

**PINELLAS COUNTY HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT
AMENDMENT NO. 1**

AMENDMENT NO. 1 is entered into this 27th day of January, 2016, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the “**COUNTY**” and the **FLORIDA DEPARTMENT OF HEALTH**, an agency of the State of Florida providing public health services in Pinellas County, hereinafter called “**DOH PINELLAS.**”

WITNESSETH:

WHEREAS, the **COUNTY** desires to increase access to health and behavioral health care for low-income uninsured residents of Pinellas County through the Pinellas County Health Program which includes the Healthcare for the Homeless (HCH) program, a Federally Qualified Health Center funded in part by the U.S. Health Resources and Services Administration (HRSA); and

WHEREAS, the **COUNTY** recently applied for and was awarded additional funding from HRSA for Expanded Services for the HCH; and

WHEREAS, the **COUNTY** was notified by HRSA of an additional award for Quality Improvement for the HCH; and

WHEREAS, the **COUNTY** was notified by HRSA of an increase in Base Funding for the HCH; and

WHEREAS, DOH PINELLAS and the **COUNTY** wish to utilize county funding and Base Funding increases from HRSA to support expenditures for dental laboratory expenditures for a pilot denture program during the term of this Agreement; and

WHEREAS, the **COUNTY** recently applied for and was notified that funding from the State of Florida Agency for Health Care Administration (AHCA) for Community & Primary Care Services would be available to increase access to primary care services in the HCH. This funding is also intended to prevent unnecessary emergency room visits and inpatient hospitalization for homeless individuals with behavioral health challenges; and

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

1. **Section 4. Compensation** is amended to read as follows:

The compensation provided for under this Agreement shall be for a total amount not to exceed Eleven Million, Five Hundred Forty Thousand, Seven Hundred Eighty Eight Dollars (\$11,540,788.00) for the term of this Agreement. Amendment No. 1 adds a total of Seven Hundred Forty-Six Thousand, Three Hundred Five Dollars (\$746,305.00) in new grant funding to the Agreement (see Attachment 1- Revised Budget.) Of this amount, two hundred ninety-four thousand two hundred nineteen dollars (\$294,219.00) is contingent upon receipt of funding from AHCA per the grant proposal submitted in September 2015.

2. **Section 9. Dental Services** is amended to read as follows:

DOH PINELLAS shall provide comprehensive dental services to adults enrolled in the PCHP/MMU at the closest medical homes that provide this service. Services include preventive and relief of pain services including dental exam, oral cancer screenings, oral health education, dental X-rays, cleaning, extractions, restorations, incisions, drainage, and prescriptions. In addition, a pilot denture program will be provided for approximately one hundred eighty (180) individuals during the term of this Agreement.

3. Section 15. Mobile Medical Unit and Safe Harbor Shelter Operations.

Section 15 a) and b) are amended to read as follows:

- a) The MMU team will consist of 2.0 FTE nurses, 1.0 FTE senior physician, .8 FTE supervisor/ case manager, and 2.0 FTE driver/ support staff.
- b) The Safe Harbor Shelter team will consist of 1.5 FTE medical examiner (Physician Assistant, ARNP or MD), 1.0 FTE senior clerk, 1.0 FTE medical assistant, .2 FTE supervisor, 1.5 FTE case manager, 2.5 FTE nurse, .8 FTE social worker, .5 FTE eligibility specialist and 1.0 FTE Care Coordinator. Funding added pursuant to the HRSA Expanded Services award supports staff and expenses for evening and weekend hours at the Safe Harbor Shelter. Funding added pursuant to the AHCA award supports mobile behavioral health services and additional staff at Safe Harbor Shelter through June 30, 2016.

4. Section 17. PCHP Services.

Section 17 is amended to add section g) as follows:

g) Pursuant to the HRSA 2015 Quality Improvement Award, 2.5 FTE Quality Improvement (QI) personnel will develop and improve QI care delivery systems and infrastructure. New staff includes 1.0 FTE Community Health Advocate, 1.0 FTE Human Services Analyst, and .5 Computer Program Analyst. The QI staff is supported through the QI award through August 17, 2016.

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

< Signature Page follows >

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day and year first written above.

