

PINELLAS COUNTY HEALTH PROGRAM

HOSPITAL PROVIDER AGREEMENT

THIS AGREEMENT (Hospital Provider Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and Bayfront HMA Medical Center LLC., a Florida Corporation, D.B.A. Bayfront Medical Center, whose address is 701 6th Street, St. Petersburg, Florida 33701, hereinafter called the "**AGENCY**."

WITNESSETH:

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

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

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

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

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

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

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

1. Scope of Services.

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

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

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

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

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

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

2. Term of Agreement.

The services of the AGENCY shall commence on October 1, 2017 and the agreement shall expire on September 30, 2020. Parties reserve the right to renew this agreement for up to two (2) additional one-year periods after the expiration of the initial term by mutual written agreement of the parties. This option shall be exercised only if all terms and conditions remain the same or are substantially similar and approval is granted by the designated County authority.

3. Compensation.

a) The COUNTY agrees to pay the AGENCY an amount not to exceed Five Hundred and Eighty Two Thousand and No/100 (\$582,000.00) dollars per fiscal year for the services described in Section 1 of this Agreement subject to annual review and amendment based upon inpatient and ambulatory share of utilization.

b) AGENCY shall be paid the annual compensation in four equal installments per year for services rendered during the term of this Agreement. All requests for installment payments must be submitted on a quarterly basis and shall consist of an invoice for the quarterly amount, signed by an authorized AGENCY representative. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of the quarter. The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. COUNTY shall not reimburse AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The COUNTY shall reimburse to the AGENCY in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required

documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

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

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

f) In the event that the funds available for services under this Agreement become fully encumbered, **AGENCY** shall continue to provide services to enrolled clients, to the extent specified in this Agreement, through the remainder of term of this Agreement, at no additional expense to **COUNTY**. **AGENCY** shall charge no co-pays or balance bill any patient enrolled for services in the Pinellas County Health Program for services related to this Agreement.

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

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

4. **Reports**

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

5. Records.

The **AGENCY** shall keep adequate records and supporting documentation applicable to the delivery of medical services under this Agreement in accordance with **AGENCY**'s standard policies and procedures. Said records and documentation shall be retained for a minimum of seven (7) years from the date this Agreement is completed and accepted by the **COUNTY**. **COUNTY** and its authorized agents shall have the right to review, inspect and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at **COUNTY** expense. To the extent **AGENCY** uses a third party to provide copies of records and documentation, pursuant to this section, **COUNTY** shall pay the full cost of such third party expenses.

- b) **AGENCY** shall make available to the **COUNTY**, for periodic audit, data prepared under their regular accounting procedures using their normal rate charges for all patients covered under this Agreement. Information shall contain the patient's name and detailed information about services rendered by **AGENCY**. Data regarding service

provided in furtherance of this Agreement may be separately and directly provided.

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

6. HIPAA

a) The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement. (See Attachment 1.)

b) The **AGENCY** is a covered entity and **AGENCY** 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.

7. Cancellation.

a) The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel, or with cause if at any time the **AGENCY** fails to fulfill or abide by any of the terms or conditions specified. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the **COUNTY**.

b) In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of

receiving additional funds under this Agreement.

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

8. Amendment/Modification.

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

9. Indemnification.

The AGENCY 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 AGENCY; 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; except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

10. Insurance.

The AGENCY shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to the COUNTY. The insurance requirements shall remain in effect throughout the term of this Agreement.

11. Nondiscrimination.

a) The AGENCY 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 race, color, religion, sex, (including pregnancy discrimination and sexual harassment), sexual orientation, national origin, age, marital status, or disability. These provisions cover all conditions and terms of employment including recruitment, selection, promotion, transfer, pay, tenure, discipline, discharge, and privileges.

b) The AGENCY shall not discriminate against any person on the basis of race, color, religion, sex, (including pregnancy discrimination and sexual harassment), sexual orientation, national origin, age, marital status, or disability in admission, treatment, or participation in its programs, services and activities.

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

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

12. Independent Contractor.

It is expressly understood and agreed by the parties that AGENCY is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the COUNTY. No agent, employee, or servant of the AGENCY 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 COUNTY to the employees, agents, or servants of the AGENCY.

13. Governing Law.

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

14. Conformity to the Law.

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

15. 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.

16. Agreement Management.

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

Tim Burns
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

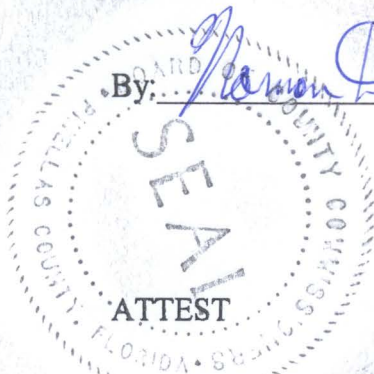
Wayne Patrick, Chief Operating Officer
Florida-Revenue Cycle Service Center
Bayfront HMA Medical Center, LLC.
101 Paramount Drive – Suite 320
Sarasota, FL 34232
(941) 444-8102
Wayne.Patrick@hma.com

SIGNATURE PAGE FOLLOWS

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

ATTEST
Ken Burke
Clerk of Circuit Court

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

By: *Raymond D. Loy*

By: *Shaw E. Kays*

By: *Janet L. Long*
Chairman

Bayfront HMA Medical Center, LLC.

By: *Kathryn J. Gillette*
Kathryn J. Gillette
Chief Executive Officer
Bayfront HMA, LLC.

Date: July 10, 2017

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*
Assistant County Attorney