

**HUMAN SERVICES INTERLOCAL AGREEMENT  
FLORIDA DEPARTMENT OF HEALTH PINELLAS COUNTY**

**THIS INTERLOCAL AGREEMENT is made and entered into 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, hereinafter called the "PROVIDER."**

**WITNESSETH:**

**WHEREAS, the COUNTY desires to continue to increase 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 (HCH) program; 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, PROVIDER works with the COUNTY to provide health care services to adult (18-64 years) uninsured residents of Pinellas County; and**

**WHEREAS the COUNTY contracts with PROVIDER to provide certain primary, specialty, dental, and behavioral healthcare under a separate contract for compensation;**

**WHEREAS, funding for the HCH program is provided, in part, through a federal grant from the Health Resources and Services Administration (HRSA); and**

**WHEREAS, PROVIDER has agreed to provide "Required and Additional" referral services for HCH clients in accordance with this Agreement at no cost to the COUNTY;**

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

1. **Required and Additional Services.**

**PROVIDER** agrees to provide the following “Required and Additional Services” as defined in the HCH Scope of Project (Form 5a) (See Attachment 1) by referral agreement:

- a. **Voluntary Family Planning Services:** Voluntary family planning services are appropriate counseling on available reproductive options consistent with Federal, state, local laws and regulations. These services may include management/treatment and procedures for a patient's chosen method, e.g., vasectomy, tubal ligation, placement of long-acting reversible contraception (LARC) (IUDs and implants).
- b. **Well Child Services:** Well child services are age appropriate preventive care and treatment for newborns through adolescents. At a minimum, these services must include regular/periodic physical exams and measurements; appropriate screenings and tests to assess vision, hearing, oral health, growth and development, and immunization status; and health education and counseling.
- c. **Gynecological Care Services:** Gynecological care services are the regular preventive assessment and appropriate treatment of conditions or disorders of the female reproductive system (with the exception of obstetrical services). At a minimum, these services must include pelvic and breast exams, cervical cancer screening, and the review of menstrual and reproductive history and gynecological symptoms. Basic gynecological ultrasounds are included in this category. Services may also include common gynecological procedures (e.g., colposcopy, hysterectomy, fibroid removal).

d. **Obstetrical Care Services:** Obstetrical care services are the clinical assessment, management/treatment and coordination of services and referrals for the mother and fetus to maximize the outcome of the pregnancy. Such services extend from the mother's diagnosis of pregnancy thru the approximately six-week period following the delivery and can be divided into three components: 1) Prenatal; 2) Intrapartum (labor & delivery); and 3) Postpartum. Services include progressive risk assessments of mother, fetus and the newborn, and must be consistent with the individual health center provider's licensure, credentials, and privileging.

i. **Prenatal Care Services:** Prenatal care services are the care and treatment to both the mother and developing fetus to include ongoing risk assessment and counseling. At a minimum, these services include regular screening (including labs and basic ultrasounds), ongoing monitoring of uterine and fetal growth, risk assessment, and counseling regarding childbirth, nutrition and any identified risks.

ii. **Intrapartum Care:** Intrapartum care (labor & delivery) services are the care of a mother and newborn during labor and birth. At a minimum, these services include ongoing assessment and potential transfer to an appropriate delivery and postnatal care setting for the mother and/or newborn.

iii. **Postpartum Care:** Postpartum care services are the care of the mother during the six-week period after childbirth. At a minimum, these services include the mother's postpartum checkup(s) along with appropriate follow-up treatment and education.

- e. **Nutrition Services:** Nutrition services prevent and treat diseases and conditions through nutritional assessment, diagnosis and treatment. These services may include medical nutrition therapy, nutrition education and counseling, and other interventions to enhance knowledge and impact behaviors related to healthy eating, nutrition and health. These services may include the nutrition services of a WIC program, if the WIC program is within the scope of project.

2. **Provider Responsibilities**

**PROVIDER** shall require that all referral programs accept patients, provide services as recommended by **PROVIDER**, and refer the patient back to the health center with appropriate clinical support documentation for follow-up care as follows:

- a. Require that the referral program acknowledges and accepts referrals from health center staff for the above identified services and is responsible for providing all health center patients with these services as deemed clinically appropriate upon review and assessment.
- b. Require that referred services will be made available to all health center patients identified by health center staff as requiring any of the above additional services, regardless of ability to pay.
- c. Require that all of the above identified services must be offered to health center clients on a sliding fee discount scale which must, at a minimum, be at the same level as the County offers its patients (See Attachment 2).
- d. Require that any Licensed Independent Practitioner (LIP), or Other Licensed or Certified Provider (OLCP) for the above identified services must be licensed, certified, or registered as verified through a credentialing process in accordance

with applicable Federal, state, and local laws; and are assessed as competent and fit to perform the referred services through a privileging process. Ensure that referral program provides documentation as to such to the health center upon request.

- e. Require that the referral program provide documentation of the client's services back to the health center at time of discharge, or as appropriate, for follow-up care by the primary care physician.
- f. Ensure that protected health information (PHI) is managed in accordance with Section 12 herein.

**2. Term of Agreement.**

This Agreement is retroactive to October 1, 2017 and the agreement shall expire on September 30, 2018. This Agreement shall automatically renew under the same terms and conditions upon extension of grant funding or new grant award.

**3. Monitoring.**

- a) **PROVIDER** will comply with **COUNTY** and departmental policies and procedures.
- b) **PROVIDER** 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) **PROVIDER** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d) **PROVIDER** 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 **PROVIDER** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **PROVIDER**.

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**.

**4. Documentation.**

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

- a. Articles of Incorporation
- b. Provider By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest provider financial audit and management letter
- g. Biographical data on the provider 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

**5. Disaster Response**

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

**6. Special Situations.**

**PROVIDER** 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 **PROVIDER's** or **COUNTY's** ability to protect and serve its participants, or other significant effect on the **PROVIDER** 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.

**7. Cancellation.**

a) The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **PROVIDER** in writing of the intention to cancel, or with cause if at any time the **PROVIDER** fails to fulfill or abide by any of the terms or conditions specified.

Failure of the **PROVIDER** 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 **PROVIDER** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **PROVIDER** 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 **PROVIDER** 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**.

**8. 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 **PROVIDER** 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 **PROVIDER** 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.

**9. 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

**10. HIPAA**

a) The **PROVIDER** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement (See Attachment 3).

b) The **PROVIDER** 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.

**11. Business Practices.**

a) The **PROVIDER** 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 **PROVIDER** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for a period of three (3) years from the date the final Federal Financial Report (FFR) is submitted.

c) All **PROVIDER** 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 **PROVIDER** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

**12. Nondiscrimination.**

a) The **PROVIDER** 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 **PROVIDER** 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 **PROVIDER** 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 **PROVIDER**.

**13. 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.

**14. Conflict of Interest.**

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

**15. Independent Contractor.**

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

**16. Governing Law.**

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

**17. Public Records.**

The **PROVIDER** 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 **PROVIDER** 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 **PROVIDER** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the **PROVIDER** 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.

**18. Indemnification**

As the **COUNTY** and **PROVIDER** 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.

**19. Conformity to the Law.**

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

**20. 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.

**21. Agreement Management.**

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

Tim Burns  
Pinellas County Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756

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

Melissa Van Bruggen  
Florida Department of Health-Pinellas County  
205 Dr. Martin Luther King Jr Street, North  
St. Petersburg, FL 33701  
(727)824-6900 extension 4667

**SIGNATURE PAGE FOLLOWS**

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

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: Mark J. Woodard  
Mark Woodard

Date: 12/14, 2017

Florida Department of Health, Pinellas County Health Department

By: [Signature]  
for Uyee Choe, D.O. CHD Director  
Title

Date: NOV. 22, 2017

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: [Signature]  
Assistant County Attorney