

HUMAN SERVICES FUNDING AGREEMENT
ADDENDUM 1: COVID-19 Supplemental Funding

LEGISTAR ID: 20-1114A

THIS FIRST ADDENDUM is 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 incorporate this addendum as part of the HUMAN SERVICES FUNDING AGREEMENT (Original Agreement) between the **COUNTY** and **AGENCY** dated May 31, 2016, and amended November 28, 2017, January 22, 2019, February 21, 2020, and June 15, 2020, as follows:

WITNESSETH:

WHEREAS, on March 13, 2020, a Public Health Emergency was declared in response to the health and economic impacts of the coronavirus disease 2019 (COVID-19); and,

WHEREAS, a health threat to our most vulnerable individuals and families constitutes a significant threat to public safety and welfare; and,

WHEREAS, Congress enacted the "Coronavirus Aid, Relief, and Economic Security Act", also known as the "CARES Act;" the "Coronavirus Preparedness and Response Supplemental Appropriations Act; and the Paycheck Protection Program and Health Care Enhancement Act to aid in the recovery from the health and economic impacts of COVID-19; and,

WHEREAS, Pinellas County has received supplemental funding from these sources for preventing, preparing for, and responding to COVID-19 and serving clients eligible for the Pinellas County Health Care for the Homeless (HCH) Program; and,

WHEREAS, On June 10, 2020, the Health Resources and Services Administration (HRSA) accepted the proposal submitted by the COUNTY for AGENCY to provide substance use services and medicated assisted treatment.

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

1. Scope of Services

In addition to the services set forth in the Original Agreement, between **COUNTY** and **AGENCY** dated May 31, 2016, and amended November 28, 2017, January 22, 2019, February 21, 2020, and June 15, 2020, **AGENCY** shall now provide the additional services to increase capacity for substance use and medication assisted treatment services to HCH eligible clients as set forth in this Addendum and Attachment 1, attached hereto and incorporated herein.

2. Term

Funding for the services provided by **AGENCY** under this Addendum is effective January 20, 2020, through March 31, 2021, through Grant number # H8DCS36100

HRSA authorizes the recipient to incur pre-award costs prior to the effective date of a Federal award dating back to January 20, 2020. The terms within this Addendum may be renewed in writing by mutual agreement of the parties or extended under the same terms and conditions upon extension of grant funding or new grant award.

3. Compensation

- a. Compensation for services in Section 1 of this Addendum is an amount not to exceed **\$175,000.00** as outlined in Attachment 1. The budget may be adjusted in writing by mutual agreement of the parties without the need to further amend this Addendum, so long as the total is at or below the not to exceed amount established herein.
- b. HCH Compensation
 - a. Continuation of this Agreement as it pertains to HCH operations is contingent upon receipt of funds from a third-party Grantor.

c. Invoices

- i. AGENCY** shall submit a separate invoice for expenditures under Grant Number # H8DCS36100. All requests for reimbursement shall 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 relevant documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and necessary to meet HRSA requirements.
- ii.** 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.
- iii.** The **COUNTY** shall reimburse **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of reports and performance measures as outlined in this Agreement. When the required documentation is incomplete or untimely, the **COUNTY** may withhold payment until such time the **COUNTY** accepts the revised reports.
- iv.** In the event sufficient budgeted funds are not available for this Agreement for a new fiscal period, the **COUNTY** shall notify **AGENCY** of such

occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the **COUNTY**.

4. Subrecipient Identification Information

- a. Subrecipient's name: Operation PAR, Inc.
- b. Subrecipient's Unique Entity Identifier or Data Universal Numbering System (DUNS) number: 08-927-7602
- c. Federal Award Identification Number: H8DCS36100
- d. Federal Award Date: 04/03/2020
- e. Subaward Period of Performance Start and End Date: 01/20/2020 – 03/31/2021
- f. Amount of Federal Funds Obligated by this Action by the Pass Through-Entity (COUNTY) to the Subrecipient (AGENCY): \$175,000.00
- g. Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: \$3,404,151.00
- h. Total Amount of the Federal Award: \$626,255.00
- i. Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act: Health Center Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding
- j. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass-Through Entity:
 - i. Federal Awarding Agency: United States Department of Health and Human Services, Health Resources and Services Administration (HRSA)
 - ii. Pass-Through Entity: Pinellas County Board of County Commissioners
 - iii. Contact Information for Awarding Official of the Pass-Through Entity:

Daisy Rodriguez, Pinellas County Human Services
440 Court Street, 2nd Floor Clearwater, FL 33756

k. 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:

- i. CFDA Number (at time of disbursement): 93.224
- ii. CFDA Name: Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care

l. Total Dollar Amount Available Under this Federal Award: \$175,000.00

m. Identification of Whether the Award is R&D: Award is not R&D.

n. Indirect Cost Rate for the Federal Award: Subrecipient Indirect Cost Rate - 14.07%

o. Programmatic Contacts

- i. COUNTY 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.

5. Original Agreement Terms

All terms and conditions of the Original Agreement between the parties hereto remain in full force and effect and this Addendum is incorporated in to the Original Agreement.

SIGNATURE PAGE FOLLOWS

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

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

ATTEST: KEN BURKE, CLERK
By: *Ken Burke*
Deputy Clerk



By: *Pat Gerard*
Pat Gerard

Date: August 11, 2020

OPERATION PAR, INC.,

By: *Dianna L Clarke*
Dianne Clarke, CEO

Date: 7/14/2020, 2020

APPROVED AS TO FORM

By: *Michael A. Zas*
Office of the County Attorney