

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

THIS AGREEMENT (Agreement) is effective upon the date last entered 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 14100 58th Street North, Clearwater, Florida 33760, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist social service agencies within Pinellas County; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, on August 9, 2016, the Board of County Commissioners adopted Resolution 16-53, endorsing Housing First and the Coordinated Entry System in support of the COC; and

WHEREAS, on August 6, 2019, the Board adopted Resolution 19-53, adopting a "Health in All Policies" approach to county decision-making; and

WHEREAS, the health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; and

WHEREAS, health is influenced by many factors beyond genetics and medical care, including the social, economic, service, and physical environments, both natural and built, and conditions in which people live, learn, work, play, and age. These environments and conditions are known as the social determinants of health; and

WHEREAS, policies implemented by the **COUNTY** related to food access, housing,

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

transportation, public safety, education, criminal justice, and economic development significantly affect health inequities and the social determinants of health; and

WHEREAS, the Social Action Grant program established by the Board aligns with “Housing First” and “Health in All Policies” initiatives through priority funding areas of: Food and Nutritional Services, Homeless Prevention and Support Services, Healthcare and Human Services for Disadvantaged Residents, and Supportive Services for an Aging Population; and,

WHEREAS, on September 9, 2021, following a competitive application process, AGENCY’s Social Action Grant program was recommended by the Board as one of 18 proposed programs to be funded for fiscal year 2022.

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

1. Recitals

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services.

AGENCY shall provide services as described in Appendix A, attached hereto and incorporated by reference herein. In order to best meet the needs of clients supported by this program, the services provided under this Agreement may be adjusted from time to time by mutual written agreement of the parties without the need to further amend this Agreement.

3. Term of Agreement.

The services of the AGENCY shall commence on October 1, 2021, and the agreement shall expire on September 30, 2022.

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

4. Compensation.

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed One Hundred and Fifty Thousand Dollars and No/00 (\$150,000.00) per fiscal year for the services described in Section 2 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 documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or paystubs which verify the services for which reimbursement is sought, as applicable and required by **COUNTY**. 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.

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 used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

e. Any funds expended in violation of this Agreement or in violation of appropriate

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

f. **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. **AGENCY** shall provide **COUNTY** with program income policy as applicable.

5. Personnel.

a. Qualified Personnel. **AGENCY** agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

b. Approval of Personnel. The **COUNTY**, through its Human Services Department, shall have the right to approve all **AGENCY** Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the **AGENCY** shall provide at least ten (10) days written notice of the names and qualifications of the **AGENCY** Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the **AGENCY** shall provide written notice of the names and qualifications of any additional **AGENCY** Personnel assigned to perform Services within five (5) business days of the start date.

c. Replacement of Personnel. The **COUNTY**, on a reasonable basis, shall have the right to require the removal and replacement of any of the **AGENCY** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

notify **AGENCY** in writing in the event the County requires such action. **AGENCY** shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the **COUNTY** and shall promptly replace such person with another person, acceptable to the **COUNTY**, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **AGENCY** Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe.

d. Employee Termination or Resignation. In the event a program staff or related administrative or leadership position opens through either termination, resignation, or otherwise, **AGENCY** shall provide the **COUNTY** written notice of the opening within forty-eight (48) hours, accompanied by a brief summary of intended recruitment efforts.

6. Performance Measures.

The **AGENCY** agrees to submit a quarterly report to the **COUNTY**, which shall align with the Program Goals and Outcomes Matrix included as Appendix B. 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, and no payments will be due and/or reimbursed. The report formats shall be prescribed and provided by the **COUNTY**.

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

7. Housing First and Coordinated Entry.

a. If applicable, **AGENCY** agrees to support the Housing First philosophy and participate in coordinated entry as established and implemented by the local Continuum of Care.

b. **AGENCY** agrees to operate from a low-barrier model, defined as homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision-making.

c. **AGENCY** agrees to provide **COUNTY** with an annual Housing First/Low Barrier Questionnaire as adopted by the HLA at the start of each contract period.

d. **AGENCY** agrees to demonstrate status and efforts of the Housing First model upon request by the **COUNTY**.

8. Pinellas Homeless Management Information System (PHMIS).

If applicable, **AGENCY** agrees to participate in and enter information into the Pinellas Homeless Management Information System (PHMIS) administered by the Pinellas Homeless Leadership Alliance (HLA), or similar system as required by the Pinellas County Homeless Continuum of Care.

9. 211 Tampa Bay Cares Database.

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to list new or updated program data in the 211 Tampa Bay Cares, Inc. online database.

**HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D**

For verification purposes, **AGENCY** shall submit a screenshot or print-out verifying current database information with each quarterly report.

10. Multiparty Release of Information Form.

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to use and promote the use of 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.

11. Data Sharing.

The **AGENCY** agrees to share data as outlined in the Data Sharing Agreement, incorporated by reference hereto and attached as Attachment 1, and to and provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development

12. 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, programmatic documents, and will provide related information at any reasonable time.

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

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**.

13. Documentation.

The **AGENCY** 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

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

- 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

14. Emergency, Disaster, or Critical Event Response.

Community partners are critical to effective community response in a disaster. AGENCY must effectively prepare their organization for continuity of continued services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and necessary by the COUNTY under this agreement. At a minimum, this may include:

a. AGENCY will work with the COUNTY, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.

b. AGENCY will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the COUNTY, as set forth above, including staffing plans where necessary and appropriate. A copy will be provided to the COUNTY each year prior to June 1st or otherwise upon request.

c. 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

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

COUNTY, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

d. The **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

e. Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the **COUNTY** and **AGENCY** as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the **COUNTY** and **AGENCY** will discuss community impacts and decide how best to meet the community's response. Along with immediate response, **AGENCY** agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.

f. If **AGENCY** is unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.

g. **AGENCY** will track and maintain detailed operational records when activated to serve in an emergency capacity.

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

15. 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. Circumstances or events 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. Circumstances or events shall be reported to the designated COUNTY contact in the form prescribed by the COUNTY.

16. 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 or operational 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.

17. Termination.

a. If the AGENCY fails to fulfill or abide by any of the provisions of this Agreement, AGENCY shall be considered in material breach of the Agreement. Where the COUNTY determines that a material breach can be corrected, AGENCY shall be given

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

thirty (30) days to cure said breach. If **AGENCY** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

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 repay such amount and, at the option of the **COUNTY**, 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**.

18. 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.

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

19. Non-Exclusive Services.

During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

20. 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.

21. HIPAA.

a. Prior to any client health information exchange with the County, if applicable, AGENCY agrees to execute a HIPAA Business Associate Agreement.

b. If AGENCY is deemed a Covered Entity or Business Associate under HIPAA, 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

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

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.

22. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

23. 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.

24. 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,

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

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 the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

25. 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. Specifically, section 119.0701 requires **AGENCY** perform the following:

a. Keep and maintain public records required by the **COUNTY** to perform the service.

b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE **AGENCY** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **AGENCY**'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

26. 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,

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

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**.

27. Conflicts of Interest.

a. 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.

b. 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

HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D

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**.

28. 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**.

29. 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**.

**HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D**

30. Governing Law.

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

31. Conformity to the Law.

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

32. 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.

33. Agreement Management

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

Abigail Stanton, Director of Contracts
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

Edward Kutcher, Chief Regulatory Officer
Community Health Centers of Pinellas, Inc.
14100 58th Street North, Clearwater, FL 33760

**HUMAN SERVICES FUNDING AGREEMENT
SOCIAL ACTION FUNDING
Legistar #21-1068D**

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 County Administrator:




Barry A. Burton

Date: October 4, 2021

Agency Name

By:



Signature

Eloai DNSO CEO
Name and Title

Date: 9/10, 2021

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney

**HUMAN SERVICES FUNDING AGREEMENT
FY22 SOCIAL ACTION FUNDING
APPENDIX A**

Agency: Community Health Centers of Pinellas, Inc.

Program: CHCP Tarpon Springs Dental for Disadvantaged Residents

Priority Area: Healthcare for Disadvantaged Population

Funding Amount: \$150,000.00

Target Population and Eligibility Criteria:

Pinellas County residents of all ages with household income below 200% of the Federal Poverty Level (FPL) who are in need of dental services.

Scope of Services:

Agency shall provide no-cost access to dental care for Pinellas County residents at or below 200% FPL at the Agency's Tarpon Springs dental office. The Agency shall provide a full scope of adult and pediatric oral health services to include emergency, preventative, and restorative procedures along with administrative and operational support. Agency will provide on-site staff to deliver direct services as indicated below.

Program Staff:

- General Staff – (1) Dentist
- General Staff - (1) Dental Assistants
- General Staff – (1) Dental Hygienist
- General Staff – (1) Community Service Specialist
- General Staff – (1) Patient Engagement Specialist

Direct Services:

- Comprehensive care services
- Cleanings, deep cleanings, oral hygiene instruction
- Fluoride application
- Extractions and pulp therapies Fillings, crowns, stainless crowns, bridges
- Nutritional and tobacco counseling
- Partial dentures, Dentures
-
- Enabling services (assistance with applications and links for assistance)
 - Food stamps
 - Housing
 - Legal assistance
 - Transportation services

ATTACHMENT 2

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The **AGENCY** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **AGENCY** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **AGENCY** to the **COUNTY** at least thirty (30) days prior to the expiration date.

AGENCY shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said **AGENCY** from its insurer. Notice shall be given by certified mail to: **Pinellas COUNTY Risk Management Department**, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve **AGENCY** of this requirement to provide notice.

Should the **AGENCY**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **AGENCY** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **AGENCY's** most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the **AGENCY**.
- (3) The term "**COUNTY**", or "**Pinellas COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas **COUNTY**.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY**'s Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **AGENCY** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **AGENCY**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **AGENCY** occurs, or alternatively find the **AGENCY** to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of **Pinellas COUNTY** from the **AGENCY**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$500,000
Per Employee disease	\$500,000
Policy Limit Disease	\$500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles including loading and unloading coverage. **Required only if the AGENCY owns any vehicles.**

Limit

Combined Single Limit Per Accident	\$1,000,000
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(D) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.



Outcomes and Goals

**Tarpon Springs Dental for Disadvantaged Residents
Community Health Centers of Pinellas County, Inc.
(CHCP)**

Appendix B

Goal 1: Increase access to dental services for underserved Pinellas County residents			
Outcomes	Indicators	Evaluation	Measure intervals
<p>Describe the changed state in the program participants or broader community that can be measured and identified. Include % change.</p> <ul style="list-style-type: none"> 931 individuals will utilize dental services at CHCP for the first time by 9/30/2022 2,273 individuals will utilize dental services by 9/30/2022 	<p>Identify qualitative and quantitative indicators to measure the outcomes.</p> <ul style="list-style-type: none"> Number of unduplicated patients utilizing dental services at CHCP for the first time Number of unduplicated patients utilizing dental services 	<p>Identify how these outcomes will be measured (e.g. surveys, staff observation, program plans, assessments, self-reports)</p> <ul style="list-style-type: none"> Patient data will be entered into EHR (electronic health records) Data will be extracted from EHR using data analysis software Data reports will be compiled, validated and presented to the QI Committee and BOD 	<ul style="list-style-type: none"> Daily Bi-Monthly Quarterly
Goal 2: Increase patients established with a Dental Home			
<ul style="list-style-type: none"> 40% of dental patients will return for a periodic exam check-up by 9/30/23 	<ul style="list-style-type: none"> Number of unduplicated dental patients who have more than one dental visit 	<ul style="list-style-type: none"> Patient data will be entered into EHR (electronic health records) Data will be extracted from EHR using data analysis software Data reports will be compiled, validated and presented to the QI Committee and BOD 	<ul style="list-style-type: none"> Daily Bi-Monthly Quarterly

**HUMAN SERVICES FUNDING AGREEMENT
FY22 SOCIAL ACTION FUNDING
APPENDIX A**

Agency: Community Health Centers of Pinellas, Inc.

Program: CHCP Tarpon Springs Dental for Disadvantaged Residents

Priority Area: Healthcare for Disadvantaged Population

Funding Amount: \$150,000.00

Target Population and Eligibility Criteria:

Pinellas County residents of all ages with household income below 200% of the Federal Poverty Level (FPL) who are in need of dental services.

Scope of Services:

Agency shall provide no-cost access to dental care for Pinellas County residents at or below 200% FPL at the Agency's Tarpon Springs dental office. The Agency shall provide a full scope of adult and pediatric oral health services to include emergency, preventative, and restorative procedures along with administrative and operational support. Agency will provide on-site staff to deliver direct services as indicated below.

Program Staff:

- General Staff – (1) Dentist
- General Staff - (1) Dental Assistants
- General Staff – (1) Dental Hygienist
- General Staff – (1) Community Service Specialist
- General Staff – (1) Patient Engagement Specialist

Direct Services:

- Comprehensive care services
- Cleanings, deep cleanings, oral hygiene instruction
- Fluoride application
- Extractions and pulp therapies Fillings, crowns, stainless crowns, bridges
- Nutritional and tobacco counseling
- Partial dentures, Dentures
-
- Enabling services (assistance with applications and links for assistance)
 - Food stamps
 - Housing
 - Legal assistance
 - Transportation services



Outcomes and Goals

**Tarpon Springs Dental for Disadvantaged Residents
Community Health Centers of Pinellas County, Inc.
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Appendix B

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