## HUMAN SERVICES FUNDING AGREEMENT

Hospital Provider Agreement

Legistar ID Number: 22-0219A

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 **TARPON SPRINGS HOSPITAL FOUNDATION**, **INC.**, a non-profit Florida corporation, dba **ADVENTHEALTH NORTH PINELLAS**, whose address is 1395 South Pinellas Avenue, Tarpon Springs, FL 34689, 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 in the best interest of the residents of Pinellas County to receive health care services provided by our local **AGENCY**; and

WHEREAS, the health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; and

WHEREAS, health is influenced by many factors beyond genetics and medical care, including the social, economic, service, and physical environments, both natural and built, and conditions in which people live, learn, work, play, and age. These environments and conditions are known as the social determinants of health; and

WHEREAS, policies implemented by the **COUNTY** related to food access, housing, transportation, public safety, education, criminal justice, and economic development significantly affect health inequities and the social determinants of health; and

WHEREAS, the COUNTY, after full consideration, determined that the AGENCY assists in ensuring the broadest geographical coverage for the 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. <u>Recitals</u>

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

# 2. <u>Scope of Services.</u>

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 through its contracted health care provider:

- Coordinate Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
- 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 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.

f) The AGENCY will participate in a Bus Pass Program in which the COUNTY will issue a predetermined quantity of bus passes to the AGENCY. The bus passes shall be utilized to provide transportation for needs such as follow-up appointments, travel home, or other use as determined by the COUNTY.

## 3. <u>Term of Agreement.</u>

a. The term of this Agreement commences upon execution of this Agreement by both Parties and shall expire on September 30, 2024. Following the commencement of this Agreement, reimbursement for services and costs rendered by the **AGENCY** on or after October 1, 2022, may be invoiced. Compensation will be adjusted annually as outlined in Section 4 below.

## 4. <u>Compensation.</u>

a. The COUNTY agrees to pay the AGENCY an amount not to exceed Sixty

Thousand, and NO/100 (\$60,000.00) per fiscal year for the services described in Section 2 of this Agreement. The **PARTIES** reserve the right to adjust future fiscal year(s) compensation amounts pursuant to an annual review based upon inpatient and ambulatory share utilization, as established in writing by mutual agreement of the **PARTIES** without the need to further amend this Agreement.

b. All requests for reimbursement payments must be submitted no more frequently than on a quarterly basis and shall consist of an invoice for one-fourth (1/4) of the annual contract amount, signed by an authorized **AGENCY** representative, and accompanied by reports as required in Section 5, herein. Any quarter for which services are not provided for the full quarter shall be prorated for the number of days that services were made available. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of the quarter. Specifically, invoices are due between January 1, 2023 and January 31, 2023 (for the first quarter), April 1, 2023 and April 30, 2023 (for the second quarter), July 1, 2023 and July 30, 2023 (for the 3<sup>rd</sup> quarter), October 1, 2023 and October 30, 2023 (for the fourth quarter). Unless otherwise provided for in Section (h) below (LIP). 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.

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. In the event that the funds available for services under this Agreement becomes fully encumbered, **AGENCY** shall continue to provide services to enrolled clients, to the extent specified in the 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.

f. 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 lowincome 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 be 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.

g. 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.

i. 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** 

## 5. <u>Data Collection</u>

a. The AGENCY agrees to submit monthly program data reports to the COUNTY, consistent with the data elements and collection standards found in Attachment 1. The COUNTY reserves the right to amend these data elements or reports as necessary to ensure that the overall

programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the **COUNTY**.

b. Program data shall be submitted to the **COUNTY** no later than thirty (15) days following the end of the month.

## 6. <u>HIPAA.</u>

a. The AGENCY is a HIPAA Covered Entity. The 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.

b. The AGENCY understands and agrees that the COUNTY, as a political subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the COUNTY is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103. Therefore, the AGENCY, shall make available to the COUNTY any/all records pertaining to rendered services funded in total or in part by the COUNTY for the purposes of coordinating medical and behavioral health care treatment services, performing quality assurance reviews of services rendered by the AGENCY, and conducting financial and program operational audits. The AGENCY shall comply with requests from the COUNTY for access to requested information, including protected health information, within a timely manner and without restriction. The AGENCY agrees that the COUNTY retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services

provided to clients/consumers under the terms of this Agreement. The **COUNTY** shall be entitled to make and retain possession of copies of any treatment plans, records, reviews, and essentially similar materials which relate to the services provided to clients/consumers under the terms of this Agreement and the **AGENCY** shall not restrict the **COUNTY** from such possession.

c. AGENCY shall provide clients their individual client medical records for inspection and copying in accordance with 45 CFR Part 164.524.

d. The AGENCY shall develop Data Sharing Agreements and Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care. The AGENCY shall identify and provide points of contact to local CSUs to minimize the amount of time their client spends in a Crisis Stabilization Unit (CSU) and to optimize care coordination.

# 7. Data Collaborative.

In the fall of 1999, the Pinellas County Data Collaborative was established pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **AGENCY** agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development. The **AGENCY** may also be required to execute a Data Sharing Agreement to facilitate information sharing.

## 8. <u>Personnel</u>

a. <u>Qualified Personnel.</u> The **AGENCY** 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.

b. The AGENCY shall, within three (3) business days of changes, submit written notification by electronic mail to their Contract Manager 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 the AGENCY's Organizational chart.
- vi. Integral personnel funded through this Agreement or direct Supervisors of personnel funded through this Agreement

## 9. Documentation.

The AGENCY shall maintain and provide the following documents upon request by the COUNTY within three (3) business days of receiving the request, as applicable:

- a. Articles of Incorporation
- b. AGENCY By-Laws
- c. Past twelve (12) months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter

- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions and AGENCY Organizational Chart
- I. Match documentation

#### 10. Special Situations.

a. The AGENCY agrees to inform the COUNTY within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the AGENCY's or the COUNTY's ability to protect and serve its participants, or other significant effect on the AGENCY or the COUNTY. Circumstances or events shall be reported to the designated COUNTY contact in the form prescribed by the COUNTY.

#### 11. <u>Amendment/Modification.</u>

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. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Attachment 2.

### 12. <u>Termination.</u>

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. Failure of the **AGENCY** 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, the **AGENCY** shall be given thirty (30) days to cure said breach. If the **AGENCY** 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 the **AGENCY**.

b. 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.

c. 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 repay such amount and, at the option of the COUNTY, be deemed to have waived the privilege of receiving additional funds under this Agreement.

#### 13. Assignment/Subcontracting.

a. 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.

b. The AGENCY is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The AGENCY shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the COUNTY, without the prior written consent of the COUNTY, which shall be determined by the COUNTY in its sole discretion.

## 14. 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.

## 15. 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 the 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.

## 16. Insurance.

The AGENCY shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3 and provide a Certificate of Insurance to the COUNTY. The insurance requirements shall remain in effect throughout the term of this Agreement.

### 17. Public Entities Crimes.

The AGENCY is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the COUNTY that the AGENCY 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. The AGENCY represents and certifies that the AGENCY is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The AGENCY agrees that any contract awarded to the AGENCY will be subject to termination by the COUNTY if the AGENCY fails to comply or to maintain such compliance.

### 18. <u>Business Practices.</u>

a. The AGENCY 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. The AGENCY shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

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

#### 19. Public Records.

The AGENCY 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. The AGENCY 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 AGENCY policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires AGENCY 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 **AGENCY** does not transfer the records to the **COUNTY**.

d. Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the AGENCY or keep and maintain public records required by the COUNTY to perform the service. If the contractor transfers all public records to the COUNTY upon completion of the contract, the AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AGENCY

keeps and maintains public records upon completion of the contract, the **AGENCY** 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

> Public Records Liaison 440 Court St., 2<sup>nd</sup> Floor Clearwater, FL 33756 <u>astanton@pinellascounty.org</u> (727) 464-8437

## 20. 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. 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 of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation. c. The AGENCY 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. 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.

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 the AGENCY.

## 21. 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. The AGENCY 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 AGENCY is in doubt as to whether a prospective business association, interest, or

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

#### 22. Independent Contractor.

It is expressly understood and agreed by the parties that the 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 the COUNTY to the employees, agents, or servants of the AGENCY.

## 23. Governing Law.

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

## 24. Conformity to the Law.

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

## 25. <u>E-VERIFY</u>

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

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

c. If the **COUNTY**, the **AGENCY**, 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 the **AGENCY** otherwise complied with this provision, the **COUNTY** will notify the **AGENCY** and order that the **AGENCY** 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 considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The AGENCY acknowledges upon termination of this agreement by the COUNTY for violation of this section by AGENCY, the AGENCY may not be awarded a public contract for at least one (1) year. The AGENCY acknowledges that the AGENCY is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

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

### 26. 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.

#### 27. Agreement Management.

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

Abigail Stanton, Contracts Division Director Pinellas County Human Services 440 Court Street, 2<sup>nd</sup> Floor Clearwater, Florida 33756 astanton@pinellascounty.org AGENCY designates the following person(s) as the liaison:

> Santana, Vice President, Divisional Revenue Cycle Officer Tarpon Springs Hospital Foundation, Inc. DBA AdventHealth North Pinellas 1395 South Pinellas Ave Tarpon Springs, FL 34689 813-615-7765

## SIGNATURE PAGE FOLLOWS

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

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

> > Chairman

Date: \_\_\_\_\_, 2022

ATTEST:

By:\_\_\_\_

TARPON SPRINGS HOSPITAL FOUNDATION, Inc.

Je and the second secon \_\_\_\_\_ By: Title: CFO

Date: \_

APPROVED AS TO FORM By: <u>Matthew Tolnay</u> Office of the County Attorney