ATTEST:

Ken Burke

Clerk of Circuit Court

By: *Roman D. Lopez*

Deputy Clerk

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

By: *[Signature]*

Chairman

Date: 1-12-16

FLORIDA DEPARTMENT OF
HEALTH

By: *[Signature]*

Printed Name Kim Barnhill

Print Title: Deputy Secretary

Date: 1/27/16

APPROVED AS TO FORM

By: *[Signature]*

Office of the County Attorney



ATTACHMENT 1

| Description | Approved FTE/ENC | FY 16 Approved Budget | New FTE/ Enc | Grand Total | Total FTE |
|---|------------------|-----------------------|--------------|----------------|-----------|
| Pinellas County Health Plan | | | | | |
| Encounters @ \$124.00 (MD/DO)-75% of all encounters | 18,000 | \$2,232,000.00 | 18,000 | \$2,232,000.00 | |
| Encounters @ 105.40 (ARNP)-25% of all encounters * | 6,000 | \$632,400.00 | 5,881 | \$619,900.00 | |
| Total PCHP Medical Encounters | 24,000 | \$2,864,400.00 | 23881 | | |
| Medical Director's Office | | | | | |
| County Medical Director | 1.0 | \$197,559.00 | | \$197,559.00 | 1.00 |
| Administrative Assistant | 1.0 | \$40,271.00 | | \$40,271.00 | 1.00 |
| Contract Manager | 0.5 | \$28,283.00 | | \$28,283.00 | 0.50 |
| Quality Assurance Coordinator-O'Brien | 1.0 | \$94,892.00 | | \$94,892.00 | 1.00 |
| Clinic Volunteer Coordinator-Diaz | 0.5 | \$22,722.00 | | \$22,722.00 | 0.50 |
| Community Health Advocate-QI | | | 1.00 | \$31,000.00 | 1.00 |
| Human Services Analyst-QI | | | 1.00 | \$19,044.00 | 1.00 |
| Computer Program Analyst-QI | | | 0.50 | \$25,623.00 | 0.50 |
| MMU/ Safe Harbor Care Coordinators | 1.0 | \$62,000.00 | 1.00 | \$98,167.00 | 2.00 |
| St. Petersburg Center Care Coordinator | 1.0 | \$62,000.00 | | \$62,000.00 | 1.00 |
| Clearwater Center Care Coordinator | 1.0 | \$62,000.00 | | \$62,000.00 | 1.00 |
| Pinellas Park Care Coordinator | 1.0 | \$62,000.00 | | \$62,000.00 | 1.00 |
| Mid County Care Coordinator | 1.0 | \$62,000.00 | | \$62,000.00 | 1.00 |
| Tarpon Springs Care Coordinator | 0.09 | \$5,500.00 | | \$5,500.00 | 0.09 |
| QI Operations and Services | | | | \$24,240.00 | |
| 5% Administrative Cost-PCHP | | \$34,961.00 | | \$38,744.00 | |
| Mobile Medical Unit-Health Care for the Homeless | | | | | |
| MMU Dental | | | | | |
| MMU Dental Encounters @ \$109 (DDS) | 187 | \$20,383.00 | | \$ 20,383.00 | |
| MMU Dental Encounters @ \$70 (Hygienist) | 53 | \$3,710.00 | | \$ 3,710.00 | |
| Total Dental Encounters | 240 | \$24,093.00 | | | |
| MMU Pilot Denture Program-Laboratory Expense | | | | \$12,500.00 | |
| MMU Medical | | | | | |
| Registered Nurse | 1.0 | \$56,155.00 | | \$56,155.00 | 1.00 |
| Senior Physician * | 1.0 | \$156,961.00 | | \$164,809.00 | 1.00 |
| Supervisor/Case Mgr | 0.80 | \$57,590.00 | | \$62,590.00 | 0.80 |
| Nurse-LPN | 1.0 | \$52,864.00 | | \$52,864.00 | 1.00 |
| Support Staff/Driver | 1.0 | \$32,893.00 | | \$32,893.00 | 1.00 |
| Support Staff (backup driver) | 1.0 | \$34,898.00 | | \$34,898.00 | 1.00 |
| Lab Services-MMU Van Clients | | \$31,266.00 | | \$31,266.00 | |
| Expense-including medical supplies, travel, etc. * | | \$15,773.00 | | \$16,973.00 | |
| 5% Administrative Cost-MMU * | | \$19,568.00 | | \$19,818.00 | |

