

**SUBRECIPIENT AGREEMENT BETWEEN ALACHUA COUNTY &
STATE OF FLORIDA, DEPARTMENT OF HEALTH
COMMUNITY HEALTH WORKER PROGRAM - ADMINISTRATOR**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made by and between Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), and the State of Florida, Department of Health (“FDOH”). The County and FDOH are collectively hereinafter referred to as the “Parties”.

WITNESSETH

WHEREAS, the coronavirus disease (COVID-19) caused a severe, intertwined public health and economic crises; and

WHEREAS, the COVID-19 pandemic resulted in unemployment, increased food and housing insecurities, and negative impacts to businesses, households, and our community; and

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) established the Coronavirus State & Local Fiscal Recovery Funds (“SLFRF”) to provide fundings to state, local, and tribal governments to respond to the COVID-19 pandemic and its impacts; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida (“Board”) has received funds under ARPA to address those impacts; and

WHEREAS, eligible uses for ARPA include using the funds for programs, services, or capital expenditures that respond to or support public health emergency and its negative economic impacts; and

WHEREAS, the Alachua County Health Care Advisory Board has recommended the creation of a Community Health Worker program in Alachua County; and

WHEREAS, a Community Health Worker program can effectively reduce health disparities and improve access and engagement for those disproportionately impacted; and

WHEREAS, a Community Health Worker can support connections to advance public health; and

WHEREAS, for the reasons stated above, the Board finds the disbursement of ARPA funding to FDOH to support a Community Health Worker program in Alachua County, as provided for under this Agreement, will support and act as a response to the public health or negative economic impacts of the pandemic and will be an investment in our community; and

WHEREAS, under ARPA, the County may transfer funds to an entity for eligible uses; and

WHEREAS, FDOH and the County desire to enter into this Agreement to clarify or govern the disbursement of the ARPA funding to FDOH for the named program; and

WHEREAS, entry of this Agreement benefits public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, Alachua County and FDOH enter this Agreement and agree as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein.
2. **Term.** This Agreement shall become effective upon the date of execution of the last Party to this Agreement (“effective date”) and will remain in effect for a period of two (2) years from the effective date, unless earlier terminated.
3. **Agreement.**
 - A. **Scope of Services:** In accordance with the terms and conditions of this Agreement, FDOH will utilize the funds referenced in section 4 below to employ and retain an ‘Administrator’ for a Community Health Worker program (“CHW” and/or “Program”) for and in Alachua County, Florida. The Parties agree that the Administrator, at the direction of FDOH, will provide the services for the CHW Program more particularly described in the Scope of Services, attached hereto as Exhibit 1 to this Agreement and incorporated herein (“Services”). The Parties agree and acknowledge that these Services are an eligible use of federal assistance under ARPA.
 - B. **Modification:** The Parties agree that the Services listed in Exhibit 1 attached hereto will not be modified unless there is written, separate document signed by both the County Manager, on behalf of the County, and the Administrator for Florida Department of Health, Alachua County or his/her designee. The County Manager is authorized to approve a modification to the Services, with agreement of FDOH, without necessary of approval of the Board; however, modifications to the Services, if any, will be identified in the monthly contract report by the County Manager placed on the Board’s agenda.
 - C. **Employment:** Entry of this Agreement places no obligation on the County to supervise, direct, control, operate, maintain, insure or provide benefits to the Administrator or the CHW Program. The CHW Program Administrator will be an employee of FDOH and will not be an employee of Alachua County, Florida. FDOH will notify the County of any modification of the position title and will keep the County advised of the name of the individual serving in the position.
4. **ARPA Funding, Subrecipient.**
 - A. For the purposes of FDOH employing an Administrator and for the providing of the Services described herein, the County agrees to provide FDOH an amount not to exceed **\$160,000.00** during the term of this Agreement (“ARPA Funding”). The Parties acknowledge that the ARPA Funding is received by the County from the U.S. Department of the Treasury identified as ARPA and SLFRF.
 - B. The Parties acknowledge that due to distribution of ARPA Funding by the County to FDOH, FDOH is defined as a grantee or a subrecipient of federal funds. FDOH, as a subrecipient, will comply with the timing requirements and the certain federal rules, regulations, laws, guidance, conditions, and reporting requirements, as applicable to ARPA or SLFRF funds, and as may be amended during the term of this Agreement, whether or not such law or regulation is expressly provided herein.

- C. All activities funded with ARPA Funding must be in response to the public health emergency with respect to COVID-19 and its negative economic impacts, including assistance to households and non-profits, as specified in the U.S. Department of the Treasury guidance and final rule on SLFRF, as part of ARPA, as may be amended. The County agrees to allocate the ARPA Funding to FDOH, as a subrecipient, to assist in the impact by the COVID-19 public health emergency. FDOH shall ensure that the funding request to the County and the expenditure of such funds are necessary eligible uses as stated in federal rules, regulations, laws, and guidance in effect on the effective date of this Agreement, or as may be amended during the term of this Agreement. FDOH will provide and continue to provide the County, upon request, additional data, evidence, and supporting documentation regarding the CHW services and designations to address health disparities. FDOH will, upon request of the County, provide a list of expenditures on any invoice and back-up documents to support that funding is in compliance with the U.S. Department of the Treasury guidance and final rule on SLFRF, as part of ARPA, as may be amended. FDOH will comply with ARPA's eligible and restricted uses of funds. FDOH will implement internal controls and monitoring to ensure compliance with the federal rules, regulations, and guidance.
- D. The Parties acknowledge that ARPA Funding is subject to control of the U.S. Department of the Treasury and may be withdrawn, encumbered, or removed or otherwise made unavailable, whether earned or promised. This Parties agree that this Agreement is not a commitment of future appropriations.
- E. At no time will any part or dollar of funding from the County to FDOH, no matter the funding source, be used for or deposited into a pension fund, service debt, replenishing financial reserves, lobbying, satisfaction of settlements or judgments or consent decree or judicially confirmed debt or a non-Federal match, where prohibited. No part of the ARPA funding disbursed to FDOH, by way of this Agreement, shall be used for a task or project that conflicts with or contravenes the purpose of the ARPA rules, guidance, and statutes, and may not be used in violation of the award terms and conditions or conflict of interest requirements under the federal uniform guidance, as amended.

5. **ARPA Funding, Payments.** Payment made under this Agreement shall be on a reimbursement basis. In order to obtain reimbursement payments, FDOH will submit quarterly requests for payments in writing to the County and such will be in a manner consistent with this Agreement. The request for payments will be submitted at the same time as submittal of the *Required Reports* by FDOH referenced in Exhibit 1, attached. The County may require FDOH to provided additional supporting documentation with the request for payment and be subject to performance monitoring. Subject to receipt by County of such ARPA Funding and the proper supporting documentation from FDOH to the County with each request, payment by the County of ARPA Funding to FDOH shall be made within thirty (30) days after FDOH submits requests for payment to the County. The County may deny a request for funding, in whole or in part, if the County determines that an expenditure if not eligible under the terms of this Agreement. FDOH

is liable for re-payment to the County of any ARPA funds provided to FDOH if any representation or supporting documentation is found by the County to be ineligible or not in compliance with the terms of this Agreement.

6. Performance Monitoring. The Parties agree that during the term of this Agreement, authorized employees of the County will coordinate and inquire with FDOH and its Administrator for the purpose of monitoring or inspecting that (i) the Services are being provided or completed, (ii) the status of the CHW program goal(s), or (iii) the purpose of this Agreement is being met. As stated in the Scope of Services, FDOH will submit reports and will give the Board an oral presentation on a date mutually agreed upon.

7. Assurances and Termination.

- A. *Termination for Default:* If FDOH fails (1) to employ or retain an Administrator for the CHW Program, (2) to operate the CHW Program, or (3) to provide the Services, as defined in this Agreement, as may be modified, - for a period equaling or exceeding six (6) continuous months, the provisions in this subsection will apply and FDOH will be placed in default. For purposes of this subsection, whether FDOH “ceases to operate” the CHW Program will not be determined according to any discretion of FDOH, but rather will be determined by the Board based on available records, inquires, or other general research. If FDOH is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County will provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County may terminate this Agreement for cause. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. *Termination for Convenience:* This Agreement may be terminated upon the written agreement of both Parties. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given.
- C. *Termination for Unavailability of ARPA Funding:* If the ARPA Funding referenced in this Agreement become unavailable, in whole in part, as determined by the County, County may terminate this Agreement upon written notice to FDOH. The County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination.

