HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed 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, FL 33760, hereinafter called the "AGENCY."

WITNESSETH:

WHEREAS, on August 6, 2019, the Board of County Commissioners 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, transportation, public safety, education, criminal justice, and economic development significantly affect health inequities and the social determinants of health; and

WHEREAS, the COUNTY is committed to assisting residents in need of medical care; and

WHEREAS, the epidemic of opioid misuse in the State of Florida has resulted in the declaration of a Public Health Emergency; and

WHEREAS, the **COUNTY** and **AGENCY** agree that expanding low and/or no-cost healthcare will benefit and improve health outcomes of the Lealman community; and

WHEREAS, the COUNTY recognizes that an increase in dental care for Pinellas County residents can lead to reduced dental-related Emergency Department (ED) visits and improved health outcomes overall; and

WHEREAS, the AGENCY has requested COUNTY financial support to meet its goals in addressing these concerns in the community; and,

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is currently providing essential health services within the community; and

WHEREAS, the estimated costs of services provided by **AGENCY** is approximately \$2,434,022.00.

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.

- a. In order to expand access to healthcare, the AGENCY will continue to perform services as outlined within the Expansion of Health Services proposal (Attachment 1). Services may be amended to address expanded healthcare needs by mutual written agreement of the COUNTY and AGENCY without the need to further amend this Agreement.
- b. The AGENCY shall continue to support efforts to address substance abuse and treatment including:

- AGENCY shall participate and collaborate in the Pinellas County
 Opioid Task Force activities aimed to reduce the number of opioid based death and injuries in the County.
- ii. AGENCY shall maintain county-wide naloxone kits distribution points at Community Health Centers of Pinellas (CHCP) service locations.
 - AGENCY shall establish necessary procedures and protocols for receiving and distribution of naloxone through organization's pharmacy program.
 - AGENCY shall participate in available no-cost State of Florida programs to obtain naloxone.
 - AGENCY's full patient service team will receive education on naloxone distribution and patient training.
 - 4) **AGENCY** shall conduct annual training for all providers as it relates to naloxone effectiveness as an overdose response option.
- iii. AGENCY shall conduct an ongoing education program on opioid death and abuse prevention for CHCP dentists and members of dental staff.
- iv. AGENCY shall collaborate with Florida A&M University (FAMU) to incorporate information on proper use and disposal of prescription opioids within the framework Medication Therapy Management (MTM) program.
- v. AGENCY shall utilize CHCP Obstetrics (OB) and pediatric program to collaborate with community partners on Substance Exposed Newborn (SEN) programs.

- vi. AGENCY shall establish dedicated positions for Case Management and Community Health Outreach to improve patient engagement, community-outreach, and patient connection to substance abuse provider or other referrals.
- vii. The AGENCY shall actively participate in a collaboration with local hospitals to support substance use disorder (SUD) treatment and will support the necessary staff to provide medication assisted treatment (MAT).
- c. The AGENCY shall assist with addressing the need for quality and equitable health care services for residents of Lealman community by expanding access to highquality health services.
 - AGENCY shall continue to provide service access for the Lealman Community, to include increased healthcare capacity and extending hours of operation.
 - ii. AGENCY shall continue a minimum of part-time behavioral health services at all locations.
 - iii. AGENCY shall maintain a staff of Community Health Workers to connect patients with medical and social service support, track utilization, and assure continuity of care.
 - iv. **AGENCY** shall provide substance abuse prevention activities and proactive case management for patients with substance abuse diagnoses.
- d. AGENCY shall improve and maintain access to dental care for residents of South St.
 Petersburg and Clearwater

- AGENCY shall continue expanded service access by hiring additional dental and ancillary staff.
- ii. AGENCY will establish a full-time pediatric dentistry program led by a licensed pediatric dentist.

3. Term of Agreement.

The term of this Agreement shall commence upon execution and expire on September 30, 2022.

4. Compensation.

- a. **COUNTY** agrees to pay an amount not to exceed \$1,062,399.00 in the form of an Intergovernmental Transfer for the services described in Section 1 of this Agreement, contingent upon availability and participation in the State of Florida Low Income Pool (LIP) and supporting Letter of Agreement (LOA) executed with the State of Florida.
- b. No funds shall be disbursed without written authorization from the AGENCY of the intent to move forward with services. Upon receiving written notification and direction by AGENCY, payment shall be made to the State of Florida pursuant to the LIP LOAs or subsequently designed state low-income healthcare pool.
- c. Participation in the LIP LOAs by the COUNTY shall satisfy COUNTY'S responsibility under this section of this Agreement. In the event AGENCY fails to provide services in accordance with this Agreement throughout the entire term of this Agreement, AGENCY shall refund payment to the COUNTY on a pro-rated basis.
- d. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the COUNTY. If this Agreement is still in force, future payments shall be withheld by the COUNTY.

5. Performance Measures.

The AGENCY agrees to submit mutually agreed upon quarterly reports and outcomes to the COUNTY. Reports 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 reports shall be submitted in a mutually agreed upon format.

Monitoring.

- a. AGENCY will comply with COUNTY and departmental policies and procedures.
- b. AGENCY will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.
- c. AGENCY will submit other reports and information in mutually agreed upon formats.
- 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 results, each accreditation result 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 mutually agreed upon by both parties. If approved by the COUNTY, the COUNTY will accept a report from another monitoring agency in lieu of reports customarily required by the COUNTY.

7. **Documentation.**

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

- a. 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
- 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
- 1. Match documentation

8. 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 prior to June 1, 2021, or otherwise upon request.
- c. The **COUNTY** agrees to continue funding this Agreement 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 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 manmade 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.

9. 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 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.
- d. AGENCY reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the COUNTY in writing of the intention to cancel. In the event AGENCY fails to provide services in accordance with this Agreement throughout the entire term

of this Agreement, AGENCY shall refund payment to the COUNTY.

10. Assignment/Subcontracting.

- a. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- b. The AGENCY is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The AGENCY shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the COUNTY, without the prior written consent of the COUNTY, which shall be determined by the COUNTY in its sole discretion.

11. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. Unless specifically indicated 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.

12. 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.

13. **HIPAA**

The AGENCY is a Health Insurance Portability and Accountability Act of 1996 (HIPAA) Covered Entity and AGENCY agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

14. Public Entities Crimes.

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

AGENCY will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

15. Business Practices.

- a. The AGENCY shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the COUNTY.
- b. The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.
- c. All AGENCY records relating to this Agreement shall be subject to audit by the COUNTY and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the AGENCY shall provide an independent audit to the COUNTY, if so requested by the COUNTY.

16. Nondiscrimination.

- a. The AGENCY shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.
- b. The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.
- c. The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d. At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the AGENCY.

17. Conflict of Interest.

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

18. 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**.

19. Additional Funding.

Funds from this Agreement shall be used as the matching portion for any federal or state 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**.

20. Governing Law.

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

21. Conformity to the Law.

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

22. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. 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.

23. Agreement Management.

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

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

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

Elodie Dorso, CEO
Community Health Centers of Pinellas, Inc.
14100 58th Street North
Clearwater, FL 33760

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
kerry Burlon
By:
Barry A. Burton,
County Administrator
Date: October 1, 2021
Community Health Centers of Pinellas, Inc.
By:
Name: Douis Drsd
Title: CEO
Date: 9/20/21, 2021



Attachment 1: Expansion of Health Services in Pinellas County Project Summary (Updated 9/23/2021)

Community Health Centers of Pinellas, Inc. (CHCP), is a not-for-profit Federally Qualified Health Center that provides affordable, high-quality primary health care services to the residents of Pinellas County. CHCP operates 13 locations and a Mobile Medical Unit across Pinellas County. These sites provided 215,000 visits to over 76,000 unduplicated patients in 2020, of which 91% were low-income (below 200% of the federal poverty level.)

CHCP is an accredited and certified patient-centered Medical and Dental Home that complies with Section 330 of the Public Health Service (PHS) Act. Additionally, CHCP health centers are dually accredited by the Accreditation Association for Ambulatory Health Care, Inc. (AAAHC) and the National Committee for Quality Assurance (NCQA).

The proposed project aims to address some of the urgent needs in Pinellas County.

Goal 1:

Actively participate in the Pinellas County Opioid Task Force-guided and County-led activities aimed to reduce the number of opioid based deaths and injuries in Pinellas County.

CHCP will continue its efforts in the area of substance abuse prevention and treatment. This is a multi-directional program, executed within the framework proposed by the Pinellas County Opioid Task Force and in collaboration with the Pinellas County Department of Human Services. The availability of support from the Pinellas County Government will allow CHCP to initiate and expand the following specific actions:

- Maintaining county-wide naloxone kit distribution points at CHCP service locations. In collaboration with the Florida Department of Health, CHCP has established necessary procedures and protocols for receipt and distribution of naloxone through the organization's pharmacy program. CHCP participates in available State programs to obtain naloxone at no cost. All members of CHCP's patient service team will continue to receive training on naloxone. CHCP will conduct annual training for all providers as it relates to naloxone effectiveness as an overdose response option.
- Conduct an ongoing education program on opioid death and abuse prevention for CHCP dentists and members of dental staff.
- CHCP collaborates with the Florida A&M University (FAMU) to incorporate information on the proper use and disposal of prescription opioids within the framework of the Medication Therapy Management (MTM) program. The program's innovative design allows patients the



flexibility of receiving either personal face-to-face MTM services at two CHCP service sites or via a remote connection from other CHCP locations.

- Utilizing CHCP's OB and pediatric program to collaborate with community partners on Operation PAR's "Mentoring Moms" program including Substance Exposed Newborns (SEN). CHCP works to mitigate existing gaps through utilization of embedded medical personnel within specialty settings and exploration of higher levels of EHR connectivity.
- Maintaining a Case Manager and Community Health (Outreach) Worker necessary to improve patient engagement and community outreach. Case Management provides patients with a "warm handoff" from a Primary Care Provider (PCP) to a substance abuse care provider or another referral.
- CHCP closely collaborates with community and university-based programs including USF's Family Study Center, AHEC, Healthy Start Coalition of Pinellas County, and others.
- CHCP will actively participate in the County led collaboration with Bayfront hospital in the area of Substance Use Disorders (SUD) treatment. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies for the treatment of SUD. CHCP will be utilizing MAT for treatment of addiction to opioids, such as heroin and prescription pain relievers that contain opiates, in collaboration with Bayfront Hospital. As a part of the hospital discharge protocol, Bayfront will refer patients with qualified diagnoses to CHCP's MAT program to reduce the need for inpatient services including detoxification for these individuals. In addition to the individually tailored behavioral therapy and counseling, CHCP will use FDA-approved medications like Buprenorphine, Suboxone, and Vivitrol. CHCP is in process of hiring a psychiatrist to lead the organization's mental health and SUD efforts, including the proposed MAT program. However, the program will require significant investment and efforts of the team including the time of a MAT certified mid-level provider, nurse, case manager, and two members of ancillary staff.

The project budget includes salaries and benefits for the personnel directly involved in the proposed activities and necessary contracted services. The estimated amount of funding needed for this goal is \$498,890.

Goal 2:

Assist with addressing the need for quality and equitable health care services for residents of the Lealman community by expanding access.

The Lealman CDP has a population of over 20,000 and is referred to as an At-Risk Zone of South Pinellas. Over 50% of area residents have an income below 200% of poverty. CHCP continues to operate the Lealman health center, an essential access point for adults and children in this community to obtain affordable quality healthcare. CHCP maintains Community Health (Outreach) Workers to connect patients with health and social support services, to track the



utilization and results of various services, and follow up with patients to assure continuity of care and best possible outcomes. These activities include linkage to substance abuse prevention services and proactive case management for patients with the substance use disorder diagnoses.

The project builds on CHCP's existing capabilities and systems including the use of state-of-theart electronic health records, highly regarded analytical tools, and community partnerships. The project allows scalability for increasing the volume of services rendered. Due to the increase in patient demand, CHCP is adding a full-time pediatrician and complimentary ancillary staff to the Lealman medical team.

The project budget will support the salaries and benefits for personnel serving patients at the Lealman facility and support its operations. The estimated budget for this goal for the proposed project year is \$890,458.

Goal 3:

Improve access to dental care for residents of South St. Petersburg and Clearwater.

To improve access to dental care for the neediest areas of Pinellas County and reduce unnecessary utilization of ER services, CHCP hired two additional dental providers, an additional dental hygienist and 4.5 additional FTEs of ancillary staff. This will allow the organization to increase the volume of services for the neediest residents of South St. Petersburg and Clearwater.

The project budget will support the salaries and benefits for the additional dental personnel serving patients at the Johnnie Ruth Clarke and Clearwater facilities. Furthermore, CHCP proposes to establish a full-time pediatric dentistry program. The dedicated team, led by a licensed pediatric dentist, will be providing a wide range of pediatric dentistry services, including use of nitrous oxide to help reduce a child's pain and anxiety during dental treatment. The estimated budget for this goal is \$1,044,674.

The total budget for personnel, benefits, training, and educational materials for the proposed project is \$2,434,022. CHCP will need financial support from the Pinellas County Government in the amount of \$1,062,399. The remaining \$1,371,623 necessary for the projects will be obtained through the Low-Income Pool (LIP) program. Furthermore, CHCP will assume and cover all other operational expenses for the project.