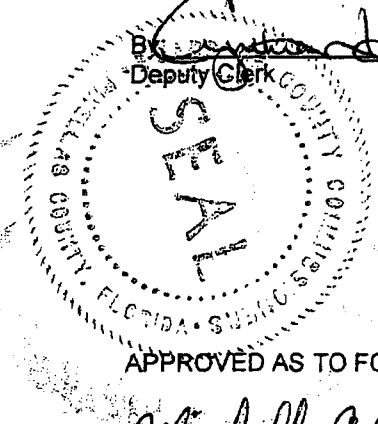
[Corporate Seal]

ATTEST:

By: *[Signature]*  
(Attesting Witness' name/title)  
LEROY ALLEN  
DIRECTOR OF REAL ESTATE

APPROVED AS TO FORM:

*Michelle Wallace*  
Office of the County Attorney



**COMMUNITY HOME CARE MEDICAL SERVICES AGREEMENT  
Final Option of Renewal and Amendment No. 2**

**THIS AGREEMENT** made and entered into this 18 day of SEPT, 2012, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and the **BAYCARE HOME CARE, INC.**, herein after referred to as "Provider."

**WITNESSETH:**

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, participation by the County and the Provider in this program will increase provision of health care services in Pinellas County; and

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

WHEREAS, the County after full consideration determined that the Provider provides the broadest geographical coverage for provision of services to residents of Pinellas County enrolled in the Pinellas County Health Program; and

WHEREAS, the Board of County Commissioners is committed to assisting residents requiring medical care; and

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

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

1. The Contract is hereby renewed pursuant to section one (1) thereof, effective upon expiration of the initial term ( September 30, 2012) and continuing for twelve (12) months from that date unless terminated or cancelled as provided therein.

2. Section 7. Attachment A is hereby amended as follows:

1. Amended implementation date to read: Fall 2012

2. Amended Section 2. CLAIMS to read:

- a. No. 1. - Use the authorization ID for service when submitting claims for services rendered.
- b. Added No. 5 – All claims shall be submitted by the contracted PROVIDER with the proper NPI number

c. Included the name of the COUNTY'S designated clearinghouse:  
Emdeon

3. Section 21. is hereby amended to read:

Massiel Garcia-Tanner  
Pinellas County Department of Health and Human Services  
2189 Cleveland St Ste 266  
Clearwater Fl 33765  
727-464-8420

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

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

ATTEST:

Ken Burke  
Clerk of Circuit Court

By: *Nancy D. Lopez*  
Deputy Clerk

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

By: *John Mousoni*  
Chairman

ATTEST:

By: *Matthew Baur*

BAYCARE HOME CARE, INC.

By: *Dave E. [Signature]*

Title: *Vice President*

Date: *9/15/2012*

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*  
Attorney

**CONTRACT SERVICES  
ELECTRONIC REFERRALS, CLAIMS, AND REPORT SUBMISSION**

**Provider is advised that these are preliminary requirements and the County may need to make modifications to the requirements/format during the implementation phases of the Community Help and Electronic Data Application System (CHEDAS). The County shall provide updates and assistance as required.**

The Pinellas County Department of Health and Human Services (HHS) shall be implementing a HIPAA and HITECH-compliant system through the County-administered Community Help and Electronic Data Application System (CHEDAS) for providers/partners to submit referral requests to HHS through a web portal, to receive approved/denied authorizations for referred services through the same web interface, and to submit claims through an authorized Clearinghouse (**Emdeon**). The expected implementation date for this system is during Fall 2012.

**1. Referrals and Authorizations**

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

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

**2. Claims**

Providers shall include the following information in all claims for HHS-authorized services:

1. Use the authorization ID for service when submitting claims for services provided.
2. Transactions for all services provided to eligible members will be submitted, including capitated services, such as labs, nutritional services, disease case management, volunteer services, etc.
3. Charges for services shall be billed at the contracted rates, including no charge for services capitated under another heading.
4. Send data elements that Pinellas County designates as necessary for adjudicating claims.
5. All claims shall be submitted by the contracted PROVIDER with proper PROVIDER NPI number.

Providers shall submit claims through the following manner:

<input checked="" type="checkbox"/> County-designated Clearinghouse ( <b>EMDEON</b> )
<input type="checkbox"/> Direct connection to CHEDAS system (see ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC FORMAT EXCHANGES Contract Addendum for additional information).
<input type="checkbox"/> Manual (paper) invoices.
<input type="checkbox"/> Other: _____.