ATTACHMENT 1

| Description | Approved FTE/ENC | FY 16 Approved Budget | New FTE/ Enc | Grand Total | Total FTE |
|--|------------------|-----------------------|--------------|----------------|-----------|
| Safe Harbor Shelter Clinic | | | | | |
| Physician (Physician Assistant/ARNP/PA) | 1.0 | \$113,179.00 | 0.50 | \$185,910.00 | 1.50 |
| Senior Clerk | 1.0 | \$21,840.00 | | \$21,840.00 | 1.00 |
| Medical Assistant | 1.0 | \$39,397.00 | | \$39,397.00 | 1.00 |
| Supervisor | 0.2 | \$14,398.00 | | \$14,398.00 | 0.20 |
| Case Manager | 1.0 | \$57,252.00 | 0.50 | \$85,878.00 | 1.50 |
| Nurse | 1.0 | \$43,177.00 | 1.50 | \$119,774.00 | 2.50 |
| Social Worker | | | 0.80 | \$55,206.00 | 0.80 |
| Eligibility Assistance Worker | | | 0.50 | \$17,488.00 | 0.50 |
| Lab Services-MMU Safe Harbor Shelter Clinic Clients | | \$12,000.00 | | \$22,000.00 | |
| Expense-including equipment for set up, medical supplies, travel, etc. | | \$20,462.00 | | \$29,870.00 | |
| 5% Administrative Cost-Safe Harbor Clinic | | \$14,463.00 | | \$14,463.00 | |
| Shift differential for evening/weekend hrs. | | | | \$8,860.00 | |
| AHCA/ ER Diversion Project | | | | | |
| Supplies, Equipment, Travel, Client Expenses, etc. | | | | \$53,004.00 | |
| Contracted Services @ 7 mo.-Directions | | | | \$120,692.00 | |
| Specialty Referral Services | | | | | |
| Manager | 1.0 | \$55,116.00 | | \$55,116.00 | 1.00 |
| Support Staff | 3.0 | \$116,434.00 | | \$116,434.00 | 3.00 |
| Referral Specialists | 3.0 | \$139,362.00 | | \$139,362.00 | 3.00 |
| Office Supplies, Travel, Expenses, etc. | | \$35,658.00 | | \$35,658.00 | |
| 5% Administrative Cost | | \$15,545.00 | | \$15,545.00 | |
| Billing Adjudication and Claims Management | | | | | |
| Supervisor | 0.2 | \$14,794.00 | | \$14,794.00 | 0.20 |
| Adjudication and Process Staff | 5.0 | \$223,955.00 | | \$223,955.00 | 5.00 |
| IT Programmer | 0.5 | \$20,847.00 | | \$20,847.00 | 0.50 |
| Other Expenses | | \$8,561.00 | | \$8,561.00 | |
| 5% Administrative Cost | | \$12,890.00 | | \$12,890.00 | |
| Other Services Provided/ Subcontracts | | | | | |
| Behavioral Health Services for Medical Homes/ PCHP | | \$400,000.00 | | \$400,000.00 | |
| MMU Behavioral Health -Directions | | \$100,000.00 | | \$100,000.00 | |
| Specialty Care Services | | \$3,848,627.00 | | \$3,848,627.00 | |
| Lab Services-Specialty Care | | \$220,000.00 | | \$220,000.00 | |
| Prescription Assistance Program | | \$194,575.00 | | \$194,575.00 | |
| Community-Based Diabetic Supplies | | \$20,000.00 | | \$20,000.00 | |
| Community-Based Diabetic Health Education | | \$50,000.00 | | \$50,000.00 | |
| County Use of Space in Medical Homes/ Health Centers | | \$15,000.00 | | \$15,000.00 | |

ATTACHMENT 1

| Description | Approved FTE/ENC | FY 16 Approved Budget | New FTE/ Enc | Grand Total | Total FTE |
|--|------------------|------------------------|--------------|------------------------|--------------|
| Dental Services | | | | | |
| Encounters @ \$109 - DDS | 4,767 | \$519,603.00 | | \$519,603.00 | |
| Dental Encounters @ \$70 (Hygienist) | 1,318 | \$92,260.00 | | \$92,260.00 | |
| Total Dental Encounters | 6,085 | \$611,863.00 | | | |
| Denture Pilot Lab Expense * | | | | \$12,500.00 | |
| Community Dental Team | | | | | |
| Dentist (OPS) | 0.6 | \$65,685.00 | | \$65,685.00 | 0.60 |
| Hygienist | 1.0 | \$76,017.00 | | \$76,017.00 | 1.00 |
| Hygienist for volunteer community based clinics | 1.0 | \$68,865.00 | | \$68,865.00 | 1.00 |
| 5% Administrative Cost | | \$10,572.00 | | \$10,572.00 | |
| OTHER Expenses | | \$3,300.00 | | \$3,300.00 | |
| Homeless Emergency Project (Dental Supplies & Support) | | \$25,000.00 | | \$25,000.00 | |
| Community Dental Clinic (Dental Supplies & Support) | | \$15,000.00 | | \$15,000.00 | |
| Dental Outreach (Dental Supplies and Support) | | \$10,000.00 | | \$10,000.00 | |
| Sub-Total -FY 16 Approved | 35.39 | \$10,794,483.00 | | | |
| | | | | | |
| Sub-total- Amendment 1 | | \$619,267.00 | 7.30 | | |
| Unallocated Funds | | \$127,038.00 | | \$127,038.00 | |
| Grand Total | | \$11,540,788.00 | | \$11,540,788.00 | 42.69 |
| | | | | | |
| | | | | | |