8. Audits and Accountability. FDOH hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to this

Agreement, including those specifically required by the Federal or State granting agency. FDOH will follow accounting standards and costs principles. In addition to the provisions of this Agreement, FDOH shall assist the County with reporting, whether interim, quarterly, or annual, as required by any government agency related or due to the funding referenced in this Agreement. The Parties acknowledge that as recipients of federal funding, the County and FDOH may be subject to a federal single audit and its related requirements. All records and accounts related to this Agreement must be retained for and be subject to, inspection, review, or audit by the County. Such review shall be during the regular working hours, following reasonable written notice. It is the responsibility of FDOH, or its successor, to retain the records related to the CHW and this Agreement for the applicable time required by ARPA rules and guidance, SLFRF program, the U.S. Department of the Treasury, the Florida Department of State, and any record requirements provided under federal rules and regulations; in any event, retain no less than five (5) years from funds specified in this Agreement been expended or returned.

9. Indemnification. The County, as political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its own negligent acts or omission which in any way relate to or arise out of this Agreement. FDOH as an agency of the State, agrees to be fully responsible for its negligent acts or omission which in any way relate to or arise out of this Agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be used by third parties in any matter arising out of this Agreement or as a waiver of sovereign immunity by any part to which sovereign immunity applies.

10. Federal Certifications. FDOH will comply with all federal, state, and local laws and all requirements published in the guidance and final rules regarding the usage of funds appropriated under the ARPA. The Parties acknowledge that recipients of federal funding are required to meet legal requirements relating to nondiscrimination. These requirements include but are not limited to: Title VI of the Civil Rights Act as amended, Title VIII of the Civil Rights Act of 1968 as amended, and the Department's implementing regulations 31 CFR part 22, Section 504(b), Section 504 of the Rehabilitation Act of 1973, Title IC of the Education Amendments of 1972, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Equal Employment Opportunity, and the Department's implementing regulations. The Parties acknowledge that other applicable laws and regulations, outside of the SLFRF or ARPA program requirements, may also apply, whether or not such law or regulation is expressly provided herein.

11. Standard Clauses.

- A. Laws & Regulations. Each Party will comply with all federal, state, and local laws, ordinance, regulations, rules, and code requirements. This Agreement is governed by the laws of the State of Florida and venue for any and all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.
- B. Amendment. Unless otherwise stated herein, the Parties agree that no modification, amendment, or alteration of the terms, conditions, and provisions of this Agreement are effective unless contained in a written document executed by both the Parties.

- C. Assignment. No Party shall assign this Agreement. The Parties each bind their respective successors, assigns, heirs, and representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- D. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.
- E. Independent Contractor. It is understood and agreed that nothing herein contained in this Agreement is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the Parties hereto. Each Party remains an independent contractor.
- F. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, FDOH warrants that FDOH has not employed or retained any company or person, other than a bona fide employee working solely for the FDOH to solicit or secure this Agreement and that FDOH has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for FDOH any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- G. Conflict of Interest. FDOH warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement.
- H. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems, epidemic, and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.
- I. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- J. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions.
- K. Construction. This Agreement shall not be construed more strictly against one party

than against the other Parties merely due to fact that it may have been prepared by one of the Parties.

- L. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- M. **Notice.** Except as otherwise provided in this Agreement any notice, including notice of default or termination, from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by registered or certified mail, return receipt requested, or by overnight express delivery service to the addresses below. Additional copy of the notice is requested via electronic mail to the additional following addresses listed for the Parties. Notices sent by mail will be deemed delivered five (5) business days after mailing. Notices sent by overnight express delivery service will be deemed delivered on the business day after deposit with the service. Each Party may change its mailing address by giving the other Party written notice of election to change the address.

To FDOH:

Florida Department of Health, Alachua County
224 SE 24th Street
Gainesville, FL 32641

To County:

Alachua County, Florida
Attn: Alachua County Manager
12 SE 1st Street
P.O. Box 2877
Gainesville, Florida 32602

cc (via e-mail):

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Florida Department of Health, through its duly authorized representative, and by Alachua County, through the Chair of the Board of County Commissioners, who is authorized to sign.

ALACHUA COUNTY, FLORIDA

By:  _____

Anna Prizzia, Chair
Board of County Commissioners

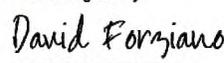
Date: Apr 18, 2023

ATTEST:



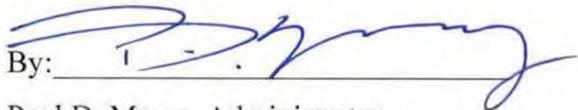
J.K. "Jess" Irby, Esq., Clerk

Approved as to form:

DocuSigned by:

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Alachua County Attorney's Office

**FLORIDA DEPARTMENT OF HEALTH
ALACHUA COUNTY**

By:  _____

Paul D. Myers, Administrator

Date: 3/27/23

Exhibit 1: Scope of Services

Community Health Worker Program - Administrator

The Florida Department of Health (FDOH) will employ one full time, 40 hour per week Community Health Worker (CHW) Program Administrator in or for Alachua County, Florida. The Administrator is responsible to maintain current information on a resource/referral platform including identifying organizations and providers to participate, communicate between agencies and the provider network, as well as social workers, discharge planners, and case managers.

In addition, the Administrator will provide the following services:

1. Provide support and guidance to all Community Health Workers employed under the project, on at least a monthly basis by meeting collectively, and in partnership with the mentors to discuss experiences and challenges, problem solve any issues, assist with certifications and CEUs, coordinate language assistance needs and dental supply distribution.
2. Research and apply for grants to maintain the long-term sustainability of the project.
3. Work with other City of Gainesville and Alachua County programs that address health and health-related barriers. Participate in the Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) process.
4. Attend related community meetings, including but not limited to the Health Care Advisory Board, Safety Net, and Neighborhood Associations.
5. Design and implement data collection and reporting systems related to the CHW Program.
6. The Program Administrator and/or other FDOH staff will make an annual oral presentation at a scheduled meeting of the Board of County Commissioners at a date mutually agreed upon. The presentation shall be based on the projects ability to meet the objectives and service levels of the program.

Required Reports

FDOH will submit reports and other information to the County to evaluate the Program deliverables including, but not limited to following, submitted quarterly:

CHW data

- # of unduplicated clients seen by the community health workers
- # of unduplicated clients communicated with
- Demographic and geographic data of those served
- Aggregate report of the types and quantities of service provided

- # of referrals made to local agencies and a listing of agencies referred to including type of service needed
- # of WIOA and non-WIOA CHW candidates recruited, accepted and not accepted, trained, placed, and certified through the program – each indicator measured separately (dependent upon receipt of data from primary partners)
- Report key demographic and geographic data of CHW candidates recruited, accepted and not accepted, trained, placed, and certified through the program (dependent upon receipt of data from primary partners)
- Pre/post engagement survey results
- Assist employers by completing the OJT and wage reimbursement contracts with recruited agencies and send to the designated Community Health Worker recruitment and training agency for final processing
- Communicate regularly with designated Community Health Worker recruitment and training agency regarding the program

In addition to the compilation, analysis, and report development of the received program data, the Program Administrator will also manage the following components CCHW program:

- Send data as requested to parties involved in CCHW Program
- Monitor progress of CHWs regarding requirements for certification
- Assist CHWs with certification application and process
- Record the progress of each CHWs certification process

Referral Platform data

- # of agencies enrolled in the resource/referral platform
- # of agencies removed from the resource/referral platform
- # of agencies updated on resource/referral platform
- # of attempts and methods to inform community of resource platform

Item #22, 23-0601, 04112023c

Final Audit Report

2023-04-18

Created:	2023-04-13
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnOM_OEV9T0TKvhUo06REwXo35TNV5zn4

"Item #22, 23-0601, 04112023c" History

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2023-04-13 - 6:48:13 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature
2023-04-13 - 6:49:12 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us
2023-04-18 - 7:09:24 PM GMT- IP address: 128.227.181.88
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-04-18 - 7:09:49 PM GMT- IP address: 128.227.181.88
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)
Signature Date: 2023-04-18 - 7:09:51 PM GMT - Time Source: server- IP address: 128.227.181.88
-  Document emailed to jki@alachuaclerk.org for signature
2023-04-18 - 7:09:54 PM GMT
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2023-04-18 - 8:29:40 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-04-18 - 8:29:59 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-04-18 - 8:30:01 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-04-18 - 8:30:01 PM GMT

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