

Second Renewal Statement of Work - 2
Pinellas County Health Program – Substance Use Services
Agreement # 24-0711A

THIS SECOND RENEWAL is effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and OPERATION PAR, INC., a non-profit Florida corporation, whose address is 6655 66th Street North, Pinellas Park, Florida 33781 hereinafter referred to as "**AGENCY**" in connection to the Master Services Agreement (MSA) between the parties effective April 26, 2022, amended February 14, 2023, and first renewed June 23, 2023. The Parties hereby renew the Pinellas County Health Program – Substance Use Services Agreement 22-0086A SOW-2 (Agreement) between the **COUNTY** and **AGENCY** dated April 26, 2022.

WITNESSETH:

WHEREAS, the **COUNTY** operates the Pinellas County Health Program that provides patients with assessment and referral to substance use services; and

WHEREAS, the Pinellas County Health 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, **AGENCY** is the only not-for-profit substance use treatment provider, located in Pinellas County, licensed to deliver all three FDA approved medications for opiate use disorder treatment, methadone, buprenorphine, and naltrexone (Vivitrol); and

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

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. This Agreement is hereby renewed pursuant to Section D(II)(1)(a) Term & Compensation thereof, effective October 1, 2024, and continuing for a period of 12 months from that date unless terminated or cancelled as provided therein.
3. 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 Board of County Commissioners



By: Kathleen Peters
Kathleen Peters, Chair

Date: May 21, _____, 2024

ATTEST: KEN BURKE, CLERK

By: Ken Burke

OPERATION PAR, INC, a Florida not-for-profit corporation.

By: Jim Miller
Jim Miller, CEO

Date: May 1 _____, 2024

Second Renewal Statement of Work - 1
Health Care for the Homeless – Substance Use Services
Agreement # 24-0711A

THIS SECOND RENEWAL is effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and OPERATION PAR, INC., a non-profit Florida corporation, whose address is 6655 66th Street North, Pinellas Park, Florida 33781 hereinafter referred to as "**AGENCY**" in connection to the Master Services Agreement (MSA) between the parties effective April 26, 2022, amended February 14, 2023, and first renewed June 23, 2023. The Parties hereby renew the Health Care for the Homeless – Substance Use Services Agreement 22-0086A SOW-1 (Agreement) between the **COUNTY** and **AGENCY** dated April 26, 2022.

WITNESSETH:

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 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, **AGENCY** is the only not-for-profit substance use treatment provider, located in Pinellas County, licensed to deliver all three FDA approved medications for opiate use disorder

treatment, methadone, buprenorphine, and naltrexone (Vivitrol); 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

WHEREAS, there was scrivener's error on First Renewal executed on June 23, 2023, and HCH HRSA program year renewed should reflect from March 1, 2023 – February 29, 2024; and

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. This Agreement is hereby renewed pursuant to Section D(II)(1)(e) Term & Compensation thereof, effective March 1, 2024.
 - a. HCH HRSA program year renewed from March 1, 2024 – February 28, 2025.
 - b. Low Income Pool program year renewed from October 1, 2024 – September 30, 2025.
3. 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 Board of County Commissioners

By: Kathleen Peters
Kathleen Peters, Chair

Date: May 21, 2024

ATTEST: KEN BURKE, CLERK

By: Ken Burke



OPERATION PAR, INC, a Florida not-for-profit corporation.

By: Jim Miller
Jim Miller, CEO

Date: May 1, 2024

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 23-1108D SOW -4

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 66th 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, on December 13, 2023, the **COUNTY** received a Notice of Award (NOA) Attachment 1-SOW-4 for the use of unspent grant funding, for the HRSA HCH grant period of March 1, 2022, - February 28, 2023;

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

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 23-1108D SOW -4

Agreement Term: December 13, 2023 – February 29, 2024
Compensation: \$39,385.00 No Cost Extension, carryover allocation from March 1, 2022 – February 28, 2023, 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, Medication Assisted Treatment (MAT) to HCH clients 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 of Master Services Agreement, 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 [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](#). 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.

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 23-1108D SOW -4

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. medication-assisted detoxification and withdrawal management to manage withdrawal symptoms associated with substance use; and
 - b. Treatment services may occur in out-patient or short-term residential settings and may include medication-assisted treatment (e.g., buprenorphine products, methadone, naltrexone).
 - c. 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 of Master Services Agreement. 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
 - a. **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 of Master Services Agreement, incorporated by reference herein.
 - i. 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 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

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 23-1108D SOW -4

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.



Barry Burton

Date: February 27, 2024

OPERATION PAR, INC, a Florida not-for-profit
corporation.



Dianne Clarke, PhD, CAP CEO

Date: February 15, 2024

APPROVED AS TO FORM
By: Cody J. Ward
Office of the County Attorney

First Renewal Statement of Work - 1
Health Care for the Homeless – Substance Use Services
Agreement # 23-0414D

THIS FIRST RENEWAL is effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and OPERATION PAR, INC., a non-profit Florida corporation, whose address is 6655 66th Street North, Pinellas Park, Florida 33781 hereinafter referred to as "**AGENCY**" in connection to the Master Services Agreement (MSA) between the parties effective April 26, 2022, and amended February 14, 2023. The Parties hereby renew the Health Care for the Homeless – Substance Use Services Agreement 22-0086A SOW-1 (Agreement) between the **COUNTY** and **AGENCY** dated April 26, 2022.

WITNESSETH:

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 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:

1. The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.
2. This Agreement is hereby renewed pursuant to Section D(II)(1)(e) Term & Compensation thereof, effective March 1, 2023.
 - a. HCH HRSA program year renewed from March 1, 2023 – February 23, 2024.
 - b. Low Income Pool program year renewed from October 1, 2023 – September 30, 2024.
3. 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.

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

APPROVED AS TO FORM
By: Cody J. Ward
Office of the County Attorney


By: _____
Barry Burton

Date: June 23, _____, 2023

OPERATION PAR, INC, a Florida not-for-profit corporation.

By: Dianne L. Clarke, Ph.D.
Dianne Clarke, PhD, CAP CEO

Date: June 12 _____, 2023

First Renewal Statement of Work - 2
Pinellas County Health Program – Substance Use Services
Agreement # 23-0414D

THIS FIRST RENEWAL is effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and OPERATION PAR, INC., a non-profit Florida corporation, whose address is 6655 66th Street North, Pinellas Park, Florida 33781 hereinafter referred to as "**AGENCY**" in connection to the Master Services Agreement (MSA) between the parties effective April 26, 2022, and amended February 14, 2023. The Parties hereby renew the Pinellas County Health Program – Substance Use Services Agreement 22-0086A SOW-2 (Agreement) between the **COUNTY** and **AGENCY** dated April 26, 2022.

WITNESSETH:

WHEREAS, the **COUNTY** operates the Pinellas County Health Program that provides patients with assessment and referral to substance use services; and

WHEREAS, the Pinellas County Health 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;

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. This Agreement is hereby renewed pursuant to Section D(II)(1)(a) Term & Compensation thereof, effective October 1, 2023, and continuing for a period of 12 months from that date

unless terminated or cancelled as provided therein.


3. 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.

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

APPROVED AS TO FORM
By: Cody J. Ward
Office of the County Attorney


By: _____
Barry Burton

Date: June 23, _____, 2023

OPERATION PAR, INC, a Florida not-for-profit corporation.

By: Dianne L. Clarke, PhD
Dianne Clarke, PhD, CAP CEO

Date: June 12 _____, 2023

Statement of Work
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 66th 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

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 22-1299D SOW -3

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 [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](#). 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.

