

HUMAN SERVICES OAYI GRANT FUNDING AGREEMENT
THIRD AMENDMENT
Legistar #23-0712D

THIS THIRD AMENDMENT, effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES.**, a Florida public university, whose address is 4019 E. Fowler Avenue Suite 100, Tampa, FL 33617-2008, hereinafter called the "**AGENCY**." The Parties hereby amend and restate the Human Services Funding Agreement (Agreement) between the **COUNTY** and **AGENCY** dated August 13, 2020, amended October 18, 2021, and amended and renewed December 1, 2022, as follows:

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local services that support child welfare within Pinellas County; and

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the U.S. Department of Justice, hereinafter referred to as the grantor, under the 2019 Opioid Affected Youth Initiative grant program, hereinafter referred to as "the grant"; and

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

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.74, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

WHEREAS, the **COUNTY** has determined the **AGENCY** receiving funds under this federal program is a subrecipient; and

WHEREAS, the **COUNTY** and the grant partners applied for and were awarded a no cost extension from the grantor on July 11, 2022, and where the **COUNTY** and grant partners have

applied and been awarded a second no-cost extension on September 19, 2023; and

WHEREAS, the **AGENCY** is a Florida public research university with a mission of service, research and education; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a provider of Child-Parent Psychotherapy services in the County.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.
2. Section 2, “Term of Agreement” is hereby amended to read as follows:
 - a. The services of the **AGENCY** shall commence on August 13, 2020, and the agreement shall expire on June 30, 2024. This Agreement may be extended based on the expiration of the initial term, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.
3. Section 3, “Compensation”, paragraph (a) is hereby amended to read as follows:
 - a. The **COUNTY** agrees to pay the **AGENCY** a total amount not to exceed **TWO HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$268,600.00)** from August 13, 2020, through June 30, 2024, for the services described in Section 1 of this Agreement. Services in Section 1(a) shall be reimbursed at an established rate of \$45.00 for any one (1) of the following services:
 - i. two (2) clinical hours,
 - ii. one (1) court team meeting,
 - iii. one (1) hour of transportation, or

- iv. one (1) hour of supervision.
 - b. Salaries and fringe for staff under Section 1(b) shall be reimbursed on a quarterly basis as indicated herein and upon provision of timecards, paystubs, or similar and documentation of time and effort allocated to this grant program.
 - c. The rate established under this Agreement may be adjusted from time to time by mutual written agreement of the parties without the need to further amend this Agreement, as allowable by the Grantor.
- 4. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 
Barry A. Burton

Date: January 9, 2024, ~~XXXX~~

UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES

By: Stephanie Rios
Stephanie Rios, Interim Director of Sponsored Research

Digitally signed by
Stephanie Rios
Date: 2023.10.30
09:46:40 -04'00'

Date: 10/30/2023

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Timothy C. Mays, Jr.
USF ATTORNEY