

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: The Local Health Council of East Central Florida Contract

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Phillip C. Stalvey *for Phillip C. Stalvey* **CONTACT:** David Medley *Del* **EXT.** 3363

Agenda Date <u>12-20-05</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION: Authorization for the chairman to execute contract with The Local Health Council of East Central Florida.

BACKGROUND:

On September 27, 2005, the Board of County Commissioners approved \$35,000.00 to be awarded to The Local Health Council of East Central Florida for the purpose of education and research services. The attached contract, if approved, will develop action plans to address health disparities in Seminole County and provide provisional services to improve health care systems for Seminole County residents.

Attachment

Reviewed by: <u>12-1-05</u> Co Atty: <u>[Signature]</u> DFS: <u>[Signature]</u> Other: _____ DCM: <u>SS</u> CM: <u>[Signature]</u> File No. <u>CCSD1</u>
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THE LOCAL HEALTH COUNCIL OF EAST CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **THE LOCAL HEALTH COUNCIL OF EAST CENTRAL FLORIDA, INC.**, a Florida non profit corporation, whose address is 1155 S. Semoran Boulevard, Suite 1111, Winter Park, Florida 32792, hereinafter referred to as the "HEALTH COUNCIL".

W I T N E S S E T H:

WHEREAS, the HEALTH COUNCIL provides various types of health education and research services, including development of action plans to improve the health care system and services provided to residents of Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2005, through September 30, 2006, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the HEALTH COUNCIL fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the HEALTH COUNCIL after the HEALTH COUNCIL has received notice of termination. Upon said termination, the HEALTH COUNCIL shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The HEALTH COUNCIL shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to develop an action plan to address implementing initiatives to improve the health care system for uninsured residents of Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue From Other Sources. The HEALTH COUNCIL agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by the HEALTH COUNCIL during the term of this Agreement. It is understood that the HEALTH COUNCIL has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby the HEALTH COUNCIL would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification.

(a) The HEALTH COUNCIL shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to the HEALTH COUNCIL or whomsoever, resulting out of the HEALTH COUNCIL's fraud, defalcation, dishonesty, or failure of the HEALTH COUNCIL to comply with applicable laws or regulations; or by reason or as a result of any act or omission of the HEALTH COUNCIL in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to the HEALTH COUNCIL by registered or certified mail addressed to the HEALTH COUNCIL at the address provided hereinafter. Upon receiving such notice, the HEALTH COUNCIL, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in the HEALTH COUNCIL's defense of any such action, suit or proceeding.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to the HEALTH COUNCIL up to a maximum sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) for all services provided hereunder by the HEALTH COUNCIL during the term of this Agreement. Said sum is payable in three (3) equal installments during the

term of the Agreement upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that the HEALTH COUNCIL has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

Section 8. Reporting Requirements. The HEALTH COUNCIL shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY during the term of this Agreement;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of the agency, any problems that might exist for the agency and

special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, the HEALTH COUNCIL shall submit on a quarterly basis, a financial report reflecting total agency receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, the HEALTH COUNCIL shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to the HEALTH COUNCIL as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the HEALTH COUNCIL after the HEALTH COUNCIL have received such notice of termination. In the event there are any unused COUNTY funds, the HEALTH COUNCIL shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. The HEALTH COUNCIL shall allow the COUNTY, its duly authorized agent and the public access to such of the HEALTH COUNCIL's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with *Chapter 119, Florida Statutes*.

Section 11. Audit. The HEALTH COUNCIL shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31,

2006, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Manager, Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

FOR HEALTH COUNCIL

Karen van Caulil, Ph.D., President/Director
The Local Health Council of East Central Florida, Inc.
1155 S. Semoran Boulevard, Suite 1111
Winter Park, Florida 32792

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, the HEALTH COUNCIL shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in

effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the HEALTH COUNCIL as provided hereinabove.

Section 16. Equal Opportunity. The HEALTH COUNCIL agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 17. Conflict of Interest.

(a) The HEALTH COUNCIL agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) The HEALTH COUNCIL hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the HEALTH COUNCIL to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the HEALTH COUNCIL hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the

purpose herein expressed on the day and year first above written.

ATTEST:

THE LOCAL HEALTH COUNCIL OF
EAST CENTRAL FLORIDA, INC.

Sue Dyer
SUE DYER, Secretary

By: Karen van Caulil
KAREN VAN CAULIL, Executive Director

(Corporate Seal)

Date: 11/7/05

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY that, on this 7th day of November, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KAREN VAN CAULIL and SUE DYER, as Executive Director and Secretary, respectively, of THE LOCAL HEALTH COUNCIL OF EAST CENTRAL FLORIDA, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



Paula M Seigler
(Notary Public) Commission BB150457
Expires November 05, 2008

Paula M. Seigler
Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
10/20/05 10/31/05
LOCAL HEALTH COUNCIL
3 Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Seminole County Community Service Agency Report Form
3. Exhibit C - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Health Council of East Central Florida, Inc.
AGENCY ADDRESS: 1155 S. Semoran Blvd., Suite 1111, Winter Park, Florida 32792
PRESIDENT/DIRECTOR NAME: Karen van Caulil, Ph.D.
AGENCY PHONE NUMBER: 407-671-2005
AGENCY FAX NUMBER: 407-671-5474
AGENCY E-MAIL: pseigler@hcecf.org
PRESIDENT/DIRECTOR E-MAIL: kvancaulil@hcecf.org

The above agency will provide the following services for the residents of Seminole County during FY 2005-2006:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Plan for improving access of care.	The unit of service is an action plan that identifies specific activities, goals, outcomes, measures, responsible parties and a timetable. The plan has two projects within it, which will each take four months to develop.
2. Action plan to address health disparities.	The unit of service is an action plan that identifies specific activities, goals, outcomes, measures, responsible parties and a timetable. The plan is estimated to take four months to develop.
3. Action plan to educate residents to have a healthy lifestyle.	The unit of service is an action plan that identifies specific activities, goals, outcomes, measures, responsible parties and a timetable. The plan is estimated to take four months to develop.

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2005-September 2006)?

Service*	Number of County funded units
1. Plan for improving access to care	The county is being asked to fund 77.78% of the cost of developing this action plan/unit of service.
2. Action plan to address health disparities	The county is being asked to fund 77.78% of the cost of developing this action plan/unit of service.
3. Action plan to educate residents to have a healthy lifestyle.	The county is being asked to fund 77.7733% of the cost of developing this action plan/unit of service.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Plan for improving access to care	\$15,000 = 100% of cost 77.78% of \$15,000 = \$11,667
2. Action plan to address health disparities	\$15,000 = 100% of cost 77.78% of \$15,000 = \$11,667
3. Action plan to educate residents to have a healthy lifestyle.	\$15,000 = 100% of cost 77.7733% of \$15,000 = \$11,666

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Plan for improving access to care	300 hours of work at \$50/hour over four months.
2. Action plan to address health disparities	300 hours of work at \$50/hour over four months.
3. Action plan to educate residents to have a healthy lifestyle.	300 hours of work at \$50/hour over four months.

*Not to Exceed \$35,000.00

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Local Health Council of East Central Florida
 Original and One Copy to: Kelly Metcalf, MSW
 Program Manager
 Division of Community Assistance

Quarter	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this quarter:

2) Summary of accomplishments made with Seminole County funding this quarter:

3) Progress to broaden community financial support:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Phase 1				300			\$50.00	\$0.00
Phase 2				300			\$50.00	\$0.00
Phase 3				300			\$50.00	\$0.00
TOTAL	0	0	0	900		0	\$0.00	\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2006. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received date (original):	
Complete date:	
Processed date:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

**EXHIBIT C: PROGRAM LOGIC MODEL
PROGRAM EVALUATION PLAN**

Projected Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. PLAN OF ACTION TO INCREASE ACCESS TO PRENATAL CARE, ETC. ACCEPTED BY SCHPP.	SURVEY NEW MOTHERS REGARDING PRENATAL CARE RECEIVED AND THE BIRTH WEIGHT OF THEIR BABIES. ANALYZE STATE MORTALITY DATA.	WORK WITH LOCAL HOSPITALS TO DEVELOP A SHORT SURVEY TOOL FOR NEW MOTHERS. SURVEY ALL MOTHERS WHO ARE WILLING TO PARTICIPATE. DEVELOP AN INCENTIVE FOR PARTICIPATION. PROJECTED SAMPLE SIZE IS 400 PER YEAR. WORK WITH OFFICE OF VITAL STATISTICS TO RECEIVE QUARTERLY MORTALITY DATA REPORTS.	ONGOING DATA COLLECTION EFFORT ANALYZED QUARTERLY.
2. PLAN OF ACTION TO ESTABLISH A CHRONIC CARE MANAGEMENT PROGRAM IS ACCEPTED BY SCHPP.	ANALYZE PROGRAM RECORDS. ENSURE THAT PROGRAM RECORDS INCLUDE HOSPITALIZATION AND EMERGENCY DEPARTMENT RECORDS.	ALL CLIENT RECORDS TO BE ANALYZED.	RECORDS ANALYZED QUARTERLY.
3. PLAN OF ACTION TO ESTABLISH A PHYSICIAN VOLUNTEER PROGRAM IS ACCEPTED BY SCHPP.	ANALYZE PROGRAM RECORDS. ENSURE THAT RECORDS INCLUDE NUMBER OF VOLUNTEERS, NUMBER OF HOURS OF CARE DELIVERED AND NUMBER OF PATIENTS TREATED.	ALL PHYSICIAN AND PATIENT RECORDS ANALYZED.	RECORDS ANALYZED QUARTERLY.
4. PLAN OF ACTION TO ESTABLISH A HEALTHY SEMINOLE COMPONENT OF FLORIDA ON THE MOVE IS ACCEPTED BY SCHPP.	ANALYZE PROGRAM RECORDS. PROGRAM RECORDS TO INCLUDE COMMUNITY PARTNERS, DATE OF EVENT, NATURE OF EVENT, NUMBER OF PARTICIPANTS.	ALL EVENTS TABULATED AND ANALYZED.	RECORDS ANALYZED QUARTERLY.