**PINELLAS COUNTY HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

THIS AGREEMENT (Agreement) is made and entered into this 28th day of Sept., 2015, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and the **FLORIDA DEPARTMENT OF HEALTH**, an agency of the State of Florida providing public health services in Pinellas County, herein after called "**DOH PINELLAS**".

WITNESSETH:

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

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

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

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

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

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

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

1. **Authority.**

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

2 **Term of Agreement.**

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

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

DOH PINELLAS shall provide:

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

Services provided through the PCHP/ MMU shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Compensation.

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

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

a) **MMU/ Safe Harbor Shelter Clinic Compensation**

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

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

b) **Pinellas County Health Program Encounters:**

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

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

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

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

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

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

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

5. Primary Care and Preventive Services.

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

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

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

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

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

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

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

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

6. **Specialty Lab Services.**

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

7. **Behavioral Health Care Services.**

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

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

8. **Prescription Assistance Program.**

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

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

DOH PINELLAS shall:

a) Administer a prescription assistance program to facilitate access to free and low cost prescription medications for eligible PCHP/MMU clients at no charge to the client.

b) Follow operating procedures for the PAP to include steps for medication controls and notification to the COUNTY's pharmacy contractor.

9. Dental Services.

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

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

10. Specialty Care Services.

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

DOH PINELLAS shall:

a) Identify, oversee, coordinate and manage a specialty health care network including recruiting, contracting, authorizing, adjudicating and paying for specialty care services provided to PCHP/MMU clients.

b) Work to enhance the number of specialists available for PCHP/MMU clients through recruitment of volunteer physicians under the DOH volunteer statute and sovereign immunity under Florida Statute 766 and Florida Statute 110.

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

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

e) Provide appropriate laboratory and pathology requisition paperwork.

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

11. Home Health Care Services and Durable Medical Equipment.

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

12. Community-Based High Risk Diabetic Health Care.

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

13. PCHP Operations.

As a medical home, DOH PINELLAS shall:

- a) Provide an appointment for PCHP clients with non-urgent care concerns or regular annual exams within two to three weeks or as soon as possible after the client is enrolled in PCHP.
- b) Clients who are determined to have urgent needs are advised to come to a medical home as a walk-in after signing for release of documents from previous providers, ER, or hospitals and, if needed, will be seen the same day.
- c) Confirm appointments with clients via telephone two (2) business days prior to the scheduled appointment.
- d) Re-schedule all missed appointments within two (2) business days after such missed appointment.
- e) Notify the **COUNTY** once a client has missed two (2) scheduled appointments.
- f) Notify the **COUNTY** within five (5) business days regarding the dismissal of a client from the medical home.
- g) Provide a daily minimum of 25% of all appointment times for walk-ins, medical emergencies, or same day service for PCHP clients at all medical home locations.
- h) Provide an answering service with 24/7 physician on call and coverage for all medical home sites and the MMU.
- i) Provide a current provider list with all physicians, mid-level providers, and specialty care providers for PCHP/MMU clients on a semi-annual basis to the **COUNTY**. Changes must be communicated to the **COUNTY** within 15 business days of the change.
- j) Not charge a co-payment or balance bill PCHP/MMU clients.
- k) Assure that services are available equally to all PCHP/ MMU clients, regardless of their ability to pay.
- l) Post signage in both English and Spanish announcing the availability of a Sliding Scale Fee Schedule. Clients of the Mobile Medical Unit with family incomes between 101 and

200 percent of the Federal Office of Management and Budget poverty guidelines shall be charged a fee on a sliding scale.

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

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

14. Eligibility.

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

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

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

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

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

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

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

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

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

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

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

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

15. Mobile Medical Unit and Safe Harbor Shelter Operations.

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

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

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

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

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

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

f) **DOH PINELLAS OB/Pre-Natal Clinic** in Clearwater shall provide obstetrical and pre-natal care services to clients of the MMU including clinical assessment, management/treatment and coordination of services, and referrals for the mother and fetus to maximize the outcome of the pregnancy. MMU staff will assess the client for Medicaid eligibility and will diagnose the client for positive pregnancy. MMU staff will document and track the referral to the **DOH PINELLAS OB/Pre-Natal Clinic** in Clearwater including completing Medicaid eligibility if needed. The OB/Pre-Natal Clinic will confirm the referral with the MMU.

