# PINELLAS COUNTY HEALTH PROGRAM INTERLOCAL AGREEMENT

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

#### WITNESSETH:

WHEREAS, the **COUNTY** desires to provide access to health care for the low-income, uninsured residents of Pinellas County through the Pinellas County Health Program (PCHP) and the Healthcare for the Homeless Program (HCH); 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** desires to continue working with the **COUNTY** as a contracted provider to provide health care services to uninsured adult (18-64 years) residents of Pinellas County; and

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

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

WHEREAS, the **COUNTY** desires that **DOH** continue to engage as a contracted provider to provide for quality assurance, behavioral health, prescription assistance, specialty services and dental services in order to promote overall integrated health services for eligible clients as a patient-centered medical home.

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

### 1. <u>Authority.</u>

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.

The services of **DOH** shall commence on October 1, 2018 and the agreement shall expire on September 30, 2021. Parties reserve the right to renew this agreement for one (1) additional two-year (2) term.

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

- a. DOH shall provide healthcare services to low-income, uninsured citizens of Pinellas County who are enrolled in PCHP, consistent with the COUNTY's requirements contained herein. Services may be provided directly, through subcontracts, and/or through referrals. Covered services are outlined in Appendix A.
- b. Healthcare services shall be provided in accordance with the standards outlined in Appendix B, and with a focus on the following patient-centered medical home (PCMH) tenets:
  - i. Relationships, communication, and understanding between the patient, the physician, and physician-directed healthcare team (including behavioral health providers, medical specialists and contracted hospitals).

- ii. Continuity of care, including the requirement that a minimum of 60% 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. The targeted goal may be adjusted by mutual written agreement of the parties.
- iii. 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.
- Accessibility, including policies that support patient access and routine assessment of patients' perceptions and satisfaction regarding access to the medical home.
- v. 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. Healthcare under this Agreement is limited to individuals who meet PCHP eligibility criteria as to citizenship, residency, income, and insurance as defined in the PCHP Client Handbook (Attachment1).
- d. DOH agrees to provide up to fourteen work stations for COUNTY staff in locations throughout Pinellas County. The COUNTY will compensate DOH for utilities, telephone and janitorial/ maintenance services at these locations at a mutually agreed upon rate not-to-exceed \$141.00 per work station per month.

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

- a. Compensation for services in Section 3 of this Agreement is an amount not to exceed \$11,662,170.00 per year for the term of this Agreement, as indicated in the annual budget (Attachment 2).
- b. HCH Compensation
  - i. Continuation of this Agreement as it pertains to HCH operations is contingent upon receipt of funds from a third party Grantor.
  - ii. In the event that any staff outlined within this Agreement fails to report to his/her assigned duties as described in Appendix B of this Agreement and alternate staffing is not provided by **DOH**, compensation shall be reimbursed on a reduced pro-rated basis.
- c. Invoices
  - i. **DOH** shall remit an encounter-based invoice and a non-encounter operational invoice.
    - a) Encounter-based invoices shall consist of a summary of encounters by type, rate, and number, as defined in Appendix B; and shall be accompanied by client-level data reports for verification by the COUNTY at the department level.
    - b) Non-encounter invoices shall consist of a request for the operational amount, accompanied by the program invoice detail report and other reports as required in federal, state or local grant requirements.

- ii. The COUNTY shall reimburse DOH in accordance with the Florida Prompt Payment Act upon receipt of reports and performance measures as outlined in this Agreement. When the required documentation is incomplete or untimely, the COUNTY may withhold payment until such time the COUNTY accepts the revised reports.
- iii. In the event sufficient budgeted funds are not available for this Agreement for a new fiscal period, the **COUNTY** shall notify **DOH** of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the **COUNTY**.

### 5. <u>Performance Measures.</u>

**DOH** agrees to submit monthly client-level data to the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This data shall be submitted to the **COUNTY** no later than forty-five (45) days following the end of each month. Where no activity has occurred within the preceding period, **DOH** shall provide a written explanation for non-activity during the month. The report formats shall be prescribed and provided by the **COUNTY**.

Additionally, DOH will strive to meet target service levels as established by the Health Resources and Services Administration (HRSA) annual requirements through staffing, subcontracting, and or alternative scheduling methods. Additional recommended reporting elements may include:

- a. Patient Target
- b. PCMH

- c. UDS Reporting/Dashboard development and monitoring
- d. Clinical Measures
- e. Peer Review, Provider Productivity
- f. Credentialing/Privileging
- g. Referral Tracking
- h. Full participation in HRSA Site Visits
- QI/QA program that addresses the quality and utilization of health center services; patient satisfaction and patient grievance processes; and patient safety, including adverse events.

### 6. <u>Multiparty Release of Information Form.</u>

As a condition of receipt of a funding award from Pinellas County, **DOH** agrees to use a standard, community-wide Patient Authorization for Disclosure of Health Information Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

### 7. Data Sharing.

**DOH** agrees to share data including as outlined in the Data Sharing Agreement and provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research, and policy development. (Attachment 3.)

### 8. Monitoring.

a. **DOH** will comply with **COUNTY** and departmental policies and procedures.

- b. **DOH** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- DOH will submit other reports and information in such formats and at such times as may be prescribed by the COUNTY.
- d. **DOH** 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.
- e. If **DOH** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **DOH**.
- 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.

### 9. Documentation.

**DOH** 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 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
- 1. Match documentation

### 10. Disaster Response.

**DOH** will provide the **COUNTY** with a current copy of their Continuity of Operations Plan. **DOH** will participate in community disaster response operations as requested by the **COUNTY**. The **COUNTY** agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority. The **COUNTY** will seek to leverage the skills and services of **DOH**, as appropriate or applicable; however, other disaster duties may be requested. This period may be extended within the current contract period upon mutual agreement. **COUNTY** acknowledges that **DOH** has certain statutory obligations to coordinate and provide staffing for special needs shelters within Pinellas County, and **COUNTY** agrees to work with **DOH** in collaboration to provide optimal services for county residents and visitors in times of disaster.

### 11. Special Situations.

**DOH** agrees to inform **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. Incidents may include, but are not limited to, those resulting in injury, accidents or damage to county-owned property, media coverage or public reaction that may have an impact on **DOH**'s or the **COUNTY**'s ability to protect and serve its participants, or other significant effect on **DOH** or the **COUNTY**. Incidents shall be reported to the designated **COUNTY** contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

### 12. 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. Budget modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**.

### 13. Termination.

- a. If DOH fails to fulfill or abide by any of the provisions of this Agreement, DOH shall be considered in material breach of the Agreement. Where a material breach can be corrected, DOH shall be given thirty (30) days to cure said breach. If DOH fails to cure, or if the breach is of the nature that the harm caused cannot be undone, the COUNTY may immediately terminate this Agreement, with cause, upon notice in writing to DOH.
- b. In the event DOH uses any funds provided by this Agreement for any purpose or

program other than authorized under this Agreement, **DOH** shall, at the option of the **COUNTY**, repay such amount.

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

### 14. 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. DOH is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein.
  DOH 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.
- DOH shall ensure that no subcontractor shall bill enrolled PCHP/HCH clients for services provided during enrollment period.

### 15. Non-Exclusive Services.

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the **COUNTY** reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.

#### 16. Indemnification.

As the **COUNTY** and **DOH** 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.

### 17. <u>HIPAA.</u>

- a. DOH agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.
- b. DOH 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.

### 18. Insurance.

**DOH** shall maintain insurance covering all aspects of its operation dealing with this Agreement, and provide a Certificate of Insurance to the Pinellas County Human Services Department or verification of self-insurance.

#### 19. Public Entities Crimes.

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

#### 20. Business Practices.

- a. **DOH** 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. **DOH** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.
- c. All DOH records relating to this Agreement shall be subject to audit by the COUNTY and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, DOH shall provide an independent audit to the COUNTY, if so requested by the COUNTY.

#### 21. Nondiscrimination.

a. **DOH** 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.

- b. **DOH** 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.
- c. **DOH** 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 **DOH**.

# 22. Interest of Members of County and Others.

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.

# 23. Conflict of Interest.

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

# 24. Independent Contractor.

It is expressly understood and agreed by the parties that **DOH** 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 **DOH** 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 **DOH**.

# 25. <u>Non-Expendable Property.</u>

- a. For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one (1) year.
- b. **DOH** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.
- c. The **COUNTY** reserves the right to have its agent personally inspect said property.

- d. **DOH** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:
  - i. **DOH** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
  - ii. DOH shall use said property for the purposes of the program herein, or for similar purposes;
  - iii. The COUNTY shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement, if the DOH violates any provision of this Agreement, or if the DOH fails to use the property for the purposes of the project herein, or if the DOH ceases to exist for the purposes of this Agreement; and
  - iv. DOH shall reimburse funds to the COUNTY totaling a proportional share of the fair value of any non-expendable property purchased by DOH with funding obtained through this Agreement:
    - c) which is sold, or
    - d) if **DOH** fails to use the property for the purposes of the project herein, or
    - e) if **DOH** ceases to exist for the purposes of this Agreement.

The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The

**COUNTY** at its option may waive this requirement and allow **DOH** to retain any funds received from such sale.

#### 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. **DOH** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **DOH** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

# 27. Governing Law.

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

# 28. Public Records.

**DOH** 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. **DOH** 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** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, **DOH** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and policy, or Pinellas County's applicable Fee Schedule as authorized by law, for locating and producing public records during the term of this Agreement.

# 29. Conformity to the Law.

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

# 30. 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.

### 31. 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, 2<sup>nd</sup> Floor Clearwater, Florida 33756

**DOH** designates the following person(s) as the liaison:

Maria Maqueda, Contract Manager Florida Department of Health, Pinellas County Health Department 205 Dr. Martin Luther King Jr. St. N. St. Petersburg, FL, 33701

# 32. <u>Prohibition against Contracting with Scrutinized Companies.</u>

In compliance with F.S. 287.135(a), a Provider is ineligible to and may not enter into a contract with Department if the Provider is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or, is engaged in a boycott of Israel. In compliance with F.S. 287.135(b), for contracts of \$1 million or more, a Provider is ineligible to and may not enter into a contract a contract with Department if the Provider is (1) is on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473 or, (2) is engaged in business operations in Cuba or Syria. By entering into this Agreement, both parties are certifying that it is eligible to contract with Department and County, are not participating in a boycott of Israel, are not on the Scrutinized Companies with Activities in Sudan List, are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. In addition, this Agreement may be terminated if either party (1) has found to have submitted a false certification, (2) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, (3) has been placed on the Scrutinized Companies with Activities In Sudan List or the Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List; or, (4) has been engaged in business operations in Cuba or Syria.

### 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

Deputy Clerk

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

By: 🌈

Kenneth T. Welch, Chairman

, 2018 Dated:

### FLORIDA DEPARTMENT OF HEALTH

By:

10/3/18,2018 Dated:

ATTEST:

By Witnes

APPROVED AS TO FORM OFFICE OF COUNTY ATTORNEY

By:

Assistant County Attorney

# Appendix A- Schedule of Covered Services

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# APPENDIX A Schedule of Covered Services

# I. Primary and Preventative Care

Provider shall act as a medical home for the provision of primary care and preventative services at sites in accordance with the underlying Agreement and the Client Handbook. General primary medical care services are comprehensive and address prevention as well as acute and chronic conditions. At a minimum, these services include assessment, diagnosis, screening, education and treatment; referrals; and follow-up of such services. More specifically, 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. Provider shall provide basic laboratory services and tests. Diagnostic laboratory services are screening and diagnostic tests ordered by health center providers to provide information for the assessment of health center patients. At a minimum, these services include the specimen collection, processing and interpretation of the result, and must include access to a combination of: a) Clinical Laboratory tests, which are appropriate for the treatment and management of common conditions of the patient population. Additional tests include: Complete Blood Count (CBC) with differential and platelets, Comprehensive Metabolic Profile, Lipid profile, Thyroid-stimulating hormone (TSH), Prostate-Specific Antigen (PSA), Hemoglobin AIC (HgbA1c), International Normalized Ration (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 II 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. These services may also include any immunizations recommended by Federal, state or local authorities to address an outbreak.
- d) Screening services are performed based on identified risk factors in the patient population and/or communities to evaluate, treat, and educate a health center patient. At a minimum, these services include all of the following: cancer, communicable disease, cholesterol and blood lead.
  - 1. Cancer screenings at a minimum must include, but are not limited to, screening for breast, cervix, and colorectal cancers (e.g., mammography, Pap testing, fecal occult

blood testing, sigmoidoscopy, colonoscopy). 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.

- 2. Communicable disease screenings at a minimum must include, but are not limited to, testing for tuberculosis, HIV, Hepatitis B and C, and other sexually transmitted diseases/infections based on a patient's identified risk factors.
- 3. Cholesterol screenings are blood tests used to assess and understand a patient's risk for cardiovascular disease. Blood lead screenings at a minimum must comply with recommendations of state and/or local health departments for children at-risk for elevated blood lead levels.
- 4. Additional communicable disease screenings that are appropriate for special populations may also be included (e.g., screening for parasitic infections in migratory and/or seasonal agricultural worker populations).
- 5. Additional 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, depression screening, folic acid supplementation, high blood pressure screening, obesity screening, tobacco use and tobacco-caused disease counseling and intervention, and Type 2 Diabetes Mellitus screening.
- e) Electrocardiography (EKG) and/or spirometry as medically necessary.
- 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.
- g) **Wound care services** for ambulatory clients who are able to return to the medical home for follow up visits.
- h) Any referrals are based on the provider's documented assessment of the health center patient, indicating the medical necessity for referral(s) to other health-related services (including but not limited to specialty, behavioral health and substance abuse services).
   Follow-up of services includes the medical coordination of ongoing treatment involved with the transfer or discharge planning of health center patients in various settings.

# II. Specialty Laboratory Services

Provider shall provide basic laboratory services and tests as referenced in Section I(b). These diagnostic laboratory services are screening and diagnostic tests ordered by health center providers to provide information for the assessment of health center patients. All other laboratory and/or pathology services and tests, including those provided within the medical home, are defined as specialty labs.

Other services may also include access to high complexity laboratory tests in the support of basic health services, ordinarily provided by a certified reference laboratory. Provider shall subcontract for specialty lab services. Specialty labs will be provided to PCHP clients only through the subcontracted laboratory.

# III. Diagnostic Radiology

Diagnostic radiology services are the processing and interpreting of radiologic images to guide the health center provider's subsequent care and/or treatment of a patient. At a minimum, these services are inclusive of plain medical films. All other types of advanced diagnostic radiology (e.g., CT, MRI, diagnostic mammogram, advanced ultrasound, advanced imaging or nuclear medicine) are considered specialty services.

# IV. Behavioral Health Services

Behavioral health services encompass a wide array of services that address both mental health and substance abuse.

- a) Mental health services are the prevention, assessment, diagnosis, treatment/intervention, and follow-up of mental health conditions and disorders (e.g., depression, anxiety, attention deficit and disruptive behavior disorders) including care of patients with severe mental illness who have been stabilized. These services may include treatment and counseling for health center patients such as individual or group counseling/psychotherapy, cognitive-behavioral therapy or problem solving therapy, 24-hour crisis services, and case management services.
- b) Substance abuse services are screening, diagnosis, and treatment services for substance use disorders (e.g., abuse of alcohol, tobacco, prescription drugs). These services may include: age appropriate, harm/risk reduction and age appropriate counseling to address identified risk factors, support abstinence and/or decrease negative consequences of substance abuse; detoxification to manage withdrawal symptoms associated with substance abuse; and/or treatment/rehabilitation, to include individual and/or group treatment, counseling and case management. Treatment may occur in out-patient or in short-term residential settings and may include medication-assisted treatment (e. g., buprenorphine products, methadone, naltrexone).
- c) **Case management** services are the coordination of support and enabling services to meet the ongoing needs of a patient. At a minimum, these services include an assessment of factors affecting health (e.g., medical, social, housing, or educational), counseling and referrals to address identified needs and periodic follow-up of services.
- d) **Psychiatry** is considered a specialty service and shall include psychiatric medical visits, consultations, and file reviews.

# V. Prescription Services

Pharmacy services are provided at no cost to PCHP/MMU clients through a County contract with a pharmacy benefit management (PBM) company. Prescribed medications are limited to those medications and generic equivalents listed on the PCHP Pharmacy Formulary, as amended from time to time.

- a) County-funded pharmacy services are limited to a maximum of ten (10) medical prescriptions and five (5) non-medical prescriptions (e.g., supplies) per month with a 30 day or 90 day supply.
- b) The generic equivalent form of the drug must be dispensed if available. If no generic

equivalent exists, the brand name medication will be covered if it is on the formulary. Brand medications not on the formulary must be pre-authorized.

- c) Non-formulary medications prescribed during the time when a client is transitioning to free brand medications available through the Prescription Assistance Program (PAP), MedNet, must be pre-authorized. Clients will be advised by physicians and by pharmacists to enroll in MedNet in order to continue receiving these medications. If clients are not enrolled in MedNet after three refills, they will be required to pay for these medications.
- d) Temporary emergency authorization of necessary, non-formulary prescriptions may be authorized in life threatening situations. Proper justification must be submitted with the request to substantiate formulary exceptions.
- e) PCHP does not provide medications for chronic pain management. Prescriptions for controlled substances must be pre-authorized and will be covered only when written for acute injury /short-term pain relief, pre- or post-surgical events (neither to exceed 30 days), dental relief of pain, or for hematology-oncology clients.

# VI. Specialty Care Services

**Specialty Care Services** 

- a) Specialty care services may vary upon availability but shall seek to include specialties listed on the chart within this Appendix. Specialty care services may be provided by DOH Pinellas, if appropriate, or through referral to a qualified specialist.
- b) HRSA service descriptors for required specialty services include:
  - 1. Gynecological care services are the regular preventive assessment and appropriate treatment of conditions or disorders of the female reproductive system (with the exception of obstetrical services). At a minimum, these services must include pelvic and breast exams, cervical cancer screening, and the review of menstrual and reproductive history and gynecological symptoms. Basic gynecological ultrasounds are included in this category. Services may also include common gynecological procedures (e.g., colposcopy, hysterectomy, fibroid removal). Advanced gynecological services are considered specialty services (e.g., gynecologic oncology, urogynecology, reproductive endocrinology and infertility).

# VII. Home Healthcare Services and Durable Medical Equipment

Home healthcare services and durable medical equipment shall be provided as outlined in the Home Healthcare Covered Services schedule, as amended from time to time. Services include, but are not limited to:

- a) **Occupational therapy** services provide assessment and treatment services to assist patients in their ability to perform activities of daily living.
- b) **Physical therapy** services provide assessment and treatment services to assist patients to maintain, restore, and improve physical activity and functioning while ensuring safety.
- c) **Speech-language pathology/therapy** services provide assessment and treatment services to assist patients to improve and optimize their ability to communicate and swallow.

# VIII. Dental Care

Provider shall provide comprehensive dental services to adults enrolled in the PCHP/HCH at the closest medical homes that provide this service. Services include preventive and relief of pain services as follows:

- a) Preventive dental services prevent diseases of the oral cavity and related structures. At a minimum, these services include all of the following: basic dental screenings and recommendations for preventive intervention; oral hygiene instruction and related oral health education (e.g., prevention of oral trauma and oral cancer); oral prophylaxis, as necessary; and topical application of fluorides (e.g., fluoride varnishes) and the prescription of fluorides for systemic use when not available in the water supply. Services may include application of sealants, and diagnostic screening for caries and periodontal disease through the use of dental x-rays.
- b) Additional dental services are basic services at a general practice level to diagnose and treat disease, injury, or impairment in teeth and associated structures of the oral cavity and include any diagnostic x-rays or imaging. These services may include: fillings and single unit crowns; non-surgical-endodontics, extractions, periodontal therapies, bridges or dentures. Complex dental services (e.g., oral surgery, surgical endodontics, orthodontics) are considered specialty services.

# IX. Optometry

**Optometry** services assess the health of the eyes and related structures. These services include conducting routine eye exams, prescribing glasses/contacts, identifying related systemic conditions affecting the eye, and treating injuries and disorders of the visual system. Ophthalmology and surgical procedures of the eye (e.g., laser surgery) are considered specialty services.

# X. Outreach, Education, and Community Based Care

As applicable, provider shall provide or refer clients for outreach, education and/or community based care as follows:

- a) Eligibility assistance services are support to health center patients to establish eligibility for and gain access to appropriate federal, state and local programs that provide or financially support the provision of medical, social, educational, housing, or other related services (e.g., Medicaid, Veteran's benefits, the Special Supplemental Nutrition Assistance Program, Legal Aid).
- b) 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.
- c) Health education services are a variety of learning experiences designed to help individuals improve their health. At a minimum, these services include education regarding the availability and appropriate use of health services. Services may include primary prevention and/or targeted education on self-managed care and other health promoting behaviors for patients with identified risk factors or conditions (e.g., tobacco cessation). These services may also include education on injury prevention and unique

needs and risks of special populations (e.g., education to prevent common exposures experienced by migratory and/or seasonal agricultural workers).

- d) Outreach services are a broad range of culturally and linguistically appropriate activities focused on recruiting and retaining patients from the target population/service area. At a minimum, these services must promote awareness of the health center's services and support entry into care. These services do not involve direct patient care where a provider is generating a face-to-face visit with a patient, documenting the care in a patient medical record, or exercising clinical judgment in the provision of services to a patient.
- e) Transportation services are services that enable patients to access health center services when transportation would otherwise be a barrier to care (e.g., providing transport vans, bus tokens or vouchers for public transportation, or linkages to other community transportation programs).
- f) Translation services are services to make care linguistically accessible and culturally responsive for individuals with limited English proficiency and/or a disability impacting communication. At a minimum, these services includes the timely availability of professional translation (written) and interpretation (oral) services (e.g., access to bilingual providers, onsite interpreters, language telephone line) based on the primary language(s) spoken by a substantial number of individuals in the health center's target population and service area. These services also include auxiliary aids to ensure effective communication with individuals who have disabilities.

# XI. Additional Services Provided by Referral

- a) Gynecological care services are the regular preventive assessment and appropriate treatment of conditions or disorders of the female reproductive system (with the exception of obstetrical services). At a minimum, these services must include pelvic and breast exams, cervical cancer screening, and the review of menstrual and reproductive history and gynecological symptoms. Basic gynecological ultrasounds are included in this category. Services may also include common gynecological procedures (e.g., colposcopy, hysterectomy, fibroid removal). Advanced gynecological services are considered specialty services (e.g., gynecologic oncology, urogynecology, reproductive endocrinology and infertility).
- b) Obstetrical care services are the clinical assessment, management/treatment and coordination of services and referrals for the mother and fetus to maximize the outcome of the pregnancy. Such services extend from the mother's diagnosis of pregnancy thru the approximately six-week period following the delivery and can be divided into three components: 1) Prenatal; 2) Intrapartum (labor & delivery); and 3) Postpartum. Services include progressive risk assessments of mother, fetus and the newborn, and must be consistent with the individual health center provider's licensure, credentials, and privileging.
  - 1. **Prenatal care** services are the care and treatment to both the mother and developing fetus to include ongoing risk assessment and counseling. At a minimum, these services include regular screening (including labs and basic ultrasounds), ongoing monitoring of uterine and fetal growth, risk assessment, and counseling regarding

childbirth, nutrition and any identified risks. Maternal-fetal medicine (i.e., perinatology) is considered a specialty service.

- 2. Intrapartum care (labor & delivery) services are the care of a mother and newborn during labor and birth. At a minimum, these services include ongoing assessment and potential transfer to an appropriate delivery and postnatal care setting for the mother and/or newborn. Maternal-fetal medicine (i.e., perinatology) is considered a specialty service.
- 3. **Postpartum care** services are the care of the mother during the six-week period after childbirth. At a minimum, these services include the mother's postpartum checkup(s) along with appropriate follow-up treatment and education.
- c) Well child services are age appropriate preventive care and treatment for newborns through adolescents. At a minimum, these services must include regular/periodic physical exams and measurements; appropriate screenings and tests to assess vision, hearing, oral health, growth and development, and immunization status; and health education and counseling.
- d) Voluntary family planning services are appropriate counseling on available reproductive options consistent with Federal, state, local laws and regulations. These services may include management/treatment and procedures for a patient's chosen method, e.g., vasectomy, tubal ligation, placement of long-acting reversible contraception (LARC) (IUDs and implants).
- e) Nutrition services prevent and treat diseases and conditions through nutritional assessment, diagnosis and treatment. These services may include medical nutrition therapy, nutrition education and counseling, and other interventions to enhance knowledge and impact behaviors related to healthy eating, nutrition and health. These services may include the nutrition services of a WIC program, if the WIC program is within the scope of project.

# Appendix B- Standards of Operation

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# Appendix B

# Standards of Operation

# I. Program Eligibility

- a) **Client Handbook:** Client responsibility and eligibility information can be found in the Client Handbook (Attachment 1), as amended from time to time. Any questions or concerns in regard to client eligibility should be reported to the PCHP Program Administrator.
  - 1. Additional Information 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.
  - 2. Medical services will be provided to all eligible PCHP/ MMU clients regardless of ability to pay.
  - 3. Clients with income below 100% of the Federal Poverty Level will pay no fee.
  - 4. MMU clients 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 based on family size and income using the current year Federal Poverty Level schedule.
  - 5. DOH will ensure that any subcontracted provider will not directly bill clients.

# II. Administration- Personnel

- a) DOH will take into consideration of the size, demographics, and health needs of its patient population, in determining the number and mix of clinical staff necessary to ensure reasonable patient access to health center services.
- b) 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.
- c) Personnel shall participate in Emergency Management preparation and activation activities, including planning, training and testing, as necessary.
- d) DOH and the County will have agreed upon position descriptions for key personnel (\*) that set forth training and experience qualifications necessary to carry out the activities of the health center.
- e) DOH Pinellas shall provide the following personnel:
  - 1. One (1) full-time Medical Director\*. The Medical Director shall:
    - i. Act as the clinical physician liaison for internal and contractual programs, including but not limited to the PCHP, Pharmacy Program, and MMU;

- ii. Assure open and effective relationships, oversee medical quality assurance, and facilitate performance improvement mechanisms and monitoring systems;
- iii. Provide medical consultation, oversight, and monitoring to the PCHP, Pharmacy Program, and MMU;
- iv. Supervise MMU, Quality Assurance and Specialty Services staff and parttime Volunteer Coordinator;
- v. 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;
- vi. Provide on-site, telephonic, or electronic consultation as needed or requested.
- vii. Attend MMU and other health care related meetings as needed/requested;
- viii. Participate in County, State and Federal site reviews;
- ix. Facilitate medical chart reviews with the COUNTY;
- x. Participate in the COUNTY Pharmacy and Formulary Committee;
- xi. Participate in quarterly meetings with contracted hospitals;
- xii. 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.)
- xiii. Evaluate the physical plant and environmental conditions of the MMU for provision of quality medical care and safety;
- xiv. Ensure that all necessary remedial actions are documented and implemented whenever significant deviations from established performance specifications are identified on the MMU;
- xv. 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;
- xvi. 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.
- 2. One (1) part-time Contract Manager
- 3. One (1) full-time administrative support staff person for Medical Director

- 4. 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:
  - i. Participate in collection and submission of required data to the Health Resources Services Administration via the Uniform Data System (UDS);
  - ii. Collect required HEDIS measures and submit reports and corrective action plans as required by COUNTY;
  - iii. Update and maintain credentialing and privileging data for clinical staff as needed;
  - iv. Facilitate medical chart review under the direction of the Medical Director.
- 5. Five (5) full-time Clinical Care Coordinators. The Clinical Care Coordinators shall:
  - i. Possess medical education and experience;
  - Provide ongoing outreach to clients of the PCHP/ MMU in order to meet their comprehensive health care needs and to promote quality, costeffective outcomes;
  - iii. Co-locate at the MMU, St. Petersburg Center, Clearwater Health Center, Pinellas Park Health Center, and Mid-County Health Center and Tarpon Springs Health Center;
  - iv. Communicate regularly with clients and will maintain referral tracking and visit follow up systems.
- 6. One part-time Volunteer Coordinator
- 7. 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 Appendix A.
- f) Healthcare for the Homeless Key Personnel
  - 1. Medical Director (approximately 0.15 FTE of above position)\*

Coordinate with Program Manager/Supervisor to meet service level targets for HCH through direct staffing, subcontracting, and/or other alternative staffing and scheduling methods.

- 2. Program Manager/Supervisor (1.0 FTE)\*
  - i. Carries out day-to-day activities necessary to fulfill the HRSA approved scope of project, including annual patient target goals.
  - ii. Participation in HCH Co-Applicant Board Meetings; including presentation of designated reports and responsiveness to Board requests/questions
  - iii. Proactively communicates with the HCH Project Director;
  - iv. HCH Project Director provides feedback to DOH on individual performance/expectations
  - v. Makes every reasonable effort to establish and maintain collaborative relationships with other health care providers, and with other organizations serving homeless individuals (ie. shelters, HLB, housing partners, MOU Sites, specialty providers).

- vi.Familiar with HCH program budget, including grant funded revenue and expenses (allowable/unallowable expenditures) and keeping within budget.
- vii. Participates in strategic planning, needs assessment, and consumer driven feedback opportunities.
- 3. MMU Driver (minimum of two individuals with qualifications/ability to drive MMU): CDL License Required
- 4. DOH Pinellas shall ensure that all clinical staff (licensed Independent practitioners, other licensed or certified practitioners, and other clinical staff) providing services on behalf of the health center are:
  - i. Licensed, certified, or registered as verified through a credentialing process that meet the requirements equivalent of those of a health center employee as defined by HRSA, and in accordance with applicable Federal, state, and local laws; and
  - ii. Competent and fit to perform the contracted or referred services, as assessed through a privileging process equivalent to the procedures identified by HRSA;
- 5. Additionally, DOH shall ensure:
  - i. At least one staff member trained and certified in basic life support present at each HRSA Approved service site to ensure the health center has the clinical capacity to respond to patient medical emergencies during the health center's regularly scheduled hours of operation; and,
  - ii. After hours coverage is provided via telephone or face to face by an individual with the qualification and training necessary to exercise professional judgement in assessing a health center patient's need for emergency medical care.
- 6. Patient Support Staff (Eligibility, Care Coordination/Referral Tracking, and Front Desk Assistance) shall be provided as necessary to maintain services levels in accordance with Medical Director recommendations and program budget allocations.

# III. Medical Home Operation

- a) Hours of operation may be adjusted according to need and demand, and DOH PINELLAS shall notify the COUNTY of any changes in hours of operation.
- b) For the Bayside Health Clinic and the Mobile Medical Unit, the HCH Co-Applicant Board has final approval of health center program site locations and hours of operation. DOH Pinellas will provide the County/Board with feedback relative to the needs of the patient population, and responsiveness to patient needs by facilitating the ability to schedule appointments and access the health centers full range of services within the approved scope of project.

- c) Primary care services sites are documented in the Client Handbook. 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.
- d) Encounters:
  - 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:
    - i. Immunizations, Nutritional Assessments, Education and Counseling, and other non-medical services.
    - ii. Clinical standing orders and/or protocols, unless contractually included or approved by the PCHP Medical Director.
    - iii. 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 2019, with an overall program average of no more than four (4) encounters per client per year.
- e) Primary and Preventative Care
  - 1. DOH PINELLAS shall act as a medical home for the provision of primary care and preventive services at sites in accordance with the underlying Agreement and the Client Handbook. As a medical home, DOH PINELLAS shall:
    - i. 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.
    - ii. 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.
    - iii. Confirm appointments with clients via telephone two (2) business days prior to the scheduled appointment.

- iv. Re-schedule all missed appointments within two (2) business days after such missed appointment.
- v. Notify the COUNTY once a client has missed two (2) scheduled appointments.
- vi. Notify the COUNTY within five (5) business days regarding the dismissal of a client from the medical home.
- vii. 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.
- viii. Provide an answering service with 24/7 physician on call and coverage for all medical home sites and the MMU.
- ix. Provide a current provider list with all physicians, mid-level providers, and specialty care providers for PCHP/HCH clients on a quarterly basis, or as requested.
- x. Not charge a co-payment or balance bill PCHP/HCH clients.
- xi. Assure that services are available equally to all PCHP/ MMU clients, regardless of their ability to pay.
- xii. 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.
- xiii. 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 Appendix A.
- f) Specialty Laboratory Services
  - 1. DOH PINELLAS shall subcontract for specialty laboratory services.
- g) Behavioral Health Services
  - 1. 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.
  - 2. 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.