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 22-1299D SOW -3

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
 - a. **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.
 - i. 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

Statement of Work

Health Care for the Homeless – Substance Use Services
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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. Program Meetings. **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

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 22-1299D SOW -3

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

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
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

Date: 12/15/22

HUMAN MASTER SERVICES AGREEMENT
FIRST AMENDMENT
Legistar #22-1299D

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, Florida 33781, hereinafter called the "**AGENCY**." The Parties hereby amend the HUMAN SERVICES MASTER SERVICES AGREEMENT SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT (Agreement) between the **COUNTY** and **AGENCY** dated April 26, 2022, as follows:

WITNESSETH:

WHEREAS, the **COUNTY** desires to implement substance use programs to serve residents of Pinellas County; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing essential behavioral health services within the community; and

WHEREAS, in 2019, the **COUNTY** initiated a review of the behavioral health system of care. Community stakeholders convened to develop an optimal data set (ODS) to assist in identifying gaps and challenges and to support system planning and decision making; and

WHEREAS, ODS elements and key performance indicators were developed in support of the behavioral health system of care in Pinellas County; and

WHEREAS, the **COUNTY** shall ensure ODS is de-identified in accordance with Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule: the expert determination method, 45 CFR § 164.514(b)(1) or the safe harbor method, 45 CFR § 164.514(b)(2); and

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. The following sections shall be added as sections 7 and 8, the remaining sections shall be renumbered accordingly, including any references thereto.

7. Optimal Data Set (ODS).

a. In 2019, the **COUNTY** initiated a review of the behavioral health system of care. Community stakeholders convened to develop an optimal data set (ODS) to assist in identifying gaps and challenges and to support system planning and decision making. In support of the ODS and optimizing the behavioral health system of care in Pinellas County, the **AGENCY** agrees to work with the **COUNTY** to report on ODS data elements such as those provided in the sample Provider ODS Tracking Tool attached and incorporated herein as Attachment 3.

b. Reportable data elements established in a fully executed Provider ODS Tracking Tool are required to be submitted monthly in an electronic format to the **COUNTY** within thirty (30) days of the end of the month. The data elements are subject to change, in collaboration with **AGENCY**, as additional ODS elements and key performance indicators are developed in support of the system of care. Subsequent Provider ODS Tracking Tool forms will be used to capture mutually agreed upon updates and changes without the need to further amend the Master Services Agreement.

c. **AGENCY** agrees to actively participate in the ongoing development and updating of the ODS, key performance indicators, dashboard and data reviews, and behavioral health system improvement discussions.

8. Coordinated Access Model (CAM).

As a condition of receipt of a funding award from the **COUNTY**, the **AGENCY** agrees to actively participate in the Coordinated Access Model (CAM), including the

following:


- a. List behavioral health program information in the CAM database.
 - b. Execute any necessary participation or data-sharing agreements for CAM operation.
 - c. Provide the CAM Administrator with regular program updates to ensure current information is available regarding eligibility criteria, capacity, and service availability. This will include participation in real-time or live scheduling, when available from the CAM Administrator, and accepting referrals from the CAM for clients eligible for program services, contingent upon program capacity.
 - d. Participate in regular meetings as requested by the CAM Administrator.
- b. The **COUNTY** may request documentation that verifies compliance with this Section.
3. 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

Date: February 14, 2023

OPERATION PAR, INC., a Florida non-profit corporation

By: 
Dianne Clarke, PhD President & CEO

Date: 02/07/2023

**Attachment 3:
Optimal Data Set
Provider Tracking Tool**

A. Optimal Data Set (ODS) Individual Elements

COUNTY will work with **AGENCY** to onboard reporting and identify available ODS elements in **Provider's** current file/record keeping system in a collaborative process. All elements shall be collected in compliance with HIPAA and 42 C.F.R. Part 2. Items with an asterisk (*) are recognized to be system issues that may not be reportable by the **AGENCY**. **AGENCY** will not be required to regularly report on ODS elements for compliance purposes until mutually agreed upon herein.

Optimal Data Set Element	Currently Available	Work in Progress	Not Applicable at this Time
1. ID number associated with each Provider			
2. Name of each Provider			
3. Month and Year of data collection			
4. The number of active case managers (by FTE) available to provide case management service for the reporting periods			
5. The number of clients (range) the staffing pattern can support at any given time			
6. ID number associated with each patient and/or ID number as deidentified for ODS submission			
7. Sex of patient			
8. Date of birth of patient and/or age range, birth year, or age, as appropriate			
9. Age of patient and/or age, as appropriate and in compliance with HIPAA			
10. Housing status of patient			
11. Zip code of patient, as appropriate and in compliance with HIPAA			
12. Race of patient			
13. Language preference of patient			
14. Employment type of patient			
15. Military veteran status of patient			
16. ID number associated with a referral of a patient			

**Attachment 3:
Optimal Data Set
Provider Tracking Tool**

17. Date of referral of patient			
18. ID number associated with each patient and/or ID number as deidentified for ODS submission			
19. Current Status of patient's referral			
20. Person or place in which the referral of the patient originated			
21. The level of emergency needed for the patient			
22. ID number associated with each Provider as assigned by COUNTY			
23. Is the patient known to the crisis stabilization unit (CSU)?*			
24. Date of last CSU interaction of the patient*			
25. Has the patient been readmitted to a CSU within 90 days of discharge from a CSU*			
26. Does the patient have an arrest history prior to service initiation?*			
27. Name of the case manager for the patient			
28. Date client's referral is closed(not admitted).			
29. Date of first point of contact (FPOC) with patient			
30. Days elapsed between the assessment date and the FPOC date			
31. Hours elapsed between the assessment date and the FPOC date			
32. Date of assessment for patient			
33. Days elapsed between the assessment date and the referral date			
34. Status of patient if declined or not declined			

**Attachment 3:
Optimal Data Set
Provider Tracking Tool**

35. Does the patient have a history of substance use?*			
36. Does the patient have a history of mental illness?*			
37. Was the patient court ordered to seek treatment?			
38. Functional Assessment Rating Scale (FARS) Score of patient at initial assessment			
39. What functioning tool was used for the patient; FARS or Global Appraisal of Individual Needs Short Screener (GAIN-SS)?			
40. Date of initial FARS assessment of patient			
41. Substance use score of patient at admission			
42. Date of service initiation for the patient			
43. Total amount of service days that client receives			
44. Correlated ICD10 code for patient			
45. Date that patient was housed			
46. Has the patient received a Baker Act prior to treatment?*			
47. Date of the 5th case management session that the patient attended			
48. Number of hours spent in face-to-face contact or direct telephone or video conference with an individual receiving services or a collateral contact per client.			
49. Does the patient have a readmission within 28 days to acute mental health and addiction services inpatient unit(s) for clients engaged in case management services?*			

**Attachment 3:
Optimal Data Set
Provider Tracking Tool**

50. Date of last release from inpatient services*			
51. Date of patient's last entrance into hospitalization*			
52. Date of patient's last discharge from hospitalization*			
53. FARS Score of patient at discharge			
54. Date of FARS exam at discharge			
55. Reason for patient discharge			
56. Patient's housing status at discharge			
57. Patient's employment status at discharge			
58. Did the patient complete a Department of Children and Families (DCF) survey? Patient's DCF Survey Score and/or equivalent survey as identified by AGENCY and approved by COUNTY *			
59. Patient's substance use score at discharge			
60. Did the patient acquire any arrest history between service initiation and discharge?*			
TOTAL:			
	Reportable	In progress	Nonreportable

B. ODS Reporting Timeline

Upon execution of this document, **AGENCY** agrees to initiate reporting on the elements noted as "reportable" for the programs and services listed in the box below. The first official report submission for compliance purposes shall occur no later than 30 days following the end of the first full month of service following the execution of this document.

Programs/services included:

**Attachment 3:
Optimal Data Set
Provider Tracking Tool**

C. Key Performance Indicators (KPIs)

KPIs below will be calculated by the **COUNTY** utilizing the available ODS elements listed above, as submitted by the **AGENCY**.

Optimal Data Set Key Performance Indicator Calculations			
Indicator	Indicator ID	Indicator	Calculation
Access	A01	Wait time from referral to first point of contact / initial screening	date of referral sent (-) date of first point of contact
Access	A02	Wait time from first point of contact / screening to assessment	date of assessment in calendar days(-)date of first point of contact
Access	A03	Wait time from assessment to case management program referral	date of case management program referral in calendar days(-)date of assessment
Access	A04	Wait time from case management program referral to case management service initiation.	date of case management service initiation(-)date of case management program referral
Access	A05	Percentage of unique clients seen within 48 hours for an urgent referral	$[(\text{Sum Total clients i date of service initiation}(-)\text{date of referral is } < \text{ than 48 hours and marked "urgent"}) / (\text{Total "urgent" clients})] * 100$
Access	A06	Percentage of unique clients assessed for case management services within 14 days from referral	$[(\text{Sum Total clients if date of assessment}(-)\text{date of referral is } < \text{ than 14 days}) / (\text{Total clients referred})] * 100$
Access	A07	Percentage of unique clients waiting more than two weeks for case management service initiation	$[(\text{Sum Total clients if date of case management program referral}(-)\text{date of case management service initiation is } > \text{ than 14 days}) / (\text{Total clients referred})] * 100$
Access	A08	Number of individuals waiting for access to case management service	Sum of total clients if referral status is: awaiting contact, awaiting screening/assessment, awaiting service initiation; and clients declined for service

**Attachment 3:
Optimal Data Set
Provider Tracking Tool**

			where reason is "program at capacity, no wait list"
Access	A09	Percentage of clients seen for services within 7-days after hospitalization for Mental Illness and/ or addictions who are receiving case management	$[(\text{Sum Total clients if receiving case management services who are seen } \leq 7 \text{ days post hospitalization}) / (\text{Total clients receiving case management services who are hospitalized for mental illness and/or addictions})] * 100$
Access	A10	Number of clients declined for service, (Includes: Reason client would be declined for service)	Total number of clients that have been declined for case management service
Outputs	O01	Number of clients referred	Sum of clients where "Referral Source" is any value
Capacity	C01	Number of case managers by FTE	Sum of case manager FTEs providing case management services
Capacity	C02	Caseload per case manager	Sum of clients receiving case management services / total sum of case manager FTEs
Capacity	C03	Site Caseload	Total active number of case managers (by FTE) providing case management services (*) program's case manager to client ratio
Quality	Q01	Percent of adults with severe and persistent mental illness who live in a stable housing environment	$[(\text{Sum if total clients are "housed"}) / (\text{distinct count of clients})] * 100$
Quality	Q02	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge.	$[(\text{Sum if total clients are "housed"}) / (\text{distinct count of clients})] * 100$

**Attachment 3:
Optimal Data Set
Provider Tracking Tool**

Quality	Q03	Average length of time (days) experiencing homelessness (individual/ family) from admission to case management program	[(Sum of: date case management services initiated(-)date client housed) / (total clients where resident status at initiation is "homeless")]
Quality	Q04	Percent of individuals discharged who will not be readmitted to a crisis stabilization unit within 90 days of discharge.	[(Sum if clients who have a history of admission to the CSU who are not re-admitted within 90 days) / (Total number of clients who have a history of admission to the CSU)] *100
Quality	Q05	28 Day Readmission Rate to Acute Mental Health and Addiction Services Inpatient Unit(s) for consumers in active Case Management Services	[(Total number of clients engaged in case management re-admitted to acute mental health and addiction services inpatient units <= 28 days of discharge from inpatient unit) / (Total number of clients discharged from acute mental health and addiction services inpatient who are in active case management)] *100
Quality	Q06	Decrease in Baker Act exams for those engaged in Case Management Services	Sum of clients where "Client Baker Act status" is "Yes" while engaged in a case management program in a specified time period
Quality	Q07	Percentage of clients in Case Management Services that attend a 4th or 5th session	[(Total sum of clients attending a 4th and 5th case management session) / (Total sum clients where 4th and 5th case management session dates have elapsed)] *100
Quality	Q08	Average rating on the Social Connectedness Domain	[(Total sum of ratings on the Social Connectedness Domain) / (Total number of clients responding to survey)]
Quality	Q09	Discharge Type (how many Successful, how many negative, how many admin and how many neutral dc's)	Successful Discharge: Sum("Successfully completed treatment/services") Negative Discharge: Sum("Did not complete treatment - Voluntary/Involuntary", "Incarcerated", "Transferred to State Mental Health Treatment Facility") Administrative Discharge: Sum("Did not complete treatment, service non-adherence") Neutral Discharge: Sum("Client moved out of the service area")

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Quality	Q10	Improvement in client functioning (FARS scale)	Subtract total score for most recent update or discharge FARS from the ADMISSION total score[E.g., Admission = 100, current = 75. 100 – 75 = 25 = improvement] [(number of persons where the result is greater than zero) / (number of persons evaluated)] *100[paired t test]
Quality	Q11	Satisfaction Surveys (DCF)	Sum of clients reporting “Yes” to completing the DCF Satisfaction Survey
Quality	Q12	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	(number of clients with arrests following discharge (-) number with arrests prior to admission) / (number of clients with arrests prior to admission) * 100
Quality	Q13	Percentage change in clients who are employed from admission to discharge	[(distinct count of persons served when the employment status is (active military, USA; full time, unpaid family workers, part time) / (distinct count of persons served when the employment status is (active military, USA; full time, unpaid family workers, part time, unemployed))] * 100
Quality	Q14	Percent increase in those reporting a reduction (frequency, amount, or types) of alcohol and substance use from admission to discharge.	[(Total number of clients where scoring on the Substance Use/Disorder domain is lower at discharge than admission) / (Total number of clients reporting alcohol and substance use at admission)] * 100
Quality	Q15	Average number of hours spent in face-to-face or direct telephone contact with an individual receiving services or a collateral contact per client	[(Sum of the total hours spent in face-to-face contact or direct telephone or video conference with clients (or collateral contact) enrolled in case management services in a specified reporting period) / (Total number of clients enrolled in a case management program)

Attachment agreed upon both PARTIES:

Recipient:
Pinellas County Human Services

Provider:
AGENCY NAME

By: _____
Karen Yatchum, Director

By: _____

Name: _____

**HUMAN SERVICES MASTER SERVICES AGREEMENT
SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT**

THIS MASTER SERVICES AGREEMENT (Agreement) 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 66th Street North, Pinellas Park, Florida 33781, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** operates the Pinellas County Health Program that provides patients with assessment and referral to substance use services; and

WHEREAS, the Pinellas County Health 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, the **COUNTY** desires to provide for behavioral health and substance use 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** and **AGENCY** intend to enter into this Master Service Agreement to provide substance use treatment services for the Pinellas County Health Care for the Homeless Program and the Pinellas County Health Program provided through the Department of Human Services to meet ongoing service needs related to these aforementioned programs; and

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

**HUMAN SERVICES MASTER SERVICES AGREEMENT
SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT**

1. Recitals

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services.

a. **AGENCY** shall provide substance use treatment services for and related to **COUNTY** behavioral health programs as described in each separate Statement of Work (SOW). The **COUNTY** and the **AGENCY** (the Parties) agree in advance that the terms and conditions documented herein shall be part of each SOW issued under this Agreement. The Parties agree that the provisions of this Agreement shall apply to all SOW’s entered into through this Agreement.

b. The **COUNTY** will issue specific SOWs that will contain independent Scopes of Service, Deliverables, Period of Performance, and Compensation. Each SOW shall be agreed to in writing and signed by the **COUNTY** and **AGENCY**. If there are conflicting terms between this Agreement and a SOW entered into under this Agreement, the SOW will be controlling for that particular instance, the terms of this Agreement are otherwise controlling.

3. Term of Agreement.

The services of the **AGENCY** shall commence on March 1, 2022, and the Agreement shall expire on February 28, 2026. This Agreement shall be extended past its original expiration in alignment with any open SOWs, however no new SOW may be entered into without renewal or extension of this Agreement in writing.

4. Compensation.

a. The **COUNTY** agrees to pay the **AGENCY** as detailed in each SOW. Each SOW will specify a maximum amount which may be modified with an amendment to the SOW.

**HUMAN SERVICES MASTER SERVICES AGREEMENT
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b. 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.

c. Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

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 may be withheld by the **COUNTY**.

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

5. Data Collection and Performance Measures.

The **AGENCY** agrees to submit program data reports to the **COUNTY**, consistent with the data elements, collection standards, and performance measures found in each SOW. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the **COUNTY**.

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SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT

6. HIPAA.

a. The **AGENