

HUMAN SERVICES FUNDING AGREEMENT
Second Amendment

THIS AGREEMENT (Agreement), effective retroactive to September 1, 2018, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **OPERATION PAR, INC.**, a non-profit Florida corporation, whose address is 6655 66th Street North, Pinellas Park, FL 33781, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide local community mental health and substance use disorder services within Pinellas County; and

WHEREAS, the **COUNTY** is committed to enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **COUNTY** has applied for and received grant funding from the Health Resources and Services Administration (HRSA) under the Substance Abuse Service Expansion (SASE) grant award; and

WHEREAS, the **COUNTY** has applied for and received additional grant funding from HRSA under the Access Increases in Mental Health and Substance Abuse Services (AIMS) supplemental grant award; and

WHEREAS, the **COUNTY** has applied for and received additional grant funding from HRSA under the 2018 Expanding Access to Quality Substance Use Disorder and Mental Health Services (SUD-MH) grant award; and

WHEREAS, the **AGENCY** will comply with Uniform Guidance established under 45 CFR 75 for Human Services grant awards; and

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WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a licensed, non-profit provider of Medication Assisted Treatment (hereinafter “MAT”) for substance use disorder services in the County; and

WHEREAS, **COUNTY** recognizes that Baycare Behavioral Health, Inc., is an integral partner in referring individuals from St. Anthony’s Hospital to Pinellas County’s Health Care for the Homeless Program; and

WHEREAS, the **COUNTY** has seen 117 clients with three or more Baker Act instances from January 15, 2016 through September 30, 2018; and

WHEREAS, the **COUNTY** has determined a need for a co-occurring intervention team to work with referrals from St. Anthony’s Hospital and for existing high-need Healthcare for Homeless clients;

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

1. Section 1 of the original agreement “Scope of Services” is hereby amended and restated as follows:
 - a. Through funding provided by the HRSA SASE grant award, **AGENCY** shall provide one (1) full-time Bachelor's Level Certified Addiction Professional (CAP) to coordinate with the County's Health Care for the Homeless Program (HCH) and facilitate the integration of primary care and behavioral health care for referrals made in consultation with the program Medical Director. **AGENCY** will ensure that approximately forty (40) clients will be given access to MAT for opioid use and other substance use disorders per year. Additionally, the CAP will be available through electronic methods (eServices) as necessary to meet the needs of these forty (40) clients.

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- b. Through funding provided by the HRSA AIMS supplemental grant award, **AGENCY** shall provide for one (1) full-time licensed independent practitioner, other licensed or certified practitioner to engage HCH clients with group therapy, substance use disorder counseling, and co-occurring counseling. This additional staffing shall result in increased capacity to provide substance use services and evidence-based therapeutic practices for clients.
- c. To address the opioid addiction crisis more broadly, the **COUNTY** shall provide funding to expand MAT services to clients participating in the Pinellas County Health Program (PCHP). The **AGENCY** shall ensure that approximately forty (40) PCHP clients will be given access to MAT services for opioid use and other substance use disorders per year. Additionally, the clients will have access to electronic methods (eServices) to meet their needs, as necessary.
- d. Through funding provided by the HRSA SUD-MH supplemental grant award, **AGENCY** shall provide one (1) full-time counselor and one (1) full-time care coordinator to be located at St. Anthony's Hospital. This staff will identify HCH clients and/or HCH eligible individuals being treated at St. Anthony's Hospital and provide appropriate education, referrals, and connections to further treatment options. **AGENCY** shall perform outreach following discharge from St. Anthony's Hospital to encourage engagement in referred services. **AGENCY** shall enroll twenty-eight (28) HCH clients in MAT for opioid and other substance use disorders per year.
- e. To further support high-need HCH clients being discharged from the hospital, **AGENCY** shall establish a co-occurring intervention team to coordinate with St

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Anthony's Hospital and BayCare Behavioral Health, Inc., (BayCare) to provide ongoing services and stabilization. The **COUNTY** shall provide **AGENCY** with funding to hire three (3) staff as part of the co-occurring intervention team: one (1) full-time therapist, one (1) full-time nurse, and one (1) full-time team coordinator. The **COUNTY** shall provide funding to **AGENCY** for residential substance abuse treatment, access to psychiatric care, and operational and administrative costs related to HCH client services provided through the co-occurring intervention team. **AGENCY** shall serve approximately 65 high-need HCH clients with mental health interventions annually.

2. Section 2 of the Agreement "Term of Agreement" is amended and restated as follows:
 - a. The term of the services provided in Section 1(a) shall commence retroactively to March 1, 2016, and shall expire on February 28, 2017. Services under Section 1(a) will automatically renew under the same terms and conditions of this Agreement upon extension of grant funding, approval of carry forward funding, or receipt of a new grant award associated with the HRSA SASE grant award, as summarized in Appendix A.
 - b. The term of the services provided in Section 1(b) shall commence retroactively to September 1, 2017, and shall expire on February 28, 2019. Services under Section 1(b) will automatically renew under the same terms and conditions of this Agreement upon extension of grant funding, approval of carry forward funding, or receipt of a new grant award associated with the HRSA AIMS grant award, as summarized in Appendix A.
 - c. The term of the services provided in Section 1(c) shall commence retroactively to

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October 1, 2017, and shall expire September 30, 2020, as summarized in Appendix

A. The respective Parties reserve the right to renew this agreement based on availability of funds in the Human Services' General Fund Budget and satisfactory performance.

d. The term of the services provided in Section 1(d) shall commence retroactively to September 1, 2017, and shall expire on August 31, 2019. Services under Section 1(d) will automatically renew under the same terms and conditions upon extension of grant funding, approval of carry-forward funding, or receipt of a new grant award as associated with the HRSA SUD-MH grant award, as summarized in Appendix

A. Upon approval by HRSA, the SUD-MH award period shall be prorated to coincide with the HRSA program period of March 1, 2019, through February 28, 2020, and shall continue to automatically renew under the same terms and conditions of the this Agreement. Appendix A shall be updated accordingly, without the need to further amend this Agreement.

e. The term of the services provided in Section 1(e) shall commence retroactively to October 1, 2018, and shall expire on September 30, 2020, as summarized in Appendix A The respective Parties reserve the right to renew this agreement based on availability of funds in the Human Services' General Fund Budget and satisfactory performance.

3. Section 3 "Compensation" is hereby amended and restated as follows:

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **THREE HUNDRED TWENTY FIVE THOUSAND AND NO/00 DOLLARS (\$325,000.00)** per term in Section 2(a) for the services in Section 1(a).

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- b. **The COUNTY agrees to pay the AGENCY an amount not to exceed NINETY-NINE THOUSAND TWO HUNDRED EIGHTY TWO AND NO/00 DOLLARS (\$99,282.00)** per term in Section 2(b) for the services in Section 1(b) above. Effective March 1, 2019, this amount will reduce to **EIGHTY TWO THOUSAND AND NO/00 DOLLARS (\$82,000.00)** per term.
- c. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **TWO HUNDRED FOUR THOUSAND and NO/00 DOLLARS (\$204,000.00)** per fiscal year for the services described in Section 1(c) of this Agreement.
- d. For the services described in Section 1(d) of this Agreement, he **COUNTY** agrees to pay the **AGENCY** as follows:
 - 1. **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/00 DOLLARS (\$175,000.00)** in one-time SUD-MH funding for the first SUD-MH grant year term in Section 2(d).
 - 2. **ONE HUNDRED FORTY THOUSAND SEVEN HUNDRED FIFTY AND NO/00 DOLLARS (\$140,750.00)** in recurring SUD-MH funding per SUD-MH grant year term in Section 2(d);
- e. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **TWO HUNDRED SEVENTY THOUSAND and NO/00 DOLLARS (\$270,000.00)** per fiscal year, for the services as is described in Section 1(e) of this Agreement.
- f. All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **AGENCY** representative, and accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs

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which verify the services for which reimbursement is sought, where applicable and as necessary to meet HRSA requirements.

- g. Invoices shall be sent electronically to the Contract Manager on a monthly basis within forty-five (45) days of the end of the month. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** will not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.
- h. The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation by the Finance Division by the Clerk of the Circuit Court. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.
- i. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments shall be withheld by the **COUNTY**.
- j. Any grant funds officially approved under any of the aforementioned grants by the U.S. Department of Health and Human Services HRSA as carry forward funds may be incorporated for expenditure in the corresponding grant year upon written confirmation by Human Services without the need to further amend this Agreement.

4. Section 7 "Monitoring" is amended to add the following:

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g **COUNTY** and **AGENCY** shall hold monthly meetings to discuss programmatic activity, data outcomes, care coordination, barriers, and successes.

5. Section 8 “Federal Grant Requirements” is amended to add the following:

f Programmatic Contacts

i. Pinellas County Health Care for the Homeless Program Project Director is Karen Yatchum, Health Care Administrator Pinellas County Human Services.

ii. **AGENCY** individual responsible for programmatic activity is Dianne Clarke, Chief Executive Officer, Operation PAR, Inc.

g. Updates to this section may be made upon written confirmation by Human Services without the need to further amend this Agreement.

6. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

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

ATTEST:

KEN BURKE
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA, acting by and through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Karen Williams Seel, Chair

Dated: _____, 2019

ATTEST:

OPERATION PAR, INC.

By: Marty Watkins

By: Dianne Clarke
Dianne Clarke, CEO

Date: 1-8, 2019

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney
Assistant County Attorney