**3. Reports**

Providers shall submit contract-required reporting through the CHEDAS Community Module if available, rather than hardcopy or through other electronic format such as Word or Excel.

Rev. 07/06/12

**COMMUNITY HOME CARE MEDICAL SERVICES AGREEMENT  
1<sup>st</sup> OPTION OF RENEWAL AND AMENDMENT No. 1.**

THIS AGREEMENT made and entered into this 9 day of August, 2011, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and the BAYCARE HOME CARE, INC., herein after referred to as "Provider."

**WITNESSETH:**

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, participation by the County and the Provider in this program will increase provision of health care services in Pinellas County; and

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

WHEREAS, the County after full consideration determined that the Provider provides the broadest geographical coverage for provision of services to residents of Pinellas County enrolled in the Pinellas County Health Plan; and

WHEREAS, the Board of County Commissioners is committed to assisting residents requiring medical care; and

WHEREAS, the Provider has a staff and facilities available to provide medical care to eligible Pinellas County residents; and

WHEREAS, said Contract contains Two (2) additional Twelve (12) Month options of renewal upon expiration of the initial term; and

WHEREAS, the parties now desire to exercise this first option of renewal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herinafter contained, it is agreed by and between the parties hereto as follows:

1. The Contract is hereby renewed pursuant to Section 13 thereof, effective upon expiration of the initial term (September 30, 2011) and continuing for twelve (12) months from that date unless terminated or cancelled as provided therein.



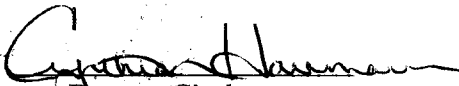
2. Section 7(b) is hereby amended as follows:  
Comply with the County's Electronic Data Requirements and Electronic Exchange Formats as specified in Revised Attachment A. (See Revised Attachment A)
3. The Pinellas County Health Plan (PCHP) shall now be known as the Pinellas County Health Program (PCHP)
4. Section 21. is hereby amended to read:  
Geni Trauscht  
Pinellas County Department of Health and Human Services  
647 1<sup>st</sup> Ave N  
St. Petersburg FL 33701  
727-582-7553
5. Except as provided herein, all other terms and conditions of the Contract remain in full force and effect.

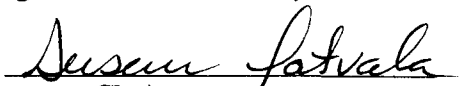
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first written above.

ATTEST:

Ken Burke  
Clerk of Circuit Court

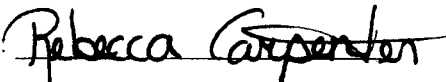
PINELLAS COUNTY, FLORIDA, acting by and  
through its Board of County Commissioners

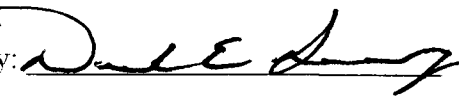
By:   
Deputy Clerk

By:   
Chairman

ATTEST:

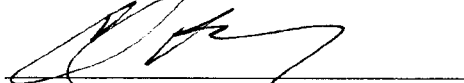
BAYCARE HOME CARE, INC.

By: 

By:   
Title: VICE PRESIDENT

Date: 7/2/2011

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By:   
Attorney

**CONTRACT SERVICES  
ELECTRONIC REFERRALS, CLAIMS, AND REPORT SUBMISSION**

Provider is advised that these are preliminary requirements and the County may need to make modifications to the requirements/format during the implementation phases of the Community Help and Electronic Data Application System (CHEDAS). The County shall provide updates and assistance as required.

The Pinellas County Department of Health and Human Services (HHS) shall be implementing a HIPAA and HITECH-compliant system through the County-administered Community Help and Electronic Data Application System (CHEDAS) for providers/partners to submit referral requests to HHS through a web portal, to receive approved/denied authorizations for referred services through the same web interface, and to submit claims through an authorized Clearinghouse. The expected implementation date for this system is during Summer and Fall 2011.

