

HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **COMMUNITY HEALTH CENTERS OF PINELLAS, INC.**, a non-profit Florida corporation, whose address is 1344 22nd Street South, St. Petersburg, FL 33712, hereinafter called the "**AGENCY**."

WITNESSETH:

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

WHEREAS, the epidemic of opioid misuse in the State of Florida has resulted in the declaration of a Public Health Emergency; and

WHEREAS, the **COUNTY** and **AGENCY** agree that expanding low and/or no-cost healthcare will benefit and improve health outcomes of the Lealman community; and

WHEREAS, the **COUNTY** recognizes that an increase in dental care for Pinellas County residents can lead to reduced dental-related Emergency Department (ED) visits and improved health outcomes overall; and

WHEREAS, the **AGENCY** has requested **COUNTY** financial support to meet its goals in addressing these concerns in the community; and,

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is currently providing essential health services within the community; and

WHEREAS, the estimated costs of services provided by **AGENCY** is approximately \$512,558.00.

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

1. **Scope of Services.**

- a. In order to expand access to healthcare, the **AGENCY** will continue to perform services as outlined within the Expansion of Health Services proposal (Attachment 1). Services may be amended to address expanded healthcare needs by mutual written agreement of the **COUNTY** and **AGENCY** without the need to further amend this Agreement.
- b. The **AGENCY** shall continue to support efforts to address substance abuse and treatment including:
 - i. **AGENCY** shall participate and collaborate in the Pinellas County Opioid Task Force activities aimed to reduce the number of opioid based death and injuries in the County.
 - ii. **AGENCY** shall establish county-wide naloxone kits distribution points at Community Health Centers of Pinellas (CHCP) service locations.
 - a. **AGENCY** shall establish necessary procedures and protocols for receiving and distribution of naloxone through organization's pharmacy program.
 - b. **AGENCY** shall participate in available no-cost State programs to obtain naloxone.
 - c. **AGENCY's** full patient service team will receive an education of naloxone distribution and patient training.

- d. **AGENCY** shall conduct annual training for all providers as it relates to naloxone effectiveness as an overdose response option.
 - iii. **AGENCY** shall conduct an ongoing education program on opioid death and abuse prevention for CHCP dentists and members of dental staff.
 - iv. **AGENCY** shall collaborate with Florida A&M University (FAMU) to incorporate information on proper use and disposal of prescription opioids within the framework Medication Therapy Management (MTM) program.
 - v. **AGENCY** shall utilize CHCP Obstetrics (OB) and pediatric program to collaborate with community partners on Substance Exposed Newborn (SEN) programs.
 - vi. **AGENCY** shall establish dedicated positions for Case Management and Community Health Outreach to improve patient engagement, community-outreach, and patient connection to substance abuse provider or other referrals.
- c. The **AGENCY** shall assist with addressing the need for quality and equitable health care services for residents of Lealman community by expanding access to high-quality health services.
- i. **AGENCY** shall continue to provide service access for the Lealman Community, to include increased healthcare capacity and extending hours of operation.

- i. **AGENCY** shall continue a minimum of part-time behavioral health services for all patients.
 - ii. **AGENCY** shall maintain a staff of Community Health Workers to connect patients with medical and social service support, track utilization, and assure continuity of care.
 - iii. **AGENCY** shall provide substance abuse prevention activities and proactive case management for patients with substance abuse diagnoses.
- d. **AGENCY** shall improve and maintain access to dental care for residents of South St. Petersburg and Clearwater
- i. **AGENCY** shall continue expanded service access by hiring additional dental and ancillary staff.

2. **Term of Agreement.**

The term of this Agreement shall commence upon execution and expire on September 30, 2020.

3. **Compensation.**

a. **COUNTY** agrees to pay an amount not to exceed **\$512,558.00** in the form of an Intergovernmental Transfer for the services described in Section 1 of this Agreement, contingent upon availability and participation in the State of Florida Low Income Pool (LIP) and supporting Letter of Agreement (LOA) executed with the State of Florida.

b. No funds shall be disbursed without written authorization from the **AGENCY** of the intent to move forward with services. Upon receiving written notification and direction by **AGENCY**, payment shall be made to the State of Florida pursuant to the LIP LOAs or subsequently

designed state low-income healthcare pool.

c. Participation in the LIP LOAs by the COUNTY shall satisfy COUNTY'S responsibility under this section of this Agreement. In the event AGENCY fails to provide services in accordance with this Agreement throughout the entire term of this Agreement, AGENCY shall refund payment to the COUNTY on a pro-rated basis.

d. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the COUNTY. If this Agreement is still in force, future payments shall be withheld by the COUNTY.

4. Performance Measures.

The AGENCY agrees to submit mutually agreed upon quarterly reports and outcomes to the COUNTY. Reports shall be submitted to the COUNTY no later than thirty (30) days following the end of the quarter. Where no activity has occurred within the preceding period, the AGENCY shall provide a written explanation for non-activity during the quarter. The reports shall be submitted in a mutually agreed upon format.

5. Monitoring.

a. AGENCY will comply with COUNTY and departmental policies and procedures.

b. AGENCY will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.

c. AGENCY will submit other reports and information in mutually agreed upon formats.

d. AGENCY 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 the **AGENCY** receives accreditation results, each accreditation result will be submitted to the **COUNTY** after receipt by **AGENCY**.

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 mutually agreed upon by both parties. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

6. **Documentation.**

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request.

- 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
- l. Match documentation

7. **Disaster Response**

AGENCY will provide the **COUNTY** with a current copy of their Continuity of Operations Plan, Evacuation Plan, or other Emergency Response Plan upon request. **AGENCY** 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 the **AGENCY**, as appropriate or applicable, however other disaster duties may be assigned. This period may be extended within the current contract period at the discretion of the Human Services Director.

8. **Cancellation.**

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

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

c. In the event sufficient budgeted funds are not available for a new fiscal period or

are otherwise encumbered, the COUNTY shall notify the AGENCY of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the COUNTY.

d. AGENCY reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the COUNTY in writing of the intention to cancel. In the event AGENCY fails to provide services in accordance with this Agreement throughout the entire term of this Agreement, AGENCY shall refund payment to the COUNTY.

9. Assignment/Subcontracting.

a. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

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

10. 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.

11. Indemnification.

The AGENCY agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of AGENCY; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

12. HIPAA

The AGENCY is a covered entity and AGENCY agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

13. Public Entities Crimes.

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

14. Business Practices.

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

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

c. All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

15. Nondiscrimination.

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

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

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

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

16. **Conflict of Interest.**

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

17. **Independent Contractor.**

It is expressly understood and agreed by the parties that AGENCY is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the COUNTY. No agent, employee, or servant of the AGENCY shall be, or shall be deemed to be, the agent or servant of the COUNTY. None of the benefits provided by the COUNTY to their

employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from COUNTY to the employees, agents, or servants of the AGENCY.

18. **Additional Funding.**

Funds from this Agreement shall be used as the matching portion for any federal or state grant only in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The AGENCY agrees to make all reasonable efforts to obtain funding from additional sources wherever said AGENCY may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the COUNTY.

19. **Governing Law.**

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

20. **Public Records.**

The AGENCY acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The AGENCY agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the AGENCY policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the AGENCY agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

21. **Conformity to the Law.**

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

22. 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.

23. Agreement Management.

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

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

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

Elodie Dorso, CEO
Community Health Centers of Pinellas, Inc.
1344 22nd St. South
St. Petersburg, FL 33712

SIGNATURE PAGE FOLLOWS

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

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

By: _____
Barry A. Burton,
County Administrator

Date: _____, 2019

ATTEST

Community Health Centers of Pinellas, Inc.

By: Edward Hecher
Name: Edward Hecher
Title: COO

By: [Signature]
Name: Elvis Dorso
Title: CEO
Date: 11 Sept., 2019

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Assistant County Attorney