16. Specialty Services Operations.

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

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

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

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

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

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

17. PCHP Services.

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

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

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

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

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

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

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

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

18. Electronic Data Requirements and Electronic Format Exchanges.

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

a) Submit primary care invoices through an agreed upon electronic file transfer protocol (FTP).

b) Submit pharmacy and dental services invoices through an electronic format approved by the COUNTY.

c) Submit required data reports and assessments as outlined in Section 21 in an electronic format approved by the COUNTY.

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

19. Licensing.

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

20. Record Retention, Audit and Monitoring.

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

All records shall be subject to audit by the COUNTY and shall be subject to the applicable provisions of Chapter 119, Florida Statutes. In the event any question arises concerning this Agreement, the COUNTY and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the term of this Agreement and record retention period stated above provided, however, such activity shall be conducted only during normal business hours and shall be at the COUNTY's expense.

DOH PINELLAS shall:

a) Comply with the Performance Measures outlined in Section 21 of this Agreement.

- b) Not charge the **COUNTY** for Electronic Health Records or data requests, paper or electronic.
- c) Work with the **COUNTY** to develop additional chronic disease and data templates.
- d) Meet regularly and at least quarterly with the **COUNTY** to evaluate utilization and address any operational issues.
- e) Comply fully with any **COUNTY** initiated consultation review.
- f) Permit the **COUNTY** to conduct routine monitoring to assess compliance with PCHP/MMU policies, procedures, and standards of care. **DOH PINELLAS** shall also allow the **COUNTY** to conduct non-routine audits when deemed appropriate to investigate potential or identified quality issues. Such audits by the **COUNTY** shall take place during regular business hours at a time mutually acceptable to both parties. A statistically significant number of files for PCHP as a whole will be reviewed for routine monitoring.
- g) Cooperate with the direct review of **DOH PINELLAS** medical records by making records and necessary information available no later than 15 business days following the **COUNTY's** request.
 - 1. The reviewer shall provide record review results to the **COUNTY** no later than 10 business days following completion of the review. The **COUNTY** shall provide results to **DOH PINELLAS** no later than 10 business days following receipt of results. In the event that an urgent and extraordinary situation warrants an unexpected record review, **DOH PINELLAS** shall make records and necessary information available no later than two (2) business days following the **COUNTY's** request.

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

The **COUNTY** shall:

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

21. Reporting Requirements and Performance Measures.

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

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

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

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

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

22. Data Sharing.

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

23. Documentation.

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

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

24. Payments During Disaster Recovery.

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

25. Assignment/Subcontracting.

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

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

26. Special Situations.

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

27. Public Entities Crimes.

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

28. Conflict of Interest.

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

29. Public Records.

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

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

30. Termination.

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

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

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

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

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

31. Performance.

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

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

1. Provider and Client Handbooks containing SOPs shall be maintained by the COUNTY and posted on the COUNTY website.
2. Revision to standard operating procedures pertaining to the Agreement shall be developed jointly by the COUNTY and DOH PINELLAS.

32. Modification of Agreement.

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

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

34. Indemnification.

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

35. Conformity to the Law.

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

36. Non-Assignability.

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

37. Publicity.

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

38. Prior Agreement, Waiver and Severability.

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

39. Agreement Covered by Florida Law.

The Laws of the State of Florida shall govern this Agreement

40. HIPAA / Access to EHRs.

a) Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, **DOH PINELLAS** is a covered entity and agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request. **DOH PINELLAS** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement. (See Attachment 4)

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

41. Agreement Management:

The parties designate the following persons as liaisons:

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

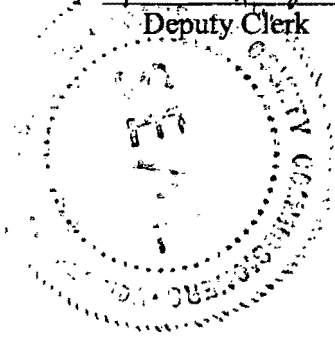
Melissa Van Bruggen
Florida Department of Health-Pinellas County
205 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33701
(727) 824-6900 extension 4667

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:
Ken Burke
Clerk of Circuit Court

By: Norman D. Kay
Deputy Clerk



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

By: John Mouw
Chairman
DATE: 9/10/15

FLORIDA DEPARTMENT OF HEALTH

By: R. C. D. Hill
Print Name: Kim E. Barnhill
Print Title: Deputy Secretary
DATE: 9/28/15

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Assistant County Attorney