**1. Referrals and Authorizations**

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

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

**2. Claims**

Providers shall include the following information in all claims for HHS-authorized services:

1. Use the authorization identifier for service when submitting claims for services provided.
2. Transactions for all services provided to eligible members will be submitted, including capitated services, such as labs, nutritional services, disease case management, volunteer services, etc.
3. Charges for services shall be billed at the contracted rates, including no charge for services capitated under another heading.
4. Send data elements that Pinellas County designates as necessary for adjudicating claims.

Providers shall submit claims through the following manner:

<input checked="" type="checkbox"/> County-designated Clearinghouse once County has established contract with Clearinghouse vendor
<input type="checkbox"/> Direct connection to CHEDAS system (see ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC FORMAT EXCHANGES Contract Addendum for additional information).
<input type="checkbox"/> Manual (paper) invoices.
<input type="checkbox"/> Other: _____

**3. Reports**

Providers shall submit contract-required reporting through the CHEDAS Community Module if available, rather than hardcopy or through other electronic format such as Word or Excel.

**REVISED**

## COMMUNITY HOME CARE MEDICAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 7 day of ~~September~~, 2010, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and the BAYCARE HOME CARE, INC., herein after referred to as "Provider."

### WITNESSETH:

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, participation by the County and the Provider in this program will increase provision of health care services in Pinellas County; and

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

WHEREAS, the County after full consideration determined that the Provider provides the broadest geographical coverage for provision of services to residents of Pinellas County enrolled in the Pinellas County Health Plan; and

WHEREAS, the Board of County Commissioners is committed to assisting residents requiring medical care; and

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

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

### **Section 1. Term of Contract**

This Agreement will be effective for a period of one (1) year effective October 1, 2010, and expiring on September 30, 2011.

### **Section 2. Scope of Medical Services**

- (a) The Provider shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Plan, as authorized by the Pinellas County Department of Health and Human Services:
1. Durable Medical Equipment (DME);
  2. Home Health;
  3. Oxygen Outpatient Rehabilitation Services;
  4. Wound Care;
  5. Infusion Therapy;

6. Orthotics and Prosthetics as authorized by the County.

- (b) Provision of Medical Services shall be performed consistent with the standards provided for in the Pinellas County Health Plan Policies and Procedures.
- (c) The Provider shall inform the County Case Manager within five (5) business days of any client who does not comply with behavioral expectations as outlined in the PCHP Patient Handbook or the PCHP Provider Handbook, or of any clients the Provider is unable to contact to fulfill the request for Home Health Care or Durable Medical Equipment.
- (d) Authorization required under this Section of this Agreement shall be obtained through the Health Services Division of the Pinellas County Health and Human Services Department.

### **Section 3. Licensing**

Provider warrants that all of its health care Providers, including but not limited to physicians, advanced registered nurse practitioners, nurses and pharmacists, meet state statutory requirements and are in good standing with the appropriate state licensing authority.

### **Section 4. Compensation**

- a) The total compensation provided for under this Agreement shall be in an amount not to exceed Five Hundred Fifty Thousand and NO/00 Dollars (\$550,000.00) for services provided pursuant to the scope and term of this Agreement. Provider shall remit detailed invoices on a monthly basis prior to receipt of funding pursuant to this Agreement. This invoice shall include, but is not limited to: client identifier, start and end dates of service, place of service, referral source and physician, and ICD9 and CPT diagnostic codes as applicable.
- b) The County shall reimburse PROVIDER in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in Section 4 (a) and quarterly report required in Section 8 of this Agreement. When the required documentation and/or quarterly report is incomplete or untimely, the County may hold payment until such time as the County accepts the remedied documentation or report.
- c) County shall remain a payer of last resort.
- d) In the event that funds available for services under this Agreement become fully encumbered, Provider shall continue to provide services to enrolled County clients, to the extent specified in this Agreement, through the remainder of the term of this Agreement, at no additional expense to the County. Provider will charge no co-pays or balance bill to any client enrolled for services in the Pinellas County Health Plan for services related to this Agreement.

- e) The county reserves the right to audit Contractor accounts for invoices submitted pursuant to this Agreement

#### **Section 5. Fiscal Non-Funding**

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

#### **Section 6. Record Retention and Audit**

- 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 the County expense.

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

#### **Section 7. Electronic Data Requirements and Electronic Format Exchanges**

The COUNTY will be implementing a new HIPAA/HITECH ACT compliant computer system during the term of this agreement/contract; therefore the PROVIDER shall work with the COUNTY to implement the following electronic data requirements:

- (a) Provide technical and business personnel to work with the COUNTY to implement data exchanges, testing, and training during the time frames as specified by the County. The County shall communicate with the Provider as to dates, times, and locations.
- (b) Comply with the County's Electronic Data Requirements and Electronic Exchange Formats as specified in Attachment A. (See attachment A.) [Refer to sections labeled Home Health/DME]
- (c) Sign an end-user agreement for all users requiring system access.

#### **Section 8. Reporting Requirements**

- a) PROVIDER shall produce standardized quarterly reports, utilizing the format established by the County in its Policies and Procedures. Examples of information included in these quarterly reports shall include, but not be limited to: number of unique clients served, average cost per client, frequency of diagnoses, average cost by diagnosis, average length of service, etc. Quarterly reports are due on or before the twenty-first day of the month following the last month of the quarter.

- b) The County reserves the right to modify report formats with the aim to collect the most meaningful and significant data.

### **Section 9. Evaluation: Performance Measures and Key Indicators**

PROVIDER shall comply with Performance Measurement and Key Indicators described in the County's Policies and Procedures

### **Section 10. Termination**

- a) The County reserves the right to cancel this Agreement without cause by giving thirty (30) days written notice to PROVIDER, or with cause if at any time PROVIDER fails to fulfill or abide by any of the terms or conditions specified. Failure of PROVIDER 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.
- b) In the event of termination without cause, the County shall notify PROVIDER and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County
- c) If PROVIDER shall use any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, PROVIDER shall, at the option of the County, repay such amount and be deemed to have waived the privileges of receiving funds under this Agreement.
- d) Either Party may terminate this Agreement without cause by providing ninety (90) days prior written notice to the other Party

### **Section 11. Modification**

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 PROVIDER and incorporated as a written amendment to this Agreement.

### **Section 12. Independent Contractor**

It is hereby mutually agreed that PROVIDER is an independent contractor and not employees or agents of the County

### **Section 13. Renewal Option**

This Agreement may be renewed for two (2) two additional one (1) year periods based on the expiration of the initial term by mutual agreement of the parties. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the Board of County Commissioners.

#### **Section 14. Indemnification and Insurance**

- (a) PROVIDER shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County from all suits, actions, 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 on account of any act or omission, neglect or misconduct of PROVIDER; or by, or on account of, any claim or accounts recovered under the "Worker's Compensation Law"; or of any other laws, by-laws, ordinances, orders or decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- (b) The PROVIDER shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the COUNTY of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies, and (2) upon request a certified copy of each policy including endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement. In addition the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (c) Comprehensive General Liability Insurance including but not limited to Independent Contractor, Contractual Premises/Operations, Products/Completed Operation and Personal Injury covering liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, of not less than Five Hundred Thousand and NO/00 (\$500,000.00) each occurrence and property damage of not less than One Hundred Thousand and NO/00 (\$100,000.00) each occurrence. (Combine Single Limits of not less than Five Hundred Thousand and NO/00 (\$500,000.00) each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis" and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand Dollars and NO/00 (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
- (d) Professional Liability Insurance (including Errors and Omissions) with minimum limits of One Million and NO/00 Dollars (\$1,000,000.00) per occurrence, if occurrence form is available: or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted to the County with the invoice for final payment. In lieu of "tail coverage" the PROVIDER may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

- (e) Each insurance policy shall include the following conditions by endorsement to the policy:
1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to the COUNTY by certified mail to: Pinellas County Risk Management Department, 400 S. Ft Harrison Ave 3<sup>rd</sup> Fl. Clearwater FL 33756. Provider shall also notify COUNTY in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by PROVIDER from its insurer: and nothing contained herein shall absolve PROVIDER of this requirement to provide notice.
  2. Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Provider.
  3. The term the COUNTY or PINELLAS COUNTY shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (f) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY to any such future coverage, or to COUNTY's Self-Insured Retention's of whatever nature.
- (g) The PROVIDER hereby waives subrogation right for loss or damage against the COUNTY.

**Section 15. Conformity to Law**

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

**Section 16. Non-Assignability**

PROVIDER 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.

**Section 17. Waiver of Breach**



The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

**Section 18. Severability**

If any provision or any portion thereof contain 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.

**Section 19. Agreement Covered by Florida Law**

The laws of the State of Florida shall govern this Agreement

**Section 20. HIPAA**

Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, the PROVIDER is expected to adhere to the same standards as the County or other covered entities regarding the protection and non-authorization disclosure of Protected Health Information (PHI). Failure to comply is good cause for termination of this Agreement

**Section 21. Agreement Management**

The County designates the following person a liaison for the County:

Lynn Kiehne/Geni Traucht  
Pinellas County Department of Health and Human Services  
2189 Cleveland St Ste 266  
Clearwater Fl 33765  
727-464-8410

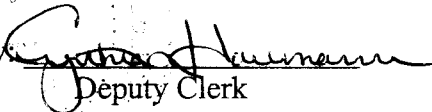
The Provider designates the following person a liaison for the Provider:

Dan Sweeney  
Baycare Home Care, Inc.  
8542 118<sup>th</sup> Ave N  
Largo FL 33773  
727-394-6510


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

ATTEST:

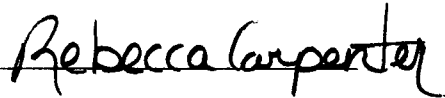
Ken Burke  
Clerk of Circuit Court

By:   
Deputy Clerk

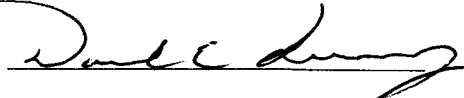
PINELLAS COUNTY, FLORIDA, acting by and through its Board of County Commissioners

By:   
Chairman

ATTEST:

By: 

BAYCARE HOME CARE, INC.

By: 

Title: Vice President

Date: 7/23/2010

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By:   
Attorney

**CONTRACT SERVICES**  
**ELECTRONIC DATA REQUIREMENTS AND ELECTRONIC FORMAT EXCHANGES**

Provider is advised that these are preliminary requirements and the County may need to make modifications to the requirements/format during the implementation phases of the Community Help and Electronic Data Application System (CHEDAS). The County shall provide updates and assistance as required.

**1. Eligibility and Enrollment**

*[Medical Homes Contract]*

Providers "Medical Home" staff shall perform eligibility reviews for clients applying to the Pinellas County Health Plan (PCHP) program by verifying applicants' current enrollment status by researching data base prior to enrollment to determine if;

- applicant is currently enrolled in the PCHP at another "Medical Home"
- applicant was previously terminated for cause

The current system (process) for validating existing enrollment is the Tampa Bay Information Network (TBIN) administered by Tampa Bay 2-1-1 Cares and shall transition to the County-administered Community Help and Electronic Data Application System (CHEDAS) by the end of 2010.

Provider shall send information on clients enrolled in the PCHP electronically once the CHEDAS system is implemented. Enrollment data elements required by Pinellas County will include but not limited to client identifiers, demographics, contact information, enrollment program and time frame, client qualifying eligibility characteristics such as income, residency, citizenship, household, employment and alternative benefits, etc.

*[Pharmacy Contracts]*

*[Hospital Contracts]*

Provider shall receive and process electronic enrollment information on eligible members.

Provider shall use enrollment data to determine eligibility for services as outlined in the Agreements between the County and Providers.

**2. Referrals and Authorizations**

*[Medical Homes Contracts]*

*[Specialty Care Contracts]*

*[Hospital Contracts]*

*[Home Health/DME]*

*[Indigent Funeral Care Contracts]*

*[Behavioral Health Contracts]*

*[Dental Services Contracts]*

*[FA Disability Assessment Specialist Contracts]*

The Pinellas County Department of Health and Human Services (HHS) shall be implementing a HIPAA-compliant web-based system through the County-administered Community Help and Electronic Data Application System (CHEDAS) for providers/partners to submit referral requests to HHS and to receive approved/denied authorizations for referred services. The expected implementation date is between November 2010-January 2011. Providers agree to use the system in the following manner, as outlined below and in table XX (DEB ADD TABLE).

1. Submit referrals requesting services for clients for supported referral types through the Community Module of the CHEDAS system. CHEDAS Community Module is expected to support the following requests for referral types:
  - a. Specialty Care and facility usage for eligible members from Medical Homes and Specialists
  - b. Home Health/DME for eligible members submitted by Medical Homes, Specialists, Hospitals
  - c. Behavioral Health for eligible members from Medical Homes
  - d. Dental Services for eligible members from Medical Homes
  - e. Indigent Funeral Care Services submitted by contracted Funeral Provider.
  - f. Disability referral with disability statement for initial financial assistance eligibility requirements from medical home and behavioral health providers.
2. Submit supporting documentation for the referral request through an electronic attachment to the request.
3. Receive authorization/denial of referral services for supported referral types through the Community Module of the CHEDAS system prior to providing services.
4. Notify clients of approval/denial of referral request and assist clients with scheduling of services.

**Table 1. Referrals and Authorizations Web Interface**

Program	Referral Type	Received From	Approved Authorization Forwarded to
Disability Advocacy	Disability Testing	N/A	Testing and Assessment Specialists
FA	Disability Statement	Medical Home	N/A
Funeral	Funeral	Funeral Provider	Requestor
PCHP	Behavioral Health	Medical Homes	Requestor, BH Provider
PCHP	Dental	Medical Homes	Requestor, Dental Provider
PCHP & PCHP-eligible	HHC/DME	Hospitals, Medical Homes, Specialists	Requestor, HHC Provider
PCHP	Specialty Care	Medical Homes, Specialists	Requestor, Specialty Provider

### **3. Claims**

*[Medical Homes]*  
*[Specialty Care Contracts]*  
*[Hospital Contracts]*  
*[Home Health/DME]*  
*[Behavioral Health Contracts]*  
*[Pharmacy Contracts]*  
*[Ancillary Service]*

Pinellas County Department of Health and Human Services (HHS) shall be implementing a HIPAA and HITECH compliant claims interface through the Community Help and Electronic Data Application System (CHEDAS) for partners to submit electronic claims to HHS. The expected implementation date is between November 2010-January 2011. Partners shall submit claims in the following manner:

1. Use the authorization identifier for service when submitting claims for services provided.
2. Transactions for all services provided to eligible members will be submitted, including capitated services, such as labs, nutritional services, disease case management, volunteer services, etc. Charges for services shall be billed at the contracted rates, including no charge for services capitated under another heading.
3. Claims for laboratory services from Medical Homes are exempt from electronic submission requirement as long as the lab provider does not provide electronic claims information. When the lab provider begins supporting electronic claims for laboratory services, the Medical Home shall also submit claims for laboratory services electronically.

*[Specialty Care Contracts]*  
*[Hospital Contracts]*  
*[Home Health/DME]*  
*[Behavioral Health Contracts]*  
*[Ancillary Hospital Services]*

Provider agrees to submit claims through Clearinghouse once County has established contract with Clearinghouse vendor.

### **4. Lab Results**

*[PinCHD only Medical Home Contract]*

Provider shall allow Pinellas County Department of Health and Human Services (HHS) to receive laboratory results ordered from the Pinellas County Mobile Medical Unit (MMU) to be received directly from the laboratory subcontractor. Provider shall allow HHS to work directly with the laboratory subcontractor to receive these results at no additional costs, except for those costs negotiated between the County and laboratory provider to set up the exchange services as needed.

## 5. Exchange Formats

[Medical Homes Contracts]

[Specialty Care Contracts]

[Hospital Contracts]

[Home Health/DME Contracts]

[Behavioral Health Contracts]

[Pharmacy Contract]

Partners will comply with HIPAA standard formats for relevant data exchange. Other exchanges will use standard exchange formats where they exist, such as the HUD HMIS standard.

- X12 4010/5010: Agree to provide X12 exchanges using the 4010/5010 standard. Compliance with ruling from Health Insurance Reform; Modifications to the Health Insurance Portability and Accountability Act (HIPAA) Electronic Transaction Standards from the Office of the Secretary, HHS to the 5010 standard.
- Data Elements: vendor agrees to send or receive data elements that Pinellas County designates as necessary
- Secure FTP: All data exchanges that include HIPAA PHI information must be sent using the HIPAA-compliant security guidelines and can be transferred to or from the Pinellas County secure FTP site.

