## PINELLAS COUNTY HEALTH PROGRAM HOSPITAL PROVIDER AGREEMENT Second and Final Option of Renewal

THIS AGREEMENT made and entered into on the date below. Between the PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and BAYCARE HEALTH SYSTEM, INC., a Florida Not-For-Profit 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 require medical services which they cannot afford; and,

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

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

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

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

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

- 1. This Agreement is hereby renewed pursuant to Section 2 thereof, effective October 1, 2017, and continuing for a period of twelve months from that date unless terminated or cancelled as provided therein.
- 2. Section 3 of the Agreement is hereby amended to read as follows:

## 3. Compensation

- a) The total annual compensation provided for under this Agreement shall be in an amount not to exceed Two Million Three Hundred and Seventy-Six Thousand and No/100 (\$2,376,000.00) dollars for services provided in per section 1 of this Agreement.
- b) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **PROVIDER** representative, and accompanied by reports as required in Section 6, herein. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of each month.
- 3. Section 6 of the Agreement is hereby amended to read as follows:
  - **PROVIDER** shall submit standardized monthly reports utilizing a mutually agreeable format established by the **COUNTY** including, but not limited to, client-specific data elements delivered in the Agency for Healthcare Administration (AHCA) standard format. Monthly reports are due within 30 days following the end of the month. If any mistake or omission is discovered in the report, an accurate and complete updated report shall be sent within 15 days of notification of the error. The **COUNTY** and **PROVIDER** may mutually agree in writing to modify report formats with the aim to collect the most meaningful and significant data.
- 4. Except as herein provided, all other terms and conditions of the Agreement 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 first above written.

ATTEST: Ken Burke Clerk of Circuit Court	PINELLAS COUNTY, FLORIDA, Acting by and through its Board of County Commissioners
By: Deputy Clerk	By: Chairman
ATTEST: By: Yatn'ce Nolan Lane.	BAYCARE HEALTH SYSTEM, INC.  By: Nommy Myra  Tommy Inzina  Title: President CEO  BayCare Health System, Inc.  Date: 1/25/17

APPROVED AS TO FORM

Office of the County Attorney

By: