

**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. Authority.

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. Scope of Services.

- 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.
 - iv. 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. Compensation.

- 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. Performance Measures.

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
- i. 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. Multiparty Release of Information Form.

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.
- c. **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
- l. 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.
- c. **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. HIPAA.

- 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. Non-Expendable Property.

- 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, 2nd 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. Prohibition against Contracting with Scrutinized Companies.

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

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

By: _____
Deputy Clerk

By: _____
Kenneth T. Welch, Chairman

Dated: _____, 2018

ATTEST:

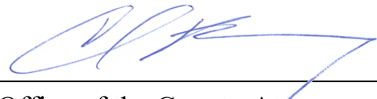
FLORIDA DEPARTMENT OF HEALTH

By: _____
Witness

By: _____

Dated: _____, 2018

APPROVED AS TO FORM

By: 

Office of the County Attorney
Assistant County Attorney