

PINELLAS COUNTY HEALTH PROGRAM
INTERLOCAL AGREEMENT
ADDENDUM 1: COVID-19 Supplemental Funding

LEGISTAR ID: 20-1114A

THIS FIRST ADDENDUM, is effective upon the dates referenced herein, 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**." The Parties hereby incorporate this Addendum as part of the Pinellas County Health Program Interlocal Agreement (Original Agreement) between the **COUNTY** and **DOH** dated October 3, 2018, as follows:

WITNESSETH:

WHEREAS, on March 13, 2020, a Public Health Emergency was declared in response to the health and economic impacts of the coronavirus disease 2019 (COVID-19); and,

WHEREAS, a health threat to our most vulnerable individuals and families constitutes a significant threat to public safety and welfare; and,

WHEREAS, Congress enacted the "Coronavirus Aid, Relief, and Economic Security Act", also known as the "CARES Act;" the "Coronavirus Preparedness and Response Supplemental Appropriations Act; and the Paycheck Protection Program and Health Care Enhancement Act to aid in the recovery from the health and economic impacts of COVID-19; and,

WHEREAS, Pinellas County has received supplemental funding from these sources for preventing, preparing for, and responding to COVID-19 and serving clients eligible for the Pinellas County Health Care for the Homeless (HCH) Program.

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

1. **Scope of Services.**

In Addition to the services set forth in the Original Agreement, dated October 3, 2018 between **COUNTY** and **DOH**, **DOH** shall now provide the following additional services as set forth in this Addendum and Attachment 1 attached hereto and incorporated herein :

- a. Under the FY 2020 Coronavirus Supplemental Funding for Health Centers grant number H8CCS35074, DOH shall:
 - i. Support increased capacity for COVID response and outreach, including personal protective equipment and operational supplies.
 - ii. Support increased capacity for case management through the current HCH subcontracted mental health provider.

- b. Under the FY 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Supplemental Funding grant number H8DCS36100 DOH shall:
 - i. Support increased capacity for COVID response and outreach, including disinfecting equipment, personal protective equipment and operational supplies.
 - ii. Support increased capacity for mental health services through the current HCH subcontracted mental health provider.

- c. Under the FY 2020 Expanding Capacity for Coronavirus Testing (ECT) Supplemental Funding for Health Centers, grant number H8ECS38958, DOH shall:
 - i. Provide staffing responsible for outreach and education to the homeless shelters visited by the mobile medical van.
 - ii. Employ clinical and clerical staff to support mobile testing, intake and paperwork, or case management for the homeless population.

2. Term

Funding for the services of **DOH** and its approved subcontractors under this Addendum are effective as follows:

- a. Grant number H8CCS35074 is effective January 20, 2020, through March 14, 2021.
- b. Grant number H8DCS36100 is effective January 20, 2020, through March 31, 2021.
- c. Grant number H8ECS38958 is effective January 20, 2020, through April 30, 2021.

Health Resources and Services Administration (HRSA) authorizes, for all three grant awards, the recipient to incur pre-award costs prior to the effective date of a Federal award dating back to January 20, 2020. The terms within this Addendum may be renewed in writing by mutual agreement of the parties or extended under the same terms and conditions upon extension of grant funding or new grant award.

3. Compensation.

- a. Compensation for services in Section 1 of this Addendum is an amount not to exceed **\$492,539.00** as outlined in Attachment 1. The budget may be adjusted in writing by mutual agreement of the parties without the need to further amend this Addendum, so long as the total is at or below the not to exceed amount established herein.
- 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 staffing requirements per Attachment 1 are not met, 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 for each funding source noted in Attachment 1.
 - a) Encounter-based invoices shall consist of a summary of encounters by type, rate, and number, as defined in the original Agreement, 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**.

4. Original Agreement Terms

All terms and conditions of the Original Agreement between the parties hereto remain in full force and effect and this Addendum is incorporated in to the Original Agreement.

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

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

By: Pat Gerard
Commissioner Gerard, Chair

Date: August 11, 2020

ATTEST: KEN BURKE, CLERK
By: [Signature]
Deputy Clerk



Florida Department of Health,

DocuSigned by:
By: Ed McEachron
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Name: Ed McEachron

Director, Division of
Title: Administration

Date: _____, 2020

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney