

OPERATION PAR, INC. FUNDING AGREEMENT
First Amendment

THIS AGREEMENT (Agreement), effective retroactive to October 1, 2016, 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, Florida 33781, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide funding 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 in need; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community by providing inpatient detoxification services; and

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

1. Section 1 "Scope of Services" is hereby amended as follows:

The **AGENCY** shall provide inpatient detoxification, which may consist of physical health screening, psychosocial assessment, and medically-monitored detoxification and stabilization for individuals dependent on drugs and alcohol who meet the admission criteria. Individual and family counseling sessions, case management and educational groups will also be provided.

In addition to serving eligible individuals, the **AGENCY** agrees to coordinate with the **COUNTY**, or its designated representative, to identify Pinellas County Health Program (PCHP) clients entering treatment services, notify PCHP of client treatment or admission, and reconnect PCHP clients to primary care and mental health services following discharge or release.

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2. Section 3 “Compensation” is hereby amended as follows:

- a. The **COUNTY** agrees to pay the **AGENCY** the total sum of TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/00 DOLLARS (\$204,750.00) per fiscal year for the services described in Section 1 of this Agreement.
- b. Reimbursement payments shall be made quarterly and the **COUNTY** shall forward reimbursement payments to the **AGENCY** for services. Reimbursement requests shall be signed by an authorized **AGENCY** representative. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within forty-five (45) days of the end of the quarter. Invoicing due dates maybe 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.
- c. The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. 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.
- d. 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**.

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3. 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 first above written.

PINELLAS COUNTY, FLORIDA, by and
through its County Administrator

By: _____
Mark Woodard

Date: _____, 2017

OPERATION PAR, INC.

By: _____
Executive Director

Date: _____, 2017

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Assistant County Attorney