### Electronic Exchanges

Partner	Exchange Type	Required Format	Frequency	Testing	Implementation
PinCHD, CHCP	Medical Home Enrollment	X12/834 5010	Multiple per day	Sept – Nov 2010	Dec 2010- Jan 2011
PinCHD, CHCP	Professional Services Claims	X12/837P 5010	Weekly – Biweekly	Sept – Nov 2010	Dec 2010- Jan 2011
Specialty Providers	Professional Services Claims	X12/837P 5010	Weekly	Sept – Nov 2010	Dec 2010- Jan 2011
Sweetbay	Pharmacy Enrollment	X12/834 5010	Multiple per day	Oct – Dec 2010	Dec 2010- Jan 2011
Sweetbay, CHCP	Pharmacy Claims	NCPDP 5.1 & NCPDP D.0	Semi-Monthly	Oct – Dec 2010	Dec 2010- Jan 2011
Bayfront, Baycare, HCA, Helen Ellis Hospitals	Medical Home Enrollment	X12/834 5010	Weekly – Biweekly	Oct – Dec 2010	Dec 2010- Jan 2011
Bayfront, Baycare,	Hospital Claims	X12/837I 5010	Monthly	Oct – Dec 2010	Dec 2010- Jan 2011

Partner	Exchange Type	Required Format	Frequency	Testing	Implementation
HCA, Helen Ellis Hospitals					
Behavioral Health	Professional Services Claims	X12/837P 5010	Weekly – Biweekly	Oct – Dec 2010	Dec 2010- Jan 2011
Baycare Home Health	Home Health and Durable Medical Equipment	X12/837P 5010	Monthly	Oct – Dec 2010	Dec 2010- Jan 2011
2-1-1 Tampa Bay Cares	HMIS-related services	HMIS	Weekly	Oct – Dec 2010	Dec 2010- Jan 2011

**ATTACHMENT 4 – INSURANCE REQUIREMENTS**

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. 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 three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) 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.
- (3) 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.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:



<b>ATTACHMENT 4 – INSURANCE REQUIREMENTS</b>
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(A) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

## Limits

Each Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

## Limit

Per Accident	\$ 1,000,000
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(D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

## Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

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

## Limits

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

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

**ATTACHMENT 4 – INSURANCE REQUIREMENTS**

(F) Cyber Risk Liability (Network Security/Privacy Liability) Insurance for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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

## Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Pinellas County, (the County) and the State of Florida, through its Agency for Health Care Administration, (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2012-2013, passed by the 2012 Florida Legislature, the County and the Agency agree that the County will remit to the State an amount not to exceed a grand total of \$8,550,000.
  - a. The County and the Agency have agreed that these funds will only be used to increase the provision of Medicaid funded health services to the people of the County and the State of Florida at large.
  - b. The increased provision of Medicaid funded health services will be accomplished through the buyback of the Medicaid inpatient and outpatient trend adjustments up to the actual Medicaid inpatient and outpatient cost but not to exceed the amount specified in the Appropriations Act for public hospitals, including any leased public hospital found to have sovereign immunity, teaching hospitals as defined in section 408.07 (45) or 395.805, Florida Statutes, which have seventy or more full-time equivalent resident physicians, designated trauma hospitals and hospitals not previously included in the GAA.
2. The County will pay the State an amount not to exceed the grand total amount of \$8,550,000. The County will transfer payments to the State in the following manner:
  - a. The first quarterly payment of \$2,137,500, for the months of July, August, and September, is due upon notification by the Agency.
  - b. Each successive payment of \$2,137,500 is due as follows, November 30, 2012, March 31, 2013 and June 15, 2013.
  - c. The State will bill the County each quarter payments are due.
3. Timelines: This agreement must be signed and submitted to the Agency no later than October 1, 2012, to be effective for SFY 2012-2013.
4. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
5. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
6. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the hospitals to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid activities.

7. This Letter of Agreement is contingent upon the State Medicaid Hospital Reimbursement Plan reflecting 2012-13 legislative appropriations being approved by the federal Centers for Medicare and Medicaid Services.
8. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2011-12 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2012-13) LOAs.
9. This Letter of Agreement covers the period of July 1, 2012 through June 30, 2013 and shall be terminated June 30, 2013.

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

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

**STATE OF FLORIDA**

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

By: \_\_\_\_\_  
**Phil E. Williams**  
**Assistant Deputy Secretary for**  
**Medicaid Finance, Agency for**  
**Health Care Administration**

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

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

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

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