

HUMAN SERVICES INTERLOCAL AGREEMENT

FLORIDA DEPARTMENT OF HEALTH PINELLAS COUNTY

THIS AGREEMENT made and entered into on the date below, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as 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 referred to as the "AGENCY."

WITNESSETH:

WHEREAS, an estimated 20-25% of persons living with HIV know they are infected and are not receiving consistent care; and

WHEREAS, new treatments and medications can lead to longer, healthier lives for people with HIV, and treatment and education can reduce the transmission of HIV; and

WHEREAS, the COUNTY desires to utilize a portion of the funds available out of Pinellas County's General Fund to promote HIV/AIDS awareness, outreach and education within Pinellas County; and

WHEREAS, the COUNTY recognizes that the AGENCY is providing an essential service within the community by disseminating critical public health-related information including comprehensive HIV prevention strategies; and

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

1. **Scope of Services.**

AGENCY shall provide HIV/AIDS outreach and education services to residents of Pinellas County as described in the Projected Work Plan (Attachment 1). Specifically,

AGENCY shall:

- a) Provide outreach, education, and information about local services to high risk populations via social media utilizing Social Media Outreach Workers and a proven model of social media outreach.
- b) Provide outreach and education to specific populations within high incidence zip codes in Pinellas to include an educational conference and testing services.
- c) The Projected Work Plan may be adjusted from time to time to best serve the intended populations through written mutual agreement of both parties without the need to further amend this Agreement.

2. Term of Agreement.

The services of the **AGENCY** shall commence October 1, 2017, and shall expire on September 30, 2018. This Agreement may only be extended or renewed by prior written authorization of both parties.

3. Compensation.

- a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed \$50,000.00 for the services described in Section 1 of this Agreement.
- b) All requests for reimbursement payments must be submitted on a quarterly basis and shall consist of an invoice for the quarterly amount, signed by an authorized **AGENCY** representative, and accompanied by receipts, paystubs, or other documentation of expenditures. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of the quarter. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

COUNTY shall not reimburse **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d) 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.

a) The **AGENCY** will work with the **COUNTY** to submit an updated Projected Work Plan quarterly. The updated work plan should discuss successes and milestones achieved, any changes in future goals, and should provide an explanation for deviation from expected progress in the previous quarter.

b) The **AGENCY** agrees to submit a quarterly Program Outcomes Report (See Attachment 2) 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 report 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 report formats shall be prescribed and provided by the **COUNTY**.

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 such formats and at such times as may be prescribed by the **COUNTY**.

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 reviews, each accreditation review 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 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**.

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) All legally required licenses
- b) Biographical data on the **AGENCY** chief executive and program director
- c) Equal Employment Opportunity Program
- d) Inventory system – (equipment records)
- e) Current job descriptions for staff positions

f) Match documentation

7. **Disaster Response**

AGENCY will provide the **COUNTY** with a current copy of their Continuity of Operations Plan. **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**. This period may be extended within the current contract period at the discretion of the Human Services Director.

8. **Special Situations.**

AGENCY 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, media coverage or public reaction that may have an impact on the **AGENCY**'s or **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **AGENCY** or **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.

9. **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**.

10. 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 those previously approved by the **COUNTY**, without the prior written consent of the **COUNTY**, which shall be determined by the **COUNTY** in its sole discretion.

11. 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.

12. Indemnification.

As the COUNTY and AGENCY 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.

13. HIPAA

a) The AGENCY agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b) 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.

14. 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.

15. 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**.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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. 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.

21. Governing Law.

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

22. 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.

23. Conformity to the Law.

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

24. 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.

25. 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
(727) 464-8441

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

Demarcus Holden, HIV/AIDS Program Coordinator
Florida Department of Health- Pinellas County
Disease Control & Health Protection
205 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33701
(727) 824-6900 extension 4645

SIGNATURE PAGE FOLLOWS

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

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: Mark Woodard
Mark Woodard

Date: 10/10, 2017

FLORIDA DEPARTMENT OF HEALTH,
PINELLAS COUNTY HEALTH DEPARTMENT

By: Ulyee Choe

Print Name: Ulyee Choe, DO

Title: County Health Department Director

Date: 9/18/17

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney