

## AGREEMENT

23-1001-RFP

Certified Recovery Peer Specialists and Substance Use Case Managers- Pinellas Medication Assisted Treatment and Emergency Referrals to Services (Matters)

This Agreement (the "Agreement" or "Contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Operation PAR Inc. whose primary address is 6655 66th Street North (hereinafter "CONTRACTOR") (jointly, the "Parties").

***NOW THEREFORE, the Parties agree as follows:***

### A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation – **Special Terms & Conditions Section 4** attached as Exhibit C.
  - d. Solicitation **Insurance Requirements Section 5** attached as Exhibit D.
  - e. Statement of Work, attached as Exhibit E.
  - f. Pricing Proposal attached as Exhibit F
  - g. Budget Modification Form attached as Exhibit G
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

### B. Term

1. The initial term of this Agreement runs from the Effective Date until September 30, 2027 ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for one (1), additional twenty-four (24) month term, or such other renewal terms agreed to by the Parties.

- 2. Services provided by the CONTRACTOR beginning August 1, 2024, shall be reimbursable under this agreement.

**C. Expenditures Cap**

- 1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. COUNTY expenditures under the Agreement will not exceed \$4,208,492.60 for the Contract term without a written amendment to this Agreement.

- D. Modifications – The following provisions of the Pinellas County Standard Terms and Conditions are amended as follows. Except as expressly provided in this Section, the terms of the documents composing the Agreement remain in full force and effect.

- A. Exhibit A Payment/Invoices is removed in its entirety.

**E. Entire Agreement**

- 1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the State of Florida:

*Kathleen Peters*

Signature

ATTEST: KEN BURKE, CLERK

By: *[Signature]*

Kathleen Peters

Printed Name



Contractor:

*Jim Miller*

Signature

Jim Miller

Printed Name

Chair

Printed Title

CEO

Printed Title

September 5, 2024.

Date

08/05/2024

Date

APPROVED AS TO FORM

By: *Amanda S. Coffey*  
Office of the County Attorney

## Exhibit C – 4.0 Special Terms & Conditions

### 4.1. INTENT

It is the intent of Pinellas County to establish Agreements with one or more providers for Certified Recovery Peer Specialists and Substance Use Case Managers- Pinellas Medication Assisted Treatment and Emergency Referrals to Services (Matters) to be ordered, as and when required.

### 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

### 4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. .

### 4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent for one (1) additional twenty-four (24) month period(s) beyond the primary contract period.

### 4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

#### 4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

#### 4.7. SERVICES

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

1. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications. The County will provide 45 days' notice of a change to hospital location or as soon as the County becomes aware of the need for a change.

#### 4.8. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

#### 4.9. INVOICES

- A. All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, that includes an accounting of the number of units requested for reimbursement consistent with Exhibit F and signed by an authorized Contractor representative. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

Each invoice must include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown below, as applicable.

**INVOICE INFORMATION:**

**CONTRACTOR Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To** Billing address to which you are requesting payment be sent

**Invoice Date** Creation date of the invoice

**Invoice Number** Company tracking number

**Shipping Address** Address where goods and/or services were delivered

**Ordering Department** Name of ordering department, including name and phone number of contact person

**PO Number\*** Standard purchase order number (if applicable)

**Ship Date** Date the goods/services were sent/provided

**Quantity** Quantity of goods or services billed

**Description** Description of services or goods delivered

**Unit Price** Unit price for the quantity of goods/services delivered

**Line Total** Amount due by line item

**Invoice Total** Sum of all of the line totals for the invoice

- B. CONTRACTOR shall track program income generated from services provided under this Agreement and provide a report on program income to the COUNTY with each invoice submission. The CONTRACTOR shall reinvest the program income into the program as approved by the COUNTY and/or deduct the program income from reimbursement requests. The CONTRACTOR shall provide the COUNTY with program income policy and fee schedules, as applicable.

**4.10. MONITORING & AUDIT**

- A. CONTRACTOR will comply with COUNTY and departmental policies and procedures.
- B. CONTRACTOR will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.

- C. CONTRACTOR will submit other reports and information in such formats and at such times as may be prescribed by the COUNTY.
- D. CONTRACTOR shall 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 within ten (10) days of the CONTRACTOR's receipt of the monitoring report.
- E. If the CONTRACTOR receives licensing and accreditation reviews, each review shall be submitted to the COUNTY within ten (10) days of receipt by the CONTRACTOR.
- 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 may be requested by the COUNTY. If approved by the COUNTY, the COUNTY will accept a report from another monitoring agency in lieu of reports customarily required by the COUNTY.

#### 4.11. HIPAA

- A. CONTRACTOR understands and agrees that the COUNTY, through its Human Services Department is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.
- B. CONTRACTOR is a HIPAA Covered Entity in addition to serving as a Business Associate of the COUNTY, and 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 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the CONTRACTOR shall disclose any policies, rules or regulations enforcing these provisions upon request.
- C. CONTRACTOR agrees to sign a Business Associate Agreement and shall develop Data Sharing Agreements and/or Business Associate Agreements with partnering healthcare providers, as necessary, to facilitate the exchange of health information and coordinate client care.
- D. CONTRACTOR shall ensure that clients complete releases of information (ROI) upon client admission and no less than annually to facilitate care coordination. CONTRACTOR shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

#### 4.12 BUDGET AND OPERATIONAL MODIFICATION

- A. In addition to applicable federal, state, and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the 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 underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**, which is attached hereto and incorporated herein as Exhibit G.

#### 4.13 CARE ABOUT ME (CAM)-COORDINATED ACCESS MODEL

A. As a condition of receipt of a funding award from the COUNTY, the CONTRACTOR agrees to actively participate in the CAM, including the following:

1. List behavioral health program information in the CAM database.
2. Execute any necessary participation or data-sharing agreements for CAM operation,
3. Provide the CAM Administrator with regular program updates to ensure current information is available regarding eligibility criteria, capacity, and service availability. This will include participation in real-time or live scheduling, when available from the CAM Administrator, and accepting referrals from the CAM for clients eligible for program services, contingent upon program capacity
4. Participate in regular meetings as requested by the CAM Administrator.

#### 4.14 EMERGENCY, DISASTER, OR CRITICAL EVENT RESPONSE

A. Community partners are critical to effective community response in a disaster. CONTRACTOR 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.

B. CONTRACTOR will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the COUNTY, including staffing plans where necessary and appropriate.

## Exhibit D-5. Insurance Requirements

### 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

### 5.2. INSURANCE (Requirements)

1. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
2. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
3. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
4. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas



County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.

1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
5. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
    2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
    3. Provide that County will be an additional indemnified party of the subcontract;
    4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
    5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
    6. Assign all warranties directly to the County; and

7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
6. Each insurance policy and/or certificate shall include the following terms and/or conditions:
  1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
  3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

### 5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

1. Limits
  1. Employers' Liability Limits Florida Statutory
    1. Per Employee \$ 500,000

2. Per Employee Disease \$ 500,000
3. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

#### 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No Sexual Abuse or Molestation Exclusions allowed.

##### 1. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

#### 5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

##### 1. Limits

1. Each Occurrence \$ 1,000,000
2. General Aggregate \$ 1,000,000

2. For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

## 5.6. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

## Exhibit E- Statement of Work

### PROGRAM DESCRIPTION

Contractor:	Operation PAR, Inc.
Program Name:	Pinellas Matters
Priority Area:	Behavioral Health Substance Use Services
Agreement Timeline:	For the duration of the Agreement.
Target Population:	Individuals with substance use disorders at the point of care in the Emergency department (ED) following opioid overdose or incidence of other substance use related health concerns.
Type of Intervention:	Recovery Support services in the ED. Provide Recovery Peer Specialist Specialist (RPS) and Substance Use Case Managers to co-locate in Hospital ED to assist with identification, engagement, and support of Individuals in accessing substance use treatment services both in the ED and upon discharge.

## I. Background

In 2022, Pinellas County initiated a pilot program entitled Pinellas Matters. Modeled after the Buffalo MATTERS and New York MATTERS programs, which are community-focused approaches to enhance use of Medication for Addiction Treatment & Electronic Referrals (MATTERS), the pilot leveraged a local hospital-based program to identify and engage individuals into substance use treatment services at the point of care in the emergency department.

This agreement funds recovery support services for Recovery Peer Specialist (RPS) and Substance Use Case Managers to co-locate in local hospital emergency departments (ED) to assist with identification, engagement, and support of individuals in accessing substance use treatment services both in the ED and at discharge to enhance follow-up to treatment post-discharge. Certified Recovery Peer Specialists (CRPS) are preferred.

- EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES
  - o Expand services such as peer navigators, and on-call teams to begin MAT in hospital emergency departments
  - o Expand warm hand-off services to transition to recovery services
- MEDICATION ASSISTED TREATMENT “MAT” DISTRIBUTION AND OTHER OPIOID RELATED TREATMENT
  - o Increase distribution of MAT to non-Medicaid eligible or uninsured individuals
  - o Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders

## II. Objectives

- A. The COUNTY seeks to contract with one or more providers of recovery support services for Recovery Peer Specialists (RPS) and Substance Use Case Managers to co-locate in local hospital emergency departments (ED) to assist with identification, engagement, and support of individuals in accessing substance use treatment services both in the ED and upon discharge. Certified Recovery Peer Specialist (CRPS) are preferred.
- B. It is the intent of the COUNTY to expand hospital coverage incrementally utilizing a pool of available RPS and Case Manager contractors to be assigned, as needed, to new points of service.
- C. Key program objectives and strategies include:
  1. Utilizing evidence-based clinical pathways
  2. Ensuring pathways provide rapid (same day), efficient, and effective care in response to patient needs.
  3. Ensuring pathways will be consistently accessible in the emergency department at the end of first 12 months.

4. Working towards creating a hospital culture that is welcoming and does not stigmatize individuals with substance use conditions.
  5. Facilitating engaged and empathetic human interactions that build trust between emergency department treatment providers and patients to showcase how successful substance use disorder treatment can be when provided.
  6. Providing outreach and education materials to patients who use drugs in order to increase access to care, equity, and use of harm reduction practices.
- D. The COUNTY will evaluate the Pinellas Matters Program through collection of RPS, Case Manager, hospital and treatment provider data that will provide timely insight on implementation activities and program effectiveness. Data collection will begin with the hospital onboarding process and capture the number of physicians trained, the number of individuals initiating substance use treatment in the ED, and the return to the ED by the patient during the period. Information gleaned from the program will allow Pinellas to define long-term program strategies that could allow for competitively procured expansion in additional hospital locations.
- E. The Pinellas County Matters Program will seek engagement of individuals at the point of care in the emergency department (ED) immediately following an opioid overdose or incidence of other substance use related health concerns. The goal is to initiate substance use treatment in the ED and improve follow-up to care using a recovery-oriented engagement strategy.

### III. Services and Administration

#### A. Program Staff and Services

1. CONTRACTOR will provide RPS and Case Manager Full-Time Equivalent (FTE)s at the request of the COUNTY to perform on-site engagement of substance use disorder (SUD) clients as part of Pinellas Matters at a designated Pinellas County hospital to ensure engagement, support, and follow-up connection to treatment and MAT services.
2. CONTRACTOR will provide RPS and Case Manager FTE's as COUNTY expands hospital coverage utilizing a pool of available RPS and Case Manager contractors to be assigned, as needed, to new points of service.
3. The contractor will accept the request for additional FTEs within five (5) days and will begin providing services within ninety (90) days.
4. CONTRACTOR will ensure that RPS and Case Managers pass a Level II Background assessment upon hire.
5. RPS must hold at minimum a high school diploma or equivalent and have lived experience and maintained stability for at least three (3) years. CRPS designation (preferred) or ability to obtain certification within nine (9) months of hire. CONTRACTOR may request a waiver of these minimum requirements to the COUNTY in writing and COUNTY may approve waiver request at their discretion to meet the needs of the program.

6. Case Managers may have a bachelor's degree in related field or combination of education and experience and extensive knowledge and experience in identification, engagement, and support of individuals in accessing substance use treatment services.

7. Recovery Peer Specialist (RPS) and Substance Use Case Manager Services:

- a. RPS and Case Managers will primarily co-locate in the ED, with site-based community services provided as needed.
- b. RPS and Case Managers shall utilize relevant lived experiences and motivational interviewing techniques with eligible individuals presenting in the ED to improve an individual's understanding and decision-making regarding their participation in substance use treatment, including medication assisted treatment (MAT), as appropriate.
- c. RPS and Case Managers will ensure a standardized release of information (ROI) is obtained for each client engaging in Pinellas Matters to optimize connection to services and to support program effectiveness.
- d. RPS and Case Managers shall utilize existing clinical pathways in the community for SUD clients to enter treatment and supportive services when exiting the ED.
- e. RPS and Case Managers will coordinate and track client connections and shall assist clients as they navigate to ongoing substance use treatment and supportive community services upon discharge and post discharge. Linkages should include those to ongoing primary care, such as the Pinellas County Health Program, Veteran's Administration, Social Security Disability, etc., and HIV/Hepatitis/infectious disease treatment, as indicated.
- f. RPS and Case Managers will support the treatment plan and providers most appropriate for each client's needs without preference to CONTRACTOR's own status as or financial relationships with treatment providers.
- g. RPS and Case Managers may coordinate the use of tablets or telehealth nodes in the ED to allow for effective coordination of clients to treatment and to maximize the availability of RPS and Case Manager during peak capacity periods while providing coverage during low demand days/times, including attending virtual telehealth appointments at the request of the individual.
- h. RPS and Case Managers shall participate in weekly Pinellas Matters calls with the Human Services Program Manager, hospital social work team(s), and the community-based MAT treatment provider to discuss challenges, successes, and advocate on behalf of client- or program-specific needs. Additional calls may be defined as determined to be needed by the COUNTY.

B. Program Administration

1. CONTRACTOR shall provide administrative support to the Pinellas Matters program and the RPS and Case Managers, including computers, cell phones, supervisory support, and associated operational support. Wi-Fi and cellular capable devices may be required. COUNTY will employ a Pinellas Matters Program Manager to oversee the program and CONTRACTOR staff.
2. CONTRACTOR shall provide comprehensive administrative/human resource support for all activities associated with the hiring and credentialing of RPS and Case Manager personnel including any/all activities associated with State-required background checks of RPS and Case Manager applicants, any applicable certification application documents, and any/all associated



application fees and/or training costs to ensure timely application, hiring, and credentialing procedures for the program.

3. CONTRACTOR shall develop communication processes to ensure program partners remain informed on operations and challenges of program.
4. CONTRACTOR agrees to record case information in a standardized format on referred individuals for record keeping, connections to supportive services, and follow-up for treatment.
5. CONTRACTOR shall report client-level data to the funder, Pinellas County, for ongoing program evaluation and coordination.
6. CONTRACTOR shall participate in evaluation activities to demonstrate the return on investment and effective intervention strategies.
7. CONTRACTOR 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and Confidentiality of Substance Use Disorder Treatment Records, 42 C.F.R. Part 2, and shall disclose any policies, rules or regulations enforcing these provisions upon request.
8. CONTRACTOR understands and agrees to the disclosure of client-level information to the COUNTY for the purposes of coordinating care and quality assurance of contracted health services.

#### IV. Deliverables

##### A. Meetings

1. Organization leadership may be asked to participate in up to six (6) contract or coordination meetings annually.
2. RPS and Case Managers are required to attend client staffing meetings no less than weekly, and contract/programmatic meetings approximately once per month.

##### B. Reporting and Performance Measures

1. Project metrics will be monitored in real time by both support staff and the project manager once the program is actively enrolling patients to ensure success in meeting project objectives. Key metrics tracked shall include but not be limited to:
  - a. Hospital Location
  - b. Day & Hours of RPS and Case Manager Service
  - c. Screened Date of each Patient
  - d. Substance of Choice for Patient
  - e. Patient Info (Patient Name, Contact Info (phone/address), DOB)
  - f. Prevention Education Provided (Y/N)

- g. Harm Reduction Strategies Discussed (Y/N)
  - h. Referral to SUD Treatment Completed (Y/N)
  - i. Date/Time/Provider Agency of SUD Treatment Appointment
  - j. Referral to other services provided (Y/N)
  - k. RPS or Case Manager entered note in Hospital EHR (Y/N)
  - l. Confirmation of SUD Treatment Appointment Attendance
  - m. If Naloxone was not received by patient at hospital, why?
  - n. Patient Stage of Change for seeking SUD Treatment
2. In addition to the above, CONTRACTOR is required to submit program data reports to the Contract Manager within 15 days of the end of the month. Program reports shall include the performance metrics enumerated in this section and be consistent with a Logic Model created in collaboration with the CONTRACTOR and approved by the COUNTY.
3. The COUNTY reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. Where no activity has occurred within the preceding period, the CONTRACTOR shall provide a written explanation for non-activity during the quarter, and no payments will be due and/or reimbursed. The report formats shall be prescribed and provided by the COUNTY.