- h) Prescription Services
  - 1. Pharmacy services are provided at no cost to PCHP/MMU clients through a County contract with a pharmacy benefit management company.
  - 2. Prescribed medications are limited to those medications and generic equivalents listed on the PCHP Pharmacy Formulary. Any medication not on the formulary must be pre-authorized.
  - 3. County-funded pharmacy services are limited to a maximum of ten (10) medical prescriptions and five (5) non-medical prescriptions (e.g., supplies) per month with a 30 day or 90 day supply.
  - 4. Maintenance medications prescriptions shall be written for a 90 day supply when appropriate.
  - 5. The generic equivalent form of the drug must be dispensed if available. If no generic equivalent exists, the brand name medication will be covered if it is on the formulary.
  - 6. Temporary emergency authorization of necessary, non-formulary prescriptions may be authorized in life threatening situations. Proper justification must be submitted with the request to substantiate formulary exceptions.
  - 7. PCHP does not provide medications for chronic pain management. Prescriptions for controlled substances must be pre-authorized and will be covered only when written for acute injury /short-term pain relief, pre- or post-surgical events (neither to exceed 30 days), dental relief of pain, or for hematology-oncology clients.
  - 8. 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. In doing so, DOH PINELLAS shall:
    - i. Administer a prescription assistance program to facilitate access to free and low cost prescription medications for eligible PCHP/HCH clients at no charge to the clients.
    - ii. Ensure medications or equivalents covered by the COUNTY contracted pharmacy provider will be limited to those not available through the PAP.
    - iii. Follow operating procedures for the PAP to include steps for medication controls and notification to the COUNTY's pharmacy contractor.
    - iv. Require clients to enroll in the PAP for eligible medications. Non-formulary medications prescribed during the time when a client is transitioning to PAP must be pre-authorized. If clients are not enrolled in PAP after three refills, they may be required to pay for these medications.
  - 9. DOH Pinellas shall review pharmacy requests, process overrides as needed and participate in the Formulary and Pharmacy committee meetings.
- i) Specialty Care and Hospital Services
  - 1. Specialty health care services shall be provided to PCHP/HCH clients through a network of medical specialists managed by DOH PINELLAS. DOH PINELLAS shall:

- i. Identify, oversee, coordinate and manage a specialty health care network including recruiting, contracting, authorizing, adjudicating and paying for specialty care services provided to PCHP/HCH clients.
- ii. Work to enhance the number of specialists available for PCHP/HCH clients through recruitment of volunteer physicians under the DOH volunteer statute and sovereign immunity under Florida Statute 766 and Florida Statute 110.
- iii. Authorize specialty care referrals and adjudicate payment of claims consistent with PCHP/HCH Covered and Non-Covered Services. Referrals shall include all necessary and supporting documentation, including verification that the client is currently enrolled in the PCHP/HCH 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.
- iv. Contact clients regarding approved or denied specialty care referrals and coordinate specialty care appointments for approved referrals
- v. Provide appropriate laboratory and pathology requisition paperwork.
- vi. Provide necessary medical information to the specialist along with the referral prior to the client's appointment.
- DOH PINELLAS specialty care staff will consist of qualified authorized personnel to process referrals to medical specialists and conduct specialty health care claims adjudication and billing according to the Medical Directors recommendations and program budget allocations. DOH PINELLAS shall provide job descriptions for personnel responsible for these services.
  - i. The referral unit will:
    - a. Ensure that clients referred for specialty services are enrolled in PCHP/HCH and investigate Medicaid or other insurance eligibility upon receipt of a referral from a medical home or specialist;
    - b. Review referrals for approval or denial;
    - c. Alert medical homes and specialists of referral status;
    - d. Send approved referrals to the medical home/MMU and specialist;
  - ii. Billing and Claims unit will:
    - a. Ensure that claims for primary and secondary adjudications match an approved referral and authorization for service;
    - b. Ensure that claims are consistent with PCHP/HCH covered and non-covered services;
    - c. Participate in secondary adjudications to resolve issues that cannot be resolved electronically;
    - d. Conduct a complete review of claims utilizing cost criteria and diagnostic criteria as determined by the COUNTY;

- e. Review extraordinary claims including but not limited to large expenses, uncommon procedures, and hospitalizations as determined by the COUNTY;
- f. Conduct retrospective reviews of hospital admissions and services provided by specialty care and ancillary services providers;
- g. 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/ HCH.
- 3. DOH PINELLAS OB/Pre-Natal Clinic in Clearwater shall provide obstetrical and prenatal 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.
- 4. Hospital services must be provided by the hospitals that have signed agreements with Pinellas County.
- 5. Emergency room visits are not covered by the Pinellas County Health Program. Services provided in Emergency Observation may be covered with adequate supporting documentation.
- 6. The medical home shall work with hospitals to implement processes for discharge follow-up and patient tracking in order to assure appropriate communication and continuity of care between the hospital and the client's primary care medical home.
- j) Home Healthcare Services and Durable Medical Equipment
  - 1. Pinellas County contracts for the provision of services to eligible PCHP/ MMU participants including durable medical equipment, home health care, oxygen, infusion therapy, in-home physical, occupational and speech therapy. Physical, occupational and speech therapy have a combined limit of thirty (30) treatments in any twelve (12) month period. Medical social workers and home health aides are not covered.
  - 2. Authorization for home healthcare and durable medical equipment shall be requested as specified in PCHP Provider Handbook.
- k) Dental Care
  - 1. DOH PINELLAS shall provide comprehensive dental services, as indicated in Appendix A, to adults enrolled in the PCHP/MMU at the closest medical homes that provide this service.
  - 2. 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.

- I) Healthcare for the Homeless
  - 1. DOH Pinellas will coordinate with the County's Fleet Division for maintenance and repair of the Mobile Medical Unit.
  - 2. DOH Pinellas will coordinate with the County Real Estate Management Department for facility maintenance.
  - 3. DOH Pinellas is responsible for monitoring the security system for the Bayside Health Clinic.
  - 4. DOH Pinellas will coordinate on inventory management annually, and communicate any changes to inventory.
  - 5. DOH will coordinate with MMU designated sites in regard to schedule, operations, services and appointment scheduling and reminders.

### IV. Attachments Incorporated by Reference

- a) Client Handbook
- b) Provider Handbook
- c) HRSA Compliance Manual
- d) Notice of Award for project period

#### Data Sharing Agreement

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as ("Data Collaborative"), to better understand cross-system involvement; and

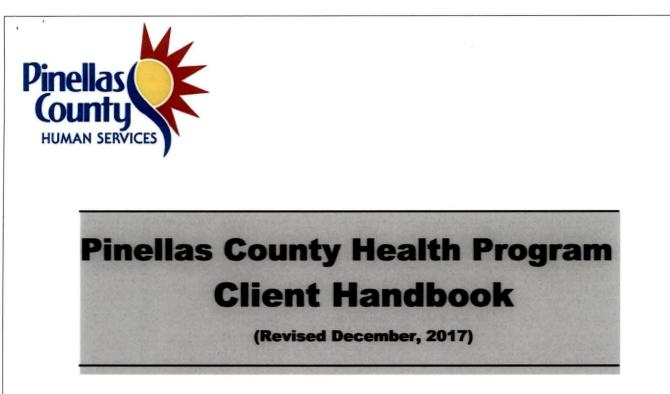
WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

- 1. The Agency will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
- 2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
- 3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
- 4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
- 5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
- 6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.



The Pinellas County Health Program (PCHP) is a primary care and prevention-focused health care program for eligible Pinellas County residents.

### Please Note: This is not a health insurance plan.



For more information, visit the PCHP website at: <u>http://www.pinellascounty.org/humanservices/healthprogram.htm</u>

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### WELCOME TO THE PINELLAS COUNTY HEALTH PROGRAM

Pinellas County Human Services welcomes you to the Pinellas County Health Program (PCHP). PCHP is a program for eligible uninsured, low-income adults in Pinellas County. People in this program receive care at no cost to them. This means that you will not have to go to the emergency room for minor problems like a sore throat or a toothache. Now, you can go to your "medical home" for all of your basic health care needs.

It is the goal of Pinellas County to increase access to quality healthcare, improve the health outcomes of low-income/high risk individuals, and reduce health inequalities in Pinellas County. The Pinellas County Human Services Department has partnered with the Florida Department of Health (DOH) to provide prevention-focused health care to eligible Pinellas County residents.

This program is funded by Pinellas County government and health care services are provided by DOH. Services are subject to change at any time. To understand what is currently covered under this program, please read this handbook carefully or ask your healthcare provider.

You have the right to receive considerate, respectful and compassionate care in a safe setting regardless of your age, gender, race, national origin, religion, sexual orientation, disabilities or other protected status.

## ID CARD

Once you are enrolled in PCHP, you will receive a blue card with your photo on it. You must bring this blue card with you to every healthcare visit. The card will look like the one below:



### YOUR MEDICAL HOME

Medical homes for PCHP are provided by the Florida Department of Health (DOH) and provide you a caring relationship that promotes healthy lifestyles and ongoing prevention. DOH uses a team approach to treat all parts of your well-being. They will work with you to maintain a healthy lifestyle and coordinate health services. The professionals working in your medical home look forward to helping you live a healthier life. In addition, your medical home provides easy access to medical staff through same-day walk-in service and in-office appointments.

Once you select a medical home, you can receive care **only** at that medical home. This allows for your doctor and other medical staff to get to know you better and ensure that you receive proper care. This is called "Continuity of Care" and is very important in PCHP. We want your medical home provider to know you, understand your specific needs, and plan for your care.

### **MEDICAL HOME LOCATIONS**

Location	Address	Phone Number
St. Petersburg Health Department	205 Dr. MLK Jr. St. N. St. Petersburg, 33701	(727) 824-6900
Pinellas Park Health Department	6350 76th Ave. N. Pinellas Park, 33781	(727) 547-7780
Clearwater Health Department	310 N Myrtle Avenue Clearwater, 33755	(727) 469-5800
Mid-County Health Center	8751 Ulmerton Road Largo, 33771	(727) 524-4410
Tarpon Springs Health Department	301 Disston Avenue Tarpon Springs, 34689	(727) 942-5457
Turley Family Health Center	807 N. Myrtle Avenue Clearwater, FL 33755	(727) 467-2400

### Florida Department of Health

### Healthcare for the Homeless (HCHP) Locations

Location	Address	Phone Number
Bayside Health Clinic	14808 49 <sup>th</sup> Street Clearwater, FL 33762	(727) 453-7866
Mobile Medical Unit Van	Various sites throughout Pinellas County*	(727) 432-4763

\*CHECK ONLINE MOBILE MEDICAL UNIT VAN CALENDAR AT: http://www.pinellascounty.org/humanservices/hch.htm

## PROGRAM COVERAGE

The providers in your medical home will help you with all your basic health care needs. Primary care and preventive services include the following:

- Doctor/ARNP/PA visits at your medical home
- Wellness and prevention services, such as:
  - Annual physicals
  - Nutrition education and counseling
  - Immunizations
  - Mammograms
- Laboratory and medical services, such as:
  - Pap smears
  - PSA blood levels
  - Urine analysis including pregnancy test
  - General X-rays
  - Screening procedures
  - Lipid profile
  - Thyroid-stimulating hormone (TSH)
- Pharmacy services
- Dental Services
- Mental health and substance abuse services
- Cancer screening
- Electrocardiography (EKG) and/or Spirometry
- Physical therapy
- Home health care and durable medical equipment
- · Community-based high risk diabetic health care

#### Laboratory Services

Your medical home will determine the places where you may receive laboratory services. Please ask your provider for a current list of participating laboratory facilities. <u>The</u> <u>County will NOT pay for labs performed at</u> <u>incorrect facilities.</u>

#### **Specialty Services\***

Specialty services are more advanced treatments that cannot be done by your provider in your medical home. Some limited specialty services are provided as part of this program. However, there are many services PCHP does not cover. For example, certain types of cancer and most pain medications are not covered by this program. Please ask your medical home for a complete description of covered services. Your medical home provider will decide if you need specialty services. All services received outside the medical home must be pre-authorized. If you receive services from a specialist without a referral, PCHP will not pay. PCHP does not cover laboratory services provided at a specialty doctor's office.

\*If you are enrolled in Medicaid Medically Needy Share of Cost (MNSOC), you can only get <u>primary care visits</u> through this program (no specialty services).

### **Other Covered Services**

Other wellness services may be offered at individual medical homes, such as nutrition classes or help managing illnesses like diabetes or high blood pressure. Please refer to your medical home for more information. Pinellas County Human Services Staff can help you with personal concerns like disability, transportation, and housing.



Emergency room services and transportation to the emergency room are <u>NOT</u> part of this program. If you go to the emergency room, this program will not pay for your visit.

If you must go to a hospital for any pre-authorized services or be admitted in a hospital, the following hospitals are part of the PCHP network:

- > Bayfront HMA Hospital 701 6<sup>th</sup> St. S., St. Petersburg, FL 33701
- St. Anthony's Hospital 1200 7th Ave. N., St. Petersburg, FL 33705
- Morton Plant Hospital 300 Pinellas St., Clearwater, FL 33756
- > Mease Dunedin Hospital 601 Main St., Dunedin, FL 34698
- > Mease Countryside Hospital 3231 McMullen Booth Rd., Safety Harbor, FL 34695
- > Florida Hospital North Pinellas 1395 S. Pinellas Ave, Tarpon Springs, FL 34689

Services received at any other hospital will not be covered by this program.

## **REASONS FOR DISENROLLMENT**

You may be disenrolled from PCHP for any of the following reasons:

- > You are no longer a resident of Pinellas County;
- You become eligible for other programs that provide medical coverage (e.g. Medicare, Medicaid, private insurance through your employer, etc.);
- > Your income exceeds the Federal poverty level;
- > Your assets exceed the Program's criteria;
- > You fail to comply with or no longer meet eligibility requirements;
- > You become 65 years of age and eligible for Medicare;
- > Your behavior is inappropriate; and/or
- > You commit fraud.

You must inform Pinellas County Human Services of any changes in your income, assets, residency status, and all other criteria that may affect your eligibility in PCHP within 10 days of the change. Failure to do so can result in immediate and potentially future disqualification from PCHP.

## **EXPECTED BEHAVIOR**

Clients enrolled in PCHP are expected to behave in a responsible and mature manner in all facilities, offices and pharmacies associated with the health program. Before enrolling in the PCHP, you must sign the PCHP Behavior Agreement. This is an agreement to follow the behavioral expectations of this Program. You are expected to comply with all the policies of your medical home, otherwise, you may be dismissed from your medical home for non-compliance. Dismissed clients are allowed a 30-day grace period after the medical home dismissal to be seen on an emergency basis, when appropriate.

Examples of behaviors which may result in PCHP termination by the Pinellas County Human Services Department and/or the Pinellas County Health Department include, but are not limited to:

• Rude, disruptive or abusive behavior in any health care related or county facility, including but not limited to medical, dental, laboratory or pharmaceutical settings;

- Appearing to be under the influence of alcohol or drugs when receiving any service;
- · Failure to follow your provider's recommended plan of care;
- · Failure to inform your provider of any treatment or medications that others prescribe;
- Repeated failure to keep scheduled appointments;
- Abuse of medical identification card including misrepresentation to secure pharmaceutical drugs. This includes attempts by a client to secure excessive or inappropriate amounts of controlled substances or other medications;
- Any activity that poses potential bodily harm to self or others;
- Any activity that indicates fraud, forgery, or theft; and/or
- Selling or attempting to sell your bus pass.

## FRAUD

Pinellas County Human Services is committed to detecting, correcting, and preventing fraud.

Fraud is defined as false information provided knowingly and with the intent to improperly obtain benefits. **If you have committed fraud, eligibility will be terminated immediately and suspended for up to three years.** If you have any questions regarding fraud or if you wish to report an area of potential fraud, please call the Pinellas County Customer Service Liaison at (727) 582-7533.

### DISMISSALS

You are responsible for providing your medical home and PCHP Case Worker with a valid address that can be used for communication purposes. The Pinellas County Human Services Department is responsible for dismissing you from PCHP.

If you are to be dismissed from the program, a certified letter will be sent informing you of the department's final decision and the actions to take. It is **not** essential that the letter include the reason for the departmental action; this is optional and dependent on the situation. In the letter you will also be informed of your right to appeal.

- Dismissal from PCHP is permanent, unless successfully appealed.
- Clients dismissed from PCHP may not receive any services, including prescription services.
- Clients dismissed from PCHP may not receive Health Care for the Homeless Program services.

## **APPEALS**

The appeals process is the first step in resolving any dissatisfaction you may have with a department action regarding your **PCHP eligibility**. An appeal is defined as a verbal or written statement by you to the manager of the office where you sought services. Just ask to speak to the manager. If you require further assistance with your appeal, you may contact the Pinellas County Customer Service Liaison by requesting this to the manager of the office. The appeals process is available if you are dismissed from PCHP (as described above), or are found not eligible for PCHP. It must be received within 15 business days of the date the department action letter is sent to you.

Note: Eligibility criteria are not appealable. The range and type of services provided under the PCHP are also not appealable.

## **OTHER COUNTY RESOURCES**

In addition to PCHP, there are other services available to Pinellas County residents through the Human Services Department. These programs include:

- > Adult Emergency Financial Assistance
- > Assistance with Social Security Disability Claims;
- > Burial Program for Indigent and Unclaimed Persons;
- > Consumer Protection Services;
- > Family Housing Assistance Program;
- > Healthcare for the Homeless; and
- Veterans Services assistance

If you have any questions, please call the Human Services main number at (727) 464-4200.

## **NOTICE OF PRIVACY PRACTICES**

Your privacy is valued and respected by our staff. The Notice of Privacy Practices is required by the Health Insurance Portability and Accountability Act (HIPAA) and is included in this handbook. If you have any questions about this document, please contact our Privacy Officer at (727) 464-8437. Your records will not be released without your written consent, unless as required by law.

### YOUR OPINION MATTERS

If you would like to provide your feedback on PCHP or if you have any ideas about how to improve the program, please send your comments or suggestions to:

Pinellas County Human Services 647 1<sup>st</sup> Avenue N. St. Petersburg, FL 33701

### **QUESTIONS & CONCERNS**

If you have questions or concerns about <u>your medical care</u>, please contact your medical home FIRST. You should ask for the Community Health Advocate or the Care Coordinator. If you still need more service, you may also contact your Pinellas County Human Services (HS) staff or supervisor by calling the number listed above.

If your issue cannot be resolved by DOH, HS staff or supervisor, you may call the Customer Service Liaison at (727) 582-7533. The Customer Service Liaison will attempt to resolve any problems you may have. Your complaint will be reviewed within 10 business days and you will be notified of the decision.

### WHERE DO I GET MY PRESCRIPTIONS FILLED?

PCHP Pharmacy Locations

Pinellas County Health Program uses most BayCare, CVS, Publix, Walgreen and Walmart pharmacies for its clients. In addition, there are numerous locally owned neighborhood pharmacies where you can pick up your prescriptions. Because this list changes periodically and is subject to change at any time, we ask that you call your preferred pharmacy and ask them if they participate in PCHP.

If your preferred pharmacy is not participating or you don't have a pharmacy preference and need an up-to-date and accurate list of participating pharmacies, please visit the Pinellas County Human Services website at:

http://www.pinellascounty.org/humanservices/pdf/HS Pharmacies.pdf

Pinellas County Health Program PCHP				
My medical home is checked below	V.			
Florida Department of Health Locat	tions:			
St. Petersburg Health Departme 205 Dr. M.L. King Jr. Street No St. Petersburg, FL 33701 (727) 824-6900				
Pinellas Park Health Departmen 6350 76 <sup>th</sup> Avenue North Pinellas Park, FL 33781 (727) 547-7780	Clearwater Health Department 310 N. Myrtle Avenue Clearwater, FL 33755 (727) 469-5800			
The Turley Family Health Center 807 N Myrtle Avenue Clearwater, FL 33755 (727) 467-2400	<b>Mid County Health Department</b> 8751 Ulmerton Road Largo, FL 33771 (727) 524-4410			
Healthcare for the Homeless:				
Mobile Medical Unit (MMU) MMU Schedule: <u>http://www.pine</u> (727) 432-4763	llascounty.org/humanservices/mobile-medical.htm			
Bayside Health Clinic – Healtho 14808 49 <sup>th</sup> Street Clearwater, FL 33762 (727) 453-7866	care for the Homeless			
PCHP Expiration Date:				
My eligibility for PCHP will expire on:				
I can renew my eligibility on:				
	9			

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