# Health Care for the Homeless – Substance Use Services \*Agreement 22-1299D SOW -3

This Statement of Work, (SOW) is effective upon the date last entered 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 66<sup>th</sup> Street North, Pinellas Park, Florida 33781, hereinafter called the "**AGENCY**" in connection to the Substance Use Services Master Services Agreement (MSA) between the parties effective April 26, 2022. All terms used, but not defined herein shall have the meanings set forth in the MSA.

WHEREAS, the **COUNTY**, has applied for and received recurring grant funding from the Health Resources and Services Administration (HRSA) under the Health Care for the Homeless (HCH) grant program, hereinafter referred to as "the Grant"; and

WHEREAS, the COUNTY has received a Notice of Award (NOA) for unspent carryover funding on September 15, 2022, for the HRSA HCH grant;

WHEREAS, the HCH is a community-based and patient-directed organization that delivers comprehensive, culturally competent, high-quality primary health care services to the County's most vulnerable individuals and families, including people experiencing homelessness, agricultural workers, residents of public housing, and veterans; and

WHEREAS, the HCH program integrates access to pharmacy, mental health, substance use disorder, and oral health services in areas where economic, geographic, or cultural barriers limit access to affordable health care. By emphasizing coordinated care management of patients with multiple health care needs; and

WHEREAS, AGENCY provides substance use services in Pinellas County; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, pursuant to Federal Super Circular Section 45 C.F.R. § 75.351 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 45 C.F.R. § 75.351, the **COUNTY** has determined the **AGENCY** receiving funds under this federal program is a contractor; and

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

## A. Recitals

The above "WHEREAS" clauses are incorporated into and are made a part of this SOW.

# **B. Program Description**

Contractor: Operation Par, Inc.

Program Name: Health Care for the Homeless (HCH) - Substance Use Services

Priority Area: Behavioral Health Substance Use Services, Homeless Services

Agreement Term: September 15, 2022 – February 28, 2023

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Compensation: \$136,117.00 No Cost Extension, carryover allocation from March 1, 2021 –

February 28, 2022, grant period.

Target Population: Active HCH clients referred for substance use disorders.

Type of Intervention: Integrated substance use services, including screening, diagnosis, case

management, and treatment.

# C. Program Staff and Services

Continuation of the HCH Substance Use Services Program, consistent with HRSA grant application and ongoing operational meetings:

#### I. PROGRAM STAFF & OPERATIONS

- 1. **AGENCY** shall maintain the grant staff as outlined in the Grant budget and approved by the **COUNTY** along with related approved operational and administrative expenditures to provide engagement, treatment, and counseling services to HCH clients.
- 2. **AGENCY** shall ensure all other contracted organizations providing clinical care within the health center's approved scope of services who employ Licensed Independent Practitioners and/or other licensed or certified health care practitioners will ensure that such providers are:
  - a. Licensed, certified, or registered as verified through a credentialing process, in accordance with applicable Federal, state, and local laws; and
  - b. Competent and fit to perform the contracted or referred services, as assessed through a privileging process; and
  - c. Dispensing of medications is in accordance with federal and state law and regulations; and
  - d. Any waivers (exemptions from compliance) of the staffing requirements under this Agreement must be pre-approved in writing by the County.
- 3. AGENCY shall submit to COUNTY within 30 days of the date this agreement was signed by both parties, its credentialing and privileging policy and list of all Licensed Independent Practitioners and Other Licensed or Certified Health Care Practitioners, in accordance with contract terms and conditions included in Appendix A, for review of the AGENCY'S credentialing and privileging processes with documentation review by the COUNTY'S designated organization (DOH). This review will be conducted at a minimum every three (3) years. The findings from the credentialing and privileging review will be presented to the Program's Medical Executive Committee for review and acceptance.
- 4. Applicable AGENCY personnel shall be in compliance with the Covid-19 Vaccine Mandate as outlined in the <u>Interim Final Rule from the Department of Health & Human Services, Centers for Medicare & Medicaid Services, Medicare and Medicaid Programs; Omnibus COVID-19 Health Care Staff Vaccination</u>. Any personnel who provides services to patients at the Bayside Health Clinic, or Mobile Medical Unit site, will be subject to compliance with this rule. COUNTY will provide guidance on submission of documentation to demonstrate compliance, when applicable.

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#### II. PROGRAM SERVICES & PROCEDURES

- 1. **AGENCY** shall provide substance use services (screening, diagnosis, and treatment) to HCH clients. At a minimum, these services may include:
  - a. age appropriate, harm/risk reduction and age-appropriate counseling to address identified risk factors, support abstinence, and/or decrease negative consequences of substance use disorders;
  - b. medication-assisted detoxification and withdrawal management to manage withdrawal symptoms associated with substance use; and
  - c. treatment/rehabilitation, to include individual and/or group treatment, counseling and case management.
  - d. Treatment services may occur in out-patient or short-term residential settings and may include medication-assisted treatment (e.g., buprenorphine products, methadone, naltrexone).
  - e. Services may be conducted in-person or via telehealth, as appropriate to meet the client's needs, and in accordance with Federal, State, and local law.
  - a. Oversight management with protocols approved and supported by a qualified Psychiatric Practitioner who is knowledgeable in addiction medicine and provides oversight of medication prescribing.
    - i. A Qualified Psychiatric Practitioner is defined as a person licensed to practice medicine in the state of Florida with specific clinical experience in the treatment of substance use disorders with specific training in the use of buprenorphine and opioid antagonist/agonist medications as well as the use of psychotropic medications used with individuals who have a mental health diagnosis in order; and maintains the necessary credentials to prescribe narcotics and schedule I, II, and III medications for the treatment of opioid use disorder.
- 2. **AGENCY** shall work in collaboration with the **COUNTY** and the contracted primary care provider, The Florida Department of Health, Pinellas County (DOH), to adhere to program policies and procedures and maintain compliance with Grant Requirements listed in Appendix A. Staffing and program policies will be reviewed regularly by the parties to meet ongoing needs of HCH clients.

# D. Objectives, and Deliverables

- I. MEETINGS, REPORTING & MONITORING
  - 1. Monthly Data Reporting
    - AGENCY shall submit detailed client level monthly reports to the COUNTY consistent with HRSA Uniform Data System (UDS) data reporting requirements and as detailed in Appendix A, incorporated by reference herein.
      - Reports shall be submitted within 15 days of the end of each calendar month. If submitted reports includes inconsistent, incorrect, or erroneous information, the AGENCY shall, within 10 days of being notified, submit corrected reports to the COUNTY that meet the COUNTY's data quality standards. Reporting

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- submission deadlines may be modified to meet **COUNTY** and/or HRSA reporting requests.
- ii. Training on the Uniform Data System (UDS) data requirements is available and technical assistance provided upon request. **COUNTY** encourages an **AGENCY** representative to attend UDS training annually and be the contact for questions related to the UDS data.
- b. AGENCY shall submit monthly Client Record Summaries, as defined by COUNTY, for all HCH clients engaged in services to DOH, the Pinellas County Health Program's Primary Care Physician, COUNTY's contracted provider.
- 2. <u>Program Meetings</u>. **AGENCY** shall participate in regular meetings with **COUNTY** and DOH to assess ongoing program needs and ensure effective delivery of services.
- 3. Monitoring. AGENCY shall participate in annual desk and/or on-site fiscal and program monitoring of County and Grant requirements as detailed in the MSA and consistent with grant requirements included in Appendix A.

## II. TERM, COMPENSATION, & INVOICES

### 1. Term & Compensation

- a. **COUNTY** shall reimburse **AGENCY** for HCH HRSA staff, services, and operational costs in an amount not to exceed **\$136,117.00** for the no cost extension period, September 15, 2022, through February 28, 2023, consistent with the NOA.
- b. Services shall not be rendered by **AGENCY** until Grantor provides notice to **COUNTY** that Grant program costs can be incurred.
- c. Compensation and annual budget may be adjusted, within the total Grant Award, without amendment to this SOW and with written approval from the **COUNTY**, in compliance with the Grant and as approved by the Grantor.
- d. This SOW may be renewed annually based on the expiration of the initial grant term, by mutual agreement of the Parties in writing. This option shall be exercised only if all terms and conditions remain the same.

#### 2. Invoices

- a. 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 which verify the services for which reimbursement is sought, as applicable and required by COUNTY. 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.
- b. As applicable, **AGENCY** 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. **AGENCY** shall reinvest the program income into the program as approved by the

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COUNTY and/or deduct the program income from reimbursement requests. AGENCY shall provide **COUNTY** with program income policy as applicable.

Date: 12/15/22

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 County Administrator APPROVED AS TO FORM By: Cody J. Ward Bury Burton Office of the County Attorney Barry Burton Date: February 14, 2023 OPERATION PAR, INC, a Florida not-for-profit corporation. Dianne Clarke, PhD, CAP CEO