

HUMAN SERVICES FUNDING AGREEMENT

Pinellas County Health Program Hospital Provider

Legistar ID Number: 24-1528A

THIS AGREEMENT (Agreement) is effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called 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**."

WITNESSETH:

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

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

WHEREAS, **PROVIDER** is committed to serving the health care needs of the residents of Pinellas County, regardless of ability to pay, and has established a charity care policy under which it provides free or reduced cost services to indigent patients; and

WHEREAS, the **PARTIES** believe it is in the best interest of the Pinellas County Health Program ("PCHP") to partner with our local **PROVIDER** for the provision of health care services to indigent Pinellas County residents; and,

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

WHEREAS, the **COUNTY** desires to reduce the use of emergency room facilities for non-emergent health needs; and,

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

WHEREAS, the **COUNTY** intends to ensure access to care to individuals enrolled in the PCHP by using County revenues to make payments directly to **PROVIDER** to support the provision of such care; and

WHEREAS, the parties desire to maximize and coordinate the availability of services for PCHP clients supported with **COUNTY** revenues, **PROVIDER** charity care, and Medicaid payments, such as Disproportionate Share Hospital (“DSH”) payments and Low-Income Pool (“LIP”) payments, and

WHEREAS, to achieve such maximization and coordination, this agreement clarifies that, in lieu of receiving direct payments to support the provision of care to PCHP enrollees, **PROVIDER** may request that **COUNTY** transfer such payments in the form of intergovernmental transfers (“IGTs”) to be utilized by the State of Florida’s Medicaid program to support the provision of care for indigent patients, such as through DSH and LIP payments.

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

1. Recitals

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services

a. The **PROVIDER** shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Program (PCHP), including through its subcontracted primary care provider(s) as authorized by the Pinellas County Human Services Department:

- i. Coordinate Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
 - ii. Provide and/or coordinate procedures, including pharmacy, medical/surgical supplies, pathology, anesthesiology, diagnostic imaging and all other ancillary services as related to inpatient procedures.
 - iii. Provide care services for inpatient and outpatient clients.
 - iv. 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 evidence-based 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.

3. Term of Agreement

This Agreement shall become effective upon execution by both parties and shall expire on September 30, 2025, but shall govern services provided by **PROVIDER** as of October 1, 2024. The parties reserve the right to renew this agreement for one (1) additional twelve (12) month term.

4. Compensation

a. The **COUNTY** agrees to pay **PROVIDER** an amount not to exceed **\$2,094,972.07** for the services outlined in Section 2 provided throughout the fiscal year dated October 1, 2024, through September 30, 2025, except to the extent **PROVIDER** requests and **COUNTY** opts to make IGTs consistent with subparagraph h. 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.

b. All requests for payment shall consist of an invoice for one-fourth (1/4) of the annual contract amount.

c. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of each quarter as indicated below. The **COUNTY** shall not reimburse **PROVIDER** in excess of the amount budgeted without prior approval or notification. To meet fiscal year deadlines, County fiscal year-end invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements and/or as mutually agreed by the Parties.

<u>Service Time Period</u>	-	<u>Invoice Submission Timeframe</u>
Oct. 1, 2024-Dec. 31, 2024	-	Jan. 1, 2025- Jan. 30, 2025
Jan. 1, 2025-Mar. 31, 2025	-	Apr. 1, 2025- Apr. 30, 2025
Apr. 1, 2025-Jun. 30, 2025	-	Jul. 1, 2025- Jul. 30, 2025
Jul. 1, 2025-Sep. 30, 2025	-	Oct. 1, 2025- Oct. 5, 2025*

*Note shortened invoice submission timeframe for **COUNTY** fiscal year-end.

d. The **COUNTY** shall pay **PROVIDER** invoices in accordance with the Local Government Prompt Payment Act within 45 days of the **COUNTY** receipt of a proper invoice

including required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment for the unvalidated amount and short pay the undisputed payment amount until such time as the **COUNTY** accepts the remedied documentation and/or reports.

e. **COUNTY** shall remain a payer of last resort.

f. **PROVIDER** shall charge no co-pays nor balance bill any patient enrolled for services in PCHP for services related to this Agreement.

g. Any funds expended in violation 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**.

h. **PROVIDER** may request, in lieu of direct payments, that **COUNTY** transfer such amounts in the form of an IGT to the State of Florida for use in the State of Florida's Medicaid program, such as through DSH or LIP, to support the provision of hospital health care services to low-income patients for the applicable year. Such IGTs shall be voluntary on the part of the **COUNTY** and shall be made from public funds derived from **COUNTY** taxes appropriated for the purposes of supporting indigent care, consistent with 42 C.F.R. § 433.51. Such IGT shall not supplant existing IGTs as assessed within the Local Provider Participation Fund (LPPF) by Resolution per Pinellas County Ordinance 24-16.

5. Data Collection and Performance Measures

a. **PROVIDER** agrees to submit monthly client data reports to the **COUNTY**, consistent with the data elements found in Attachment 1. The **COUNTY** and **PROVIDER** may mutually agree to amend data elements or reports as necessary to ensure that the overall

programmatic purpose is demonstrated, quantified, and achieved. **PROVIDER** agrees to submit data and reports through a mutually agreed upon secure method designated by the **COUNTY**.

b. Program data shall be submitted to the **COUNTY** no later than thirty (30) calendar 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 fifteen (15) days of notification of the error. Where no activity has occurred within the preceding period, **PROVIDER** shall provide a written explanation for non-activity.

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

6. 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.

7. Personnel

a. Qualified Personnel. **PROVIDER** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement, as applicable. **PROVIDER** shall maintain such

documentation on file for audit by the **COUNTY** during the term of this agreement and for a period of at least five (5) years after final payment is made.

b. **PROVIDER** shall, at its earliest opportunity and in no event later than ten (10) business days following a change, submit written notification by email to the **COUNTY** if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i. Chief Executive Officer (CEO)
- ii. Chief Operations Officer (COO)
- iii. Chief Financial Officer (CFO)
- iv. Chief Information Technology Officer (CITO) or
- v. Any other equivalent position within **PROVIDER**'s Organizational chart.

8. E-VERIFY

a. **PROVIDER** must register with and use the E-verify system in accordance with Florida Statute 448.095. **PROVIDER** shall submit an affidavit of compliance with this section at the start of this agreement.

b. **PROVIDER** enters into a contract with a Subcontractor, the Subcontractor must provide **PROVIDER** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. **PROVIDER** must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY**, **PROVIDER**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but **PROVIDER** otherwise complied with this provision, the **COUNTY** will notify **PROVIDER** and order that **PROVIDER** immediately terminate the contract with the Subcontractor.

e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. **PROVIDER** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **PROVIDER**, the **PROVIDER** may not be awarded a public contract for at least one (1) year. **PROVIDER** acknowledges that **PROVIDER** is liable for any additional costs incurred by the **PROVIDER** as a result of termination of any contract for a violation of this section.

f. **PROVIDER** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. **PROVIDER** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

9. Special Situations and Critical Incidents

PROVIDER agrees to inform the **COUNTY** within ten (10) business days of knowledge of any circumstances or events which may reasonably be considered to jeopardize the **PROVIDER's** capability to continue to meet its obligations under the terms of this Agreement (Critical Incidents). Critical incidents may include, but are not limited to, those resulting in injury, media coverage, investigation/lawsuit, breach of information, or public reaction that may have an impact on **PROVIDER's** or **COUNTY's** ability to protect and serve its participants, or other significant effect on **PROVIDER** or **COUNTY**. **PROVIDER** shall report critical incidents

electronically to the COUNTY at HSContracts@pinellas.gov and the Contract Manager. PROVIDER may use a PROVIDER Incident Reporting form or the COUNTY Critical Incident Report Form, however, all submissions shall include full details and disposition of the incident, excluding personally identifying information of involved parties.

10. Assignment/Subcontracting

a. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred, or delegated to any other person or entity, except in the case of PROVIDER, which may assign, transfer, or delegate duties under this Agreement to its affiliated entities. Any purported assignment in violation of this section shall be null and void.

b. PROVIDER is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein.

11. 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.

12. Indemnification

PROVIDER agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of PROVIDER; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or

decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the **COUNTY**.

13. Insurance

PROVIDER shall comply with the insurance requirements set out in Attachment 2, attached hereto and incorporated herein by reference. **PROVIDER** shall provide a certificate of insurance to the **COUNTY**.

