

PINELLAS COUNTY HEALTH PROGRAM
HOSPITAL PROVIDER AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date last entered below, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and BAYCARE HEALTH SYSTEM, INC., a non-profit Florida corporation, whose address is 2985 Drew Street, Clearwater, FL 33759, hereinafter referred to as the "**PROVIDER**".

W I T N E S S E T H:

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

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

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

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

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

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

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

1. Scope of Services

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

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

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

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

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

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

2. Term of Agreement

The services of the **PROVIDER** shall commence on October 1, 2021 and the Agreement shall expire on September 30, 2024. Compensation will be adjusted annually as outlined in Section 3 below.

3. Compensation

a) The **COUNTY** agrees to pay the **PROVIDER** an amount not to exceed Two million, One hundred and Seventy-two Thousand, and No/100 (\$2,172,000.00) dollars in the fiscal year dated October 1, 2021, through September 30, 2022, for services provided per Section 1 of this Agreement. The parties reserve the right to adjust future fiscal year(s) compensation amounts pursuant to an annual review based upon inpatient and ambulatory share utilization, as established in writing by mutual agreement of the **PARTIES** without the need to further amend this Agreement.

b) All requests for reimbursement payments must be submitted no more frequently than on a quarterly basis and shall consist of an invoice for one-fourth (1/4) of the annual contract amount. Any quarter for which services are not provided for the full quarter shall be prorated for the number of days that services were made available. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within (30) days of the end of each quarter. Specifically, invoices are due before Jan 31, 2022 (for first quarter), April 30, 2022 (for the second quarter), July 30, 2022 (for the third quarter), October 30, 2022 (fourth quarter), unless otherwise provided for in Section (h) below (LIP). The **COUNTY** shall not pay the **PROVIDER** in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

c) **COUNTY** shall provide payments to **PROVIDER** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d) **COUNTY** shall remain a payer of last resort.

e) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.

f) In the event that funds available for services under this Agreement become fully encumbered, **PROVIDER** shall not be required to continue to provide any services to enrolled clients until such time as **COUNTY** has funds available for the services. **PROVIDER** shall charge no co-pays or balance bill any patient enrolled for services in PCHP for services related to this Agreement.

g) Alternatively, payments to **PROVIDER** may be made to the State of Florida pursuant to the Low-Income Pool (LIP) Letters of Agreement (LOAs) or subsequently designed state low-income healthcare pool. If the **COUNTY** issues payments to the State of Florida pursuant to the LIP LOAs, funding provided under the LIP LOAs shall be prioritized so that designated funding shall first be used to fund the Medicaid services as provided for in Section 1 (Scope of Services) of this Agreement (including LIP) and used secondarily for other purposes.

h) Participation in the LIP LOAs by the **COUNTY** shall satisfy **COUNTY'S** responsibility under this section of this Agreement. **COUNTY** will pay **PROVIDER** directly if intergovernmental transfers are returned to the **COUNTY** by the Agency for Health Care Administration.

i) Any funds expended outside of the scope of this Agreement, violation of the terms of this Agreement, or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

4. Performance Measures

The **PROVIDER** and **COUNTY** shall work to develop performance measures and performance improvement initiatives designed to achieve improvements in clinical care, health outcomes and participant experience.

5. Records

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

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

6. Reports

PROVIDER shall submit standardized monthly reports utilizing a mutually agreeable format established by the **COUNTY** including, but not limited to, client-specific data elements delivered in the Agency for Healthcare Administration (AHCA) standard format. Monthly reports are due within 30 days following the end of the month. If any mistake or omission is discovered in the report, an accurate and complete updated report shall be sent within 15 days of notification of the error. The **COUNTY** and **PROVIDER** may mutually agree in writing to modify report formats with the aim to collect the most meaningful and significant data. **PROVIDER** agrees to submit data and reports through a mutually agreed upon secure method designated by the **COUNTY**.

7. HIPAA

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

8. Termination

a) The **COUNTY** reserves the right to cancel this Agreement with cause if at any time the **PROVIDER** fails to or fulfill or abide by any of the terms or conditions specified where the **COUNTY** determines that a material breach can be corrected, **PROVIDER** shall be given thirty

(30) days to cure said breach. If **PROVIDER** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, **COUNTY** may immediately termination this Agreement, with cause, upon notice in writing to the **PROVIDER**.

b) The **PROVIDER** reserves the right to cancel this Agreement with cause if at any time the **COUNTY** fails to or fulfill or abide by any of the terms or conditions specified. Where the **PROVIDER** determines that a material breach can be corrected, **COUNTY** shall be given thirty (30) days to cure said breach. If **COUNTY** fails to cure, or if the breach is of the nature that the **PROVIDER** has determined cannot be corrected, or that the harm caused cannot be undone, **PROVIDER** may immediately termination this Agreement, with cause, upon notice in writing to the **COUNTY**.

c) In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **PROVIDER** 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**.

d) In the event of termination of this agreement in accordance with this section, any outstanding invoice shall be prorated for the number of days during that quarter that services were made available.

9. Amendment/Modification

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

form of a written amendment to this Agreement and formally approved by the parties.

10. Assignment/Subcontracting

a) This Agreement shall not be assigned, transferred, or delegated to any other person or entity without prior written approval by the COUNTY. Any purported assignment in violation of this section shall be null and void.

b) The **PROVIDER** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work as provided herein.

11. Insurance

The **PROVIDER** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 1 and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

12. Non-Exclusive Services

During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

13. Indemnification

The **PROVIDER** shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY** from all suits, actions, and claims of character brought on account of **PROVIDER'S** negligence, excluding only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State

of Florida to be sued by third parties in any manner arising out of any contract.

14. Independent Contractor

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

15. Nondiscrimination

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

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

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

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

16. Prior Agreement, Waiver, and Severability

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

17. Conflicts of Interest

a. No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or

responsibilities in the review or approval of the undertaking or carrying out this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

18. Governing Law

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

19. Conformity to the Law

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

20. Agreement Management

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

Abigail Stanton, Contract Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

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

SIGNATURE PAGE FOLLOWS

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



ATTEST:
Ken Burke
Clerk of Circuit Court

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

By: _____

[Signature]
Deputy Clerk

By: _____

[Signature]
Chairman

ATTEST:

BAYCARE HEALTH SYSTEM, INC.

By: _____

By: _____

Title: _____

Date: _____

[Signature]
CEO
9/13/21

APPROVED AS TO FORM

By: *Matthew Tolnay*
Office of the County Attorney