

HUMAN SERVICES FUNDING AGREEMENT

Legistar ID Number: 20-848D

THIS AGREEMENT (Agreement), is effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "COUNTY," and **FLORIDA DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT**, an agency of the State of Florida providing public health services in Pinellas County, herein after called "DOH".

WITNESSETH:

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

WHEREAS, in response to the emergence of a novel coronavirus and the respiratory disease it causes ("COVID-19"), the World Health Organization (WHO) has officially characterized COVID-19 as a pandemic that constitutes a Public Health Emergency of International Concern; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order Number 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and accordingly the State Surgeon General and State Health Officer declared that a Public Health Emergency exists in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order Number 20-52 declaring a State of Emergency for the state of Florida in furtherance of efforts to respond to and mitigate the effects of COVID-19 throughout the state; and

WHEREAS, in order to fully and effectively respond to the developing threats posed by the novel coronavirus and its associated disease (COVID- 19), and in coordination with ongoing emergency actions by the state and federal governments, the Pinellas County Board of County

Commissioners (Board) passed Resolution 20-16 declaring a state of local emergency in Pinellas County (Resolution), and subsequently extensions and orders have been issued continuing the state of local emergency based on ongoing threats and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, on April 22, 2020, the U.S. Treasury Department (Treasury) issued Guidance for State, Territorial, Local, and Tribal Governments relating to payments made available under section 601(a) of the Social Security Act as added by section 5001 of the CARES Act (Coronavirus Relief Fund); and

WHEREAS, the Treasury guidance makes clear that COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria are eligible expenditures of the Coronavirus Relief Fund allocation; and

WHEREAS, the Updated FAQs state in pertinent part that the Coronavirus Relief Fund, "is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency;" and

WHEREAS, Pinellas County as a local government with a population in excess of 500,000 people is the only entity within Pinellas County that received the Coronavirus Relief Fund monies; and

WHEREAS, the **DOH** is currently providing medical services and emergency response to COVID-19 in Pinellas County and can quickly implement additional local services; and

WHEREAS, as the COVID-19 public health emergency continues it is critical to meet the COVID-19 testing, contact tracing, added capacity for skilled nursing and other medical professionals, ensure sufficient PPE, educate the public on COVID-19 with added community

health educators, and other public health measures to protect from or respond to the ongoing COVID-19 public health emergency; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.330 the **COUNTY** is responsible for making a determination as to whether the party receiving the federal program funds provided by this grant is a subrecipient or contractor; and

WHEREAS, the **COUNTY** has determined the **DOH** receiving funds under this federal program is a contractor for purposes of this program; and

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.

DOH shall provide community services for mitigation and critical COVID-19 response.

Under this agreement, **DOH** will continue to further local efforts by:

- a) Expanding local investigative, contact tracing, and support staff for 24 hour response and mitigation of local COVID-19 cases.
- b) Working with community partners to consult on complex cases and situation for improved local response and coordination.
- c) Implementing expanded Infection Prevention Teams to mitigate COVID-19 cases occurring in long term care facilities.
- d) Performing reviews of infection prevention guidelines within long term care facilities and provide training and testing as necessary.

3. Term of Agreement.

Reimbursement for services and costs rendered by **AGENCY** retroactive to March 1, 2020, may be invoiced following execution of this Agreement, and the Agreement shall expire on December 30, 2020. All services are to be completed by December 30, 2020.

4. Compensation.

a) The **COUNTY** agrees to pay **DOH** an amount not to exceed ONE MILLION FOUR HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$1,459,270.00) for the services described in Section 1 of this Agreement. Services will be delivered in accordance with Attachment 1, the proposed budget, attached hereto and incorporated by reference. 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** without the need to amend this Agreement. Any changes that increase costs must be in writing and in an amendment to this Agreement.

b) All requests for reimbursement payments shall consist of an invoice for the monthly amount, signed by an authorized **DOH** representative, and accompanied by documentation including the cost of services provided, invoices, receipts, and/or payroll documentation 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 monthly basis within thirty (30) days of the end of the month, or more frequently as required, with prior approval from the **COUNTY**. The **COUNTY** will not reimburse **DOH** for any expenditures in excess of the cap amount of this Agreement without an executed amendment in writing.

c) The **COUNTY** will reimburse to **DOH** in accordance with the Florida Local Government Prompt Payment Act upon receipt of invoice and required documentation.

d) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements must be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

5. Performance Measures.

DOH agrees to submit a monthly Program Outcomes Report with service numbers, trends, and response outcomes 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 month. Where no activity has occurred within the preceding period, **DOH** shall provide a written explanation for non-activity during the month, and no payments will be due and/or reimbursed.. The report formats shall be prescribed and provided by the **COUNTY**.

6. Monitoring.

- a) **DOH** will comply with **COUNTY** and departmental policies and procedures.
- b) **DOH** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- c) **DOH** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d) **DOH** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.
- e) If **DOH** receives accreditation reviews, each accreditation review will be submitted

to the **COUNTY** after receipt by **DOH**.

f) All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring **DOH** in lieu of reports customarily required by the **COUNTY**.

7. Documentation.

DOH shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- a. Membership list of governing board
- b. All legally required licenses
- c. Latest **DOH** financial audit and management letter
- d. Biographical data on **DOH** chief executive and program director
- e. Equal Employment Opportunity Program
- f. Inventory system – (equipment records)
- g. Current job descriptions for staff positions

8. Special Situations.

DOH agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on **DOH**'s or **COUNTY**'s ability to protect and serve its participants, or other significant effect on **DOH** or

COUNTY. Incidents shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

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 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**.

10. Cancellation.

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 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.

11. Assignment/Subcontracting.

a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b) DOH is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work.

12. Non-Exclusive Services.

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

13. Indemnification.

As the COUNTY and DOH are public bodies of the State of Florida, the parties agree to be fully responsible for their own acts of negligence and for their respective agents/employees' acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however, that the parties' liability is subject to the limitations imposed by 768.28, Fla. Stat. Nothing herein is intended to act as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this agreement.

14. HIPAA.

a) **DOH** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b) The **COUNTY** is a hybrid covered entity and **DOH** 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.

15. Public Entities Crimes.

DOH is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that **DOH** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. **DOH** represents and certifies that **DOH** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. **DOH** agrees that any contract awarded to **DOH** will be subject to termination by the **COUNTY** if **DOH** fails to comply or to maintain such compliance.

16. Business Practices.

a) **DOH** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b) **DOH** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for five (5) years after final payment is made.

c) All **DOH** records relating to this Agreement shall be subject to audit by the federal

government, or their representatives, or the **COUNTY** or its representatives, and **DOH** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

17. Nondiscrimination.

a) **DOH** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

b) **DOH** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) **DOH** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

18. Conflict of Interest.

DOH shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If **DOH** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, **DOH** may identify the prospective business association, interest or circumstance, the nature of work that **DOH** may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by **DOH**. The **COUNTY** agrees to notify **DOH** of its opinion within (10) calendar days of receipt of notification by **DOH**, which shall be binding on **DOH**.

19. Independent Contractor.

It is expressly understood and agreed by the parties that **DOH** is at all times hereunder

acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of **DOH** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of **DOH**.

20. Non-Expendable Property.

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

a) **DOH** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.

b) The **COUNTY** reserves the right to have its agent personally inspect said property.

c) **DOH** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

1. **DOH** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;

2. **DOH** shall use said property for the purposes of the program herein, or for similar purposes;

3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement, if **DOH** violates any provision of this Agreement, or if **DOH** fails to use the property for the purposes of the project herein, or if **DOH** ceases to exist for the purposes of this Agreement; and

4. **DOH** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by **DOH** with funding obtained through this Agreement: i. which is sold, ii. or if **DOH** fails to use the property for the purposes of the project herein, iii. or if **DOH** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The **COUNTY** at its option may waive this requirement and allow **DOH** to retain any funds received from such sale.

21. Additional Funding.

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by Federal and State law and applicable Federal and State rules and regulations. **DOH** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **DOH** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

22. Governing Law.

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

23. Public Records.

DOH acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. **DOH** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and **DOH** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, **DOH** agrees to

charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

24. Conformity to the Law.

DOH shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder, including but not limited to section 601(a) of the Social Security Act as added by section 5001 of the CARES Act and regulations applicable thereto.

25. 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.

26. Agreement Management.

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

Tim Burns, Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

Ulyee Choe, D.O.
Florida Department of Health, Pinellas County Health Department

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: 

Barry A. Burton

Date: August 26, 2020

DocuSigned by:



97948E2C1A0247E
(DOH Name)

By: Courtney Coppola

Chief of Staff


Title

Date: 8/25/2020, 2020

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Assistant County Attorney

APPROVED AS TO FORM

By: 
Office of the County Attorney