



I. APPLICATION DATA

- A. **Case Number:** This item does not have a case number.
- B. **Location:** Funding through the Health in All Policies grant program encompasses areas throughout the City.
- C. **Request:** This is a consent item for City Council to authorize the City Manager's signature on the City's Fiscal Year 2019 Health in All Policies agreement totaling \$128,842.00.
- D. **Applicant:** This is inapplicable.
- E. **Agent:** This is inapplicable.
- F. **Legal Ad Text:** This is a consent agenda item and does not require a public notice.
- G. **Public Hearings:**
Planning & Zoning Commission Hearing Date: N/A
Deadline to Send Public Hearing Notices: N/A
Advertising Deadline: (submitted) N/A (published) N/A
City Council Hearing Date: 12/12/2019
Deadline to Send Public Hearing Notices: N/A
Advertising Deadline: N/A


II. BACKGROUND INFORMATION

- A. The City of Pinellas Park is a partner in the Health in All Policies consortium which includes the Florida Department of Health – Pinellas County, the City of St. Petersburg and Pinellas County. The Foundation for a Healthy St. Petersburg funds the program and the Department of Health serves as the lead agency.

This agreement is for year two of the grant program. Funding in the amount of \$128,842.00 will be used to employ a full time Urban/Health Planner, local mileage, supplies and administrative costs.

III. SUMMARY

- A. **Findings:** The agreement has been edited as advised by Assistant City Attorney, Lauren Rubenstein.
- B. **Staff Recommendation:** Staff recommends City Council approve the City's fiscal year 2019 Health in All Policies agreement in the amount of \$128,842.00.



Nick A. Colonna, AICP

11-27-19

Date



Benjamin J. Ziskal, AICP, CECD
Community Development Administrator

11/27/19

Date

IV. ACTION

CITY COUNCIL – MOVE TO:

- A. RECOMMEND APPROVAL
- B. APPROVE WITH THE FOLLOWING CONDITIONS:
- C. DENY

V. ATTACHMENTS

Exhibit A: Health in All Policies Agreement

Exhibit B: Attorney Letter

LOCAL AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT
205 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701
AND
CITY OF PINELLAS PARK
5141 78TH AVENUE NORTH
PINELLAS PARK, FL 33781

The State of Florida Local Agreement, being a legal and binding agreement, is sufficient to procure goods and/or services. This agreement has been created and assigned a PSL (Pinellas Site Local Agreement) number **PSL28**. The terms and conditions of this agreement shall become effective upon start date **January 1, 2020** or when the agreement is signed by both parties, whichever is later, until termination **December 31, 2020**. The criteria must be met by completion of this contract.

A. Services to be provided

1. General Description

- a. General Statement: The Providers' newly designated City Planner will work exclusively on HIAP and DOH-Pinellas will reimburse the Provider for the salary of the City Planner and related expenditures in accordance with the HIAP line item budget attached hereto and made a part hereof as **Attachment I**. The Provider will be responsible for assessing and tracking city and state legislation, regulations and policies pertinent to the elimination of health disparities especially within high risk areas, to create healthier communities. The Provider will work with DOH-Pinellas to implement HIA's and develop tool kits to ensure new projects are evaluated based on their healthy implications. The Provider will participate in Council and Consortium meetings and participate in educational sessions and trainings for HIAP.

2. Definition of Terms

- a. Health Department. The Florida Department of Health, Pinellas County Health Department, is state and county funded to provide public health services in Pinellas County.
- b. Health in all Policies Team- community partners collaborating to ensure that all decision makers are informed about the health consequences of various policy options during the policy development process. Health in all Policies Partners- Community partner committee members
- c. Provider: The City of Pinellas Park, Florida
- d. HiAP – Health in All Policies – community project
- e. DOH – Department of Health.

3. Persons to be served:

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Attachment II - Invoice

City of Pinellas Park-PSL28

Members of the Department of Health in Pinellas County, Health in All Policies (HiAP) Team and Partners, Advisory Committee and Stakeholders.

B. Manner of Service Provision

1. Scope of Work: DOH-Pinellas has been awarded funding from the Foundation to improve population health and health equity utilizing a Health in All Policies approach to emphasize the consequences of public policies on health determinants. This Provider will perform the tasks listed below.
 - a. Task List: Provider will perform the following tasks:
 1. Provide a minimum of one HiAP progress report (i.e. update) at a city council commissioner meeting
 2. Provide a minimum of one informational presentation covering HiAP principles at a community partner organization meeting (e.g. intra-governmental department, cross-sectoral committee, community advisory committee, etc.)
 3. Attend a minimum of one professional development training or conference related to HiAP principles
 4. Formulate a jurisdictional HiAP strategic implementation plan for the city's HiAP initiative
 5. Pilot at least two decision support tools (i.e. health impact assessment, health planning matrix, health lens analysis, health notes, site audit/observational assessment) within the city and document their implementation process
 6. Deliver a minimum of three health consultations supporting various city departments
 7. Attend all scheduled HiAP initiative meetings and trainings facilitated by DOH-Pinellas allowing for alternate attendees when applicable
 8. For pre-determined months, contribute monthly content information to the Health in All Policies newsletter, The Policy Brief
 9. When published, promote the given month's HiAP newsletter, on city web platforms
 - b. Deliverables: Provider will complete or submit the following deliverables in the manner specified:
 1. Provider will perform each service requirement covering all Tasks listed in the **Section B. 1. a.- i.** within the duration of the contract.

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2. Provider will submit monthly productivity and interaction reports by **second of Friday of each month**, as satisfactory documentation of completion of each task **for payroll and services payment purposes as specified in Section B.1.a.9.**
- c. Performance Measures: Deliverables must be met at the following minimum level of performance for payment to be made:
 - 1) A DOH approved, timely completed invoice must be submitted with sufficient documentation within 30 days following the end of the month for which payment is being requested.
 - 2) All tasks will be completed by the end of the contract, which **ends, December 31, 2020.**
2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:

Pursuant to section 287.058, Florida Statutes:

 - a. Any deliverable and task listed that is not completed by the end of the contract term will be charged a **2%** deduction per task from the last invoice submitted for payment on the contract.
3. Service Location and equipment:
 - a. Service Delivery Location: DOH will assist Provider in scheduling, coordinating and selecting the locations for tasks if appropriate.
4. Staffing Requirement:
 - a. Staffing Level: Provider must maintain an adequate administrative and organizational structure sufficient to complete the deliverables under the contract
 - b. Subcontractors: Provider may not subcontract any of the services/trainings in this contract, without prior written approval from the Department.

C. Method of Payment:

1. Payment: **This is a cost reimbursement agreement.** The Department will reimburse the Provider for satisfactory completion of the tasks as specified in Section B.1. a.1-9 and B.1.a.10. of this contract, for a total dollar amount **not to exceed \$128,842.00** for the contract term.

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Payments will be made, when the Contract Manager is presented with a satisfactorily completed invoice.

2. Payments may be authorized only for allowable expenditures on the invoice, which are in accordance with the limits specified on the approved line item budget (**Attachment I**).
3. Invoice Requirements: Provider must submit a properly completed invoice (**Attachment II**) and sufficient supporting documentation to the DOH Contract Manager within 30 days following the end of the month for which payment is being requested.

D. Special Provisions:

1. Renewal – N/A
2. Monitoring.
 - b. The provider agrees to maintain fiscal records documenting all expenditures that are applicable to this contract, participant records, and curriculum materials used in the provision of services. Records will be available for review by the health department.
 - c. Monitoring and Evaluation Methodology. By execution of this agreement, the provider hereby acknowledges and agrees that its performance under the agreement must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to three (3) months (or other specified time frame depending on the agreement duration) for the provider to achieve compliance with the standards. If the health department affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, the health department will terminate the agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the health department.
3. No Lobbying. State funds cannot be used to lobby the Executive or Legislative branches of the Federal Government in connection with the health department.
4. Discriminatory Vendor List. Provider acknowledges it is informed of provisions of 287.134 (2)(a), F.S., and represents to the health department that those provisions do not prohibit the health department from contracting with the provider or any subcontractors hereunder.
5. Background Screening. Standard re-screening requires correspondence checks through FDLE every five (5) years. If specified by the contract, re-screening must also include Level II (fingerprint checks through FBI) every five (5) years.

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6. Public Records. Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department in order to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract transfer to the Department, at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (727)824-6934, Karen.Coleman@flhealth.gov or 205 Dr. Martin Luther King St., N., St. Petersburg, FL 33701.

7. Construction or Renovation of Facilities using State Funds. Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of the purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the health department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.
8. E-Verify. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C section 1324a, and such

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violation will be cause for unilateral cancellation of this contract by the Department. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontract that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify system are deemed to be in compliance with this provision.

9. Indemnification.

- a. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgements, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
- b. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgement after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to defend. **NOTE: This section, i.e. Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

10. Insurance. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

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The Department reserves the right to require additional insurance as specified.

11. Cooperation with Inspectors General. Contractor acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.555(5), Florida Statutes.
12. Scrutinized Vendors. In compliance with F.S. 287.135(a), a Provider is ineligible to and may not enter into a contract with Department if the Provider is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or, is engaged a boycott of Israel. In compliance with F.S. 287.135(b), for contracts of \$1 million or more, a Provider is ineligible to and may not enter into a contract with Department if the Provider is (1) on the Scrutinized Companies with Activities in Sudan List, created pursuant to s. 215.473 or, (2) engaged in business operations in Cuba or Syria. By entering into this Agreement, you are certifying that you are eligible to contract with Department and are not participating in a boycott of Israel, are not on the Scrutinized Companies with Activities in Sudan List, are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that you do not have business operations in Cuba or Syria. In addition, this Agreement may be terminated if Provider (1) has found to have submitted a false certification, (2) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, (3) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (4) has been engaged in business operations in Cuba or Syria.

END OF TEXT

Attachments:

Attachment I - Line item budget
Attachment II - Invoice

CITY OF PINELLAS PARK, FLORIDA

FLORIDA DEPARTMENT OF HEALTH

By: _____

Douglas A. Lewis
City Manager

By: _____

Ulyee, Choe, DO
County Health Department Director

Date: _____

Date: _____

F596000409002

Federal ID NUMBER

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HiAP - LINE ITEM BUDGET
City of Pinellas Park
PSL28 – January 1, 2020 – December 31, 2020

Salary – Salary for City Planner-Annual	1 FTE	
SALARY AND Fringe Benefits		\$ 102,442.00
Local Travel – Travel reimbursement @.445/mile		\$ 772.28
Travel and Training		\$ 6,000.00
Communications – Cell phone usage		\$ 701.00
Certifications/Memberships		\$ 1,200.00
Operating and Office supplies – Supplies	Paper, pens, folders, copying, postage, etc.	\$ 2,250.00
Computer/Peripherals		\$ 1,106.00
Technology Charges		\$ 128.00
Indirect Cost – 12%		\$ 13,805.00
	Total	\$ 128,842.00

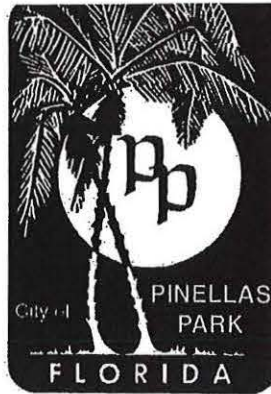
City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

November 5, 2019

Ms. Tammy Hillier
Community Services Manager
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-341
FY 2020 Agreement with Florida Department of Health - HiAP Program

Dear Ms. Hillier:

I have received and reviewed the above-referenced Local Agreement for the implementation of the HiAP program (Fiscal Year 2020). I note that under Section B, Manner of Service Provision, there appears to be a formatting issue. Paragraph 1. under such section should be moved to the left so that paragraphs a., b. and c. are included under subparagraph 1, Scope of Work. There also appears to be a typo under Section B.1.a.7. I believe it should read: "... meetings and trainings facilitated by"

Once the above changes are made, I would otherwise approve of the Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Ben Ziskal, Community Development Administrator

LCR/dh

19-341.11052019.LTH.FY 2020 FL DOH HiAP Program.wpd



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