

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT
Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program
FIRST AMENDMENT
Legistar #23-0653D

THIS FIRST 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, **OPERATION PAR, INC.**, a non-profit Florida corporation, whose address is 6655 66th Street North, Pinellas Park, FL 33781, hereinafter called the "**AGENCY**." The Parties hereby amend and restate the HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT (Agreement) between the **COUNTY** and **AGENCY** dated February 9, 2021, as follows:

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local community mental health and substance abuse treatment services within Pinellas County; and

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

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the Department of Justice (DOJ), Office of Justice Program (OJP), Bureau of Justice Assistance (BJA), hereinafter referred to as the "Grantor", under the 2020 Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based 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, on July 5, 2023, the **COUNTY** received approval from the Grantor for a no-cost extension of the Grant; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a licensed substance abuse and/or mental health provider 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, “Specific Grant Information” is hereby amended and restated as follows:

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein: Appendix A contains the Grant Application, Appendix B contains the Project Budget, Appendix C contains the Grant Notice of Award, Appendix D contains Grant Funding Conditions. As a requirement for submitting the Grant Application to Grantor, Grantee executed certifications similar to those found in Appendix D.

2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about the Grant be included in this Agreement. Such information, consistent with the accordant subsections under 2 C.F.R. § 200.331(a)(1), follows:

- (i) Subrecipient’s name: **Operation PAR, Inc.**
- (ii) Subrecipient’s Unique Entity Identifier: C13SMME1FRE6
- (iii) Federal Award Identification Number: **2020-AR-BX-0055**
- (iv) Federal Award Date: **10/1/2020**

(v) Subaward Period of Performance Start and End Date: **10/1/2020 to 09/30/2024**

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$1,194,663.00 total**

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$1,822,969.00**

(viii) Total Amount of the Federal Award: **\$1,199,163.00**

(ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act:

**Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program: Local
or Tribal**

(x) Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass-Through Entity:

Federal Awarding Agency:

Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Pass-Through Entity:

Pinellas County Board of County Commissioners

Contact Information for Awarding Official of the Pass-Through Entity:

Dr. Joshua Barnett, Pinellas County Human Services

440 Court Street, 2nd Floor

Clearwater, FL 33756

(xi) CFDA Number and Name; the Pass-Through Entity Must Identify the Dollar Amount Made Available Under Each Federal Award and the CFDA Number at Time of Disbursement:

CFDA Number (at time of disbursement): **16.838**

CFDA Name:

Comprehensive Opioid Abuse Site-Based Program

Total Dollar Amount Available Under this Federal Award:

\$1,199,163.00 total

(xii) Identification of Whether the Award is R&D: **Award is not R&D.**

(xiii) Indirect Cost Rate for the Federal Award: **14.06%**

3. Section 3, "Scope of Services" is amended and restated as follows:

AGENCY shall provide for staff, direct services, and operations for the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP), to include:

- a. Program supervision and grant data analysis;
- b. Treatment staff consisting of approximately one (1) full-time equivalent (FTE) Case Manager, one-half (0.5) FTE Counselor, and one (1) FTE Peer Recovery Support Specialist, to provide direct treatment services to the program participants;
- c. Medication Assisted Treatment (MAT) services, to include Vivitrol, Methadone and/or Buprenorphine, as determined necessary;
- d. Short Term Residential Treatment, as determined necessary;
- e. Inpatient Detoxification, to include physical health screening, psychological assessment, and medically monitored detoxification and stabilization, as determined necessary;
- f. Transitional/Recovery Housing with wrap-around supports, as determined necessary; and,

- g. Naloxone distribution to law enforcement, first responders, individuals and families.

Services and staffing model may be adjusted as needed to effectuate this program, with written approval from the **COUNTY** and in accordance with Grantor terms and conditions, without the need to further amend this Agreement.

- 4. Section 4, “Term of Agreement” is amended and restated as follows:

Reimbursement for services and costs rendered by **AGENCY** retroactive to February 1, 2021, and may be invoiced following execution of this Agreement, and the Agreement shall expire on September 30, 2024. All services are to be completed by September 30, 2024. Services shall not be rendered by **AGENCY** until Grantor provides notice to **COUNTY** that Grant program costs can be incurred. This Agreement may be renewed based on the expiration of the initial term, as approved by the Grantor, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

- 5. Section 5(a) “Compensation” is amended and restated as follows:

- a. The **COUNTY** agrees to pay the **AGENCY** a total four-year amount not to exceed **ONE MILLION ONE HUNDRED AND NINETY-FOUR THOUSAND AND SIX HUNDRED AND SIXTY-THREE DOLLARS (\$1,194,663.00)** for the services described in Section 3 of this Agreement.

- 6. 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
Barry A. Burton

Date: October 9, 2023

OPERATION PAR, INC. a non-profit corporation,

By: Jim Miller
Jim Miller, Chief Operating Officer

Date: 9/29/2023, 2023