### Exhibit F— Pricing Proposal

Line Item	Description	Defined Quantity	Unit of Measure	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3
1	<p>Substance Use Case Manager and/or Recovery Peer Specialist (RPS)- All-inclusive, monthly rate for one (1) full-time equivalent (FTE) Substance Use Case Manager and/or Recovery Peer Specialist* at a minimum of \$19.23/hr. in Year 1, with an increase in Years 2 and 3 to meet market demands. This rate includes 24% fringe benefits, local travel, cell phone, data evaluation support costs, professional liability insurance, and an administrative rate of 15%</p> <p>*Non-certified RPS may be paid a minimum of \$18.00/hr., which increases to \$19.23/hr. after Certified Recovery Peer Specialist (CRPS) designation.</p> <p>**Staff that are not employed the full month should be billed by prorating actual days worked.</p>	1	1 monthly rate (all-inclusive)	\$6,313.75	\$6,623.50	\$6,959.33
2	Each Staff Equipment and Supplies- This line item includes costs for a laptop of \$1,000 FTEs and office supplies of \$500 in Year 1 with an increase in Years 2 and 3 per FTE for each new position	1	Rate per new position request	\$1,500.00	\$1,600.00	\$1,700.00
3	<p>PARBOT—A Telehealth device that connects directly to Operation PAR—This line item includes the cost of PARBOT, \$1,500, and a PARBOT subscription, \$6,000 in Year 1, with an increase in Years 2 and 3 per new hospital request.</p> <p>Utilization of PARBOT and subscription requires prior written approval by COUNTY and consent of the hospitals.</p>	1	1 per new hospital request with County approval	\$7,500.00	\$7,780.00	\$8,065.00

4	<p>Supplemental Clinical Supervision All-inclusive, monthly rate for one (1) full-time equivalent (FTE) Clinical Supervisor at a minimum of \$28.85/hr. in Year 1 with an increase in Years 2 and 3 to meet market demands. This rate includes 24% fringe benefits, professional liability insurance, and an administrative rate of 15%.</p> <p>*Staff that are not employed the full month should be billed by prorating actual days worked.</p>	1	1 monthly rate (all-inclusive)	\$7,245.00	\$7,616.33	\$8,019.25
5	<p>Contingency Cost- Outside Cost for services not included in the inclusive rate that may be required due to unexpected conditions or events. Contingency costs are not guaranteed as part of the contract, must be properly authorized by the County before performed, and may not exceed 10% of the total cost of the contract.</p>	1	1 not to exceed 10% of total	\$382,590.24		

Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement, or otherwise amend the terms of this Agreement shall be submitted in the format prescribed in Exhibit G, Agreement Modification Request.



**Exhibit G – Budget Modification Form  
 Agreement Modification Request  
 Human Services and Justice Coordination**  
*For budget reallocation or minor agreement  
 language modifications.*

<b>Authorized Official:</b>	<b>Date of Request:</b>
<b>Agency Name:</b>	<b>Effective Date:</b>
<b>Program Name: Diversion</b>	<b>Modification Number:</b>

**A. REQUESTED MODIFICATION:** Why is this change needed, and what will be impacted by this change (staff, supplies, operations)? Please reference the appropriate agreement section.

**B. BUDGET MODIFICATION:** Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

Program Budget Category:	Original Contract Amount:	Amount Modified – Increase & Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
<b>Contract Total:</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

<b>Agency Authorized Signature:</b>	
<b>Name &amp; Title:</b>	
<b>PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY</b>	
<b>PROJECT MANAGER</b> (certifies this modification is appropriate and necessary to support the needs of the program)	
<b>GRANT/CONTRACT MANAGER</b> (certifies this modification is allowable and consistent with the contracted scope and remaining budget)	
<b>CONTRACTS DIVISION DIRECTOR</b> (certifies appropriate use of modification form)	
<b>HUMAN SERVICES DEPARTMENT DIRECTOR</b> (authorizing signatory)	