14. Public Entities Crimes

PROVIDER is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to the **COUNTY** that **PROVIDER** is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Business Practices and Documentation

a. **PROVIDER** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b. **PROVIDER** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for five (5) years after final payment is made.

c. **PROVIDER** records relating to this Agreement shall be subject to audit by the **COUNTY** and **PROVIDER** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

16. Monitoring and Audit

a. The **PROVIDER** will comply with **COUNTY** and departmental policies and procedures including, but not limited to contract monitoring and performance improvement.

b. The **PROVIDER** will cooperate in monitoring site visits including, but not limited to, access to sites, staff, fiscal and client records as well as programmatic documents. The **PROVIDER** shall provide related information at any reasonable time.

c. The **PROVIDER** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d. The **PROVIDER** shall submit monitoring or site visit reports for 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 within ten (10) days of the **PROVIDER**'s receipt of the monitoring report.

e. If the **PROVIDER** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **PROVIDER**.

f. All monitoring 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. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

g. The **PROVIDER** shall retain all records relating to this Agreement for a period of at least five (5) 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, the **COUNTY** reserves the right to examine and/or audit such records.

22. Public Records

PROVIDER acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. **PROVIDER** 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 the **PROVIDER** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires the **PROVIDER** perform the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.
- b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are deemed exempt and/or confidential are exempted from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **PROVIDER** does not transfer the records to the **COUNTY**.
- d. Should the **PROVIDER** receive a public records request for records pertaining to the **COUNTY**, or services funded by the **COUNTY**, **PROVIDER** shall provide notification to

the **COUNTY** within two (2) business days of the date of the records request. This notification is for information purposes only and shall not delay **PROVIDER** response to the public records request.

e. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of **PROVIDER** or keep and maintain public records required by the **COUNTY** to perform the service. If **PROVIDER** transfers all public records to the **COUNTY** upon completion of the contract, **PROVIDER** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **PROVIDER** keeps and maintains public records upon completion of the contract, **PROVIDER** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
HSContracts@pinellas.gov
(727) 464-8445

23. Nondiscrimination

a. Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights, the **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

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

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

d. **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.

e. 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 **PROVIDER**.

24. 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 of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b. **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 **PROVIDER** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, **PROVIDER** may identify the prospective business association, interest or circumstance, the nature of work that **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 **PROVIDER**. The **COUNTY** agrees to notify **PROVIDER** of its opinion within ten (10) calendar days of receipt of notification by **PROVIDER**, which shall be binding on **PROVIDER**.

25. 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 **PROVIDER** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and

Unemployment Insurance are available from the **COUNTY** to the employees, agents, or servants of the **PROVIDER**.

26. Additional Funding

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by federal and state law and applicable federal and state rules and regulations. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**, in advance of a commitment of **COUNTY** funds as match.

27. Amendment/Modification

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated 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.

28. Agreement Management and Notice

All notices and other communications referred to and required herein must either be given by US Postal Service mail or email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via US mail shall be the date it is deposited in the mail, postage prepaid, certified or registered, return receipt requested, or if email, the date sent to the email address set forth below. Each party must advise the other parties of any status change concerning this Notice section.

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

Abigail Stanton, Contract Manager

Sara Gordils, Contracts Section Manager

Pinellas County Human Services

Pinellas County Human Services

440 Court Street, 2nd Floor

440 Court Street, 2nd Floor

Clearwater, Florida 33756

Clearwater, Florida 33756

Astanton@pinellas.gov

sgordils@pinellas.gov

and

PROVIDER designates the following person(s) as the liaison:

John Learn, Government Relations Manager

BayCare Health System

2985 Drew Street

Clearwater, FL 33759

(727)754-9216

John.Learn@baycare.org

29. Termination

a. Either party may cancel this Agreement without cause by giving thirty (30) days prior notice to the other party in writing of the intention to cancel.

b. Failure of **PROVIDER** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, **PROVDIER** shall be given no less than thirty (30) calendar 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, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to **PROVIDER**.

c. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify **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 **PROVIDER** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, **PROVIDER** shall repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

30. Governing Law

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

31. Conformity to the Law

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

32. Prior Agreement, Waiver, and Severability

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. 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.

SIGNATURE PAGE FOLLOWS

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

APPROVED AS TO FORM
By: Cody J. Ward
Office of the County Attorney



ATTEST: KEN BURKE, CLERK

By: [Signature]

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

By: [Signature]

Kathleen Peters, Chair

Date: October 15, 2024

BayCare Health System, Inc.

By: [Signature]

Keri Eisenbeis, Chief of Staff

Date: 9/24, 2024

Attachment 1: Data Elements

INPATIENT DATA FILE	OUTPATIENT DATA FILE
Patient Control Number	Patient Control Number
Medical/Health Record Number	Medical/Health Record Number
Patient SSN	Patient SSN
Patient DOB	Patient DOB
Patient Ethnicity	Patient Ethnicity
Patient Race	Patient Race
Patient Sex	Patient Sex
Patient Zip Code	Patient Zip Code
Type of Service Code	Type of Service Code
Priority of Admission	Priority of Admission
Source of Admission/Origin	Source of Admission/Origin
AHCA Facility Number	AHCA Facility Number
Admission Date	Admission Date
Inpatient Admission Time	Inpatient Admission Time
Discharge Date	Discharge Date
Discharge Time	Discharge Time
ED Hour of Discharge	ED Hour of Discharge
ED Date of Arrival	ED Date of Arrival
ED Hour of Arrival	ED Hour of Arrival
Attend Practitioner NPI Nbr	Attend Practitioner NPI Nbr
Operating Practitioner NPI Nbr	Operating Practitioner NPI Nbr
Principal Diagnosis Code	Principal Diagnosis Code
Other Diagnosis Code (1)	Other Diagnosis Code (1)
Other Diagnosis Code (2)	Other Diagnosis Code (2)
Other Diagnosis Code (3)	Other Diagnosis Code (3)
Principal Procedure Code	Principal Procedure Code
Other Procedure Code (1)	Other Procedure Code (1)
Other Procedure Code (2)	Other Procedure Code (2)
Other Procedure Code (3)	Other Procedure Code (3)
Phone Number	Phone Number
Adress 1	Adress 1
Adress 2	Adress 2
City	City
State	State
Zip Code	Zip Code
Email	Email
Hospital	Hospital

**Attachment 2:
INSURANCE REQUIREMENTS**

The following insurance requirements are included in this agreement:

LIMITATIONS ON LIABILITY

PROVIDER acknowledges and agrees that the services will be provided without any limitation on the **PROVIDER's** liability. The County objects to and shall not be bound by any term or provision that purports to limit the **PROVIDER's** liability to any specified amount in the performance of the services. The **PROVIDER** shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The **PROVIDER** is deemed to have accepted and agreed to provide the services without any limitation on the Agency's liability that the **PROVIDER** does not take exception to in its response. Notwithstanding any exceptions by the **PROVIDER**, the County reserves the right to declare its prohibition on any limitation on the **PROVIDER's** liability as non-negotiable, to disqualify any quote that includes exceptions to this prohibition on any limitation on the Agency's liability, and to proceed with another responsive, responsible quote, as determined by the County in its sole discretion.

1. INSURANCE

PROVIDER shall 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, **PROVIDER** shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. **PROVIDER** may elect to satisfy any or all of the insurance requirements and/or deductibles by use of self-insurance, and/or a captive insurance company owned by **PROVIDER**. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by **PROVIDER** shall be assumed by, for the account of, and at the sole risk of **PROVIDER**.

Upon selection of **PROVIDER** for award, **PROVIDER** shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A.** Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Agency or their agent prior to the expiration date.

- 1)** **PROVIDER** shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage

received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Agency of this requirement to provide notice.

- 2) Should PROVIDER, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this Agreement, the PROVIDER shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between PROVIDER and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the PROVIDER to the same extent PROVIDER is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from PROVIDER to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County
- 6) Identify the County as an intended third-party beneficiary of the subcontract. PROVIDER shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Attachment 2 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Agency.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

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

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for physical abuse or sexual molestation

Limits

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

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

Limits

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

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

Professional Liability and other coverage combined.

- 4) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, 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

For acceptance of Cyber Risk 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 Cyber Risk Liability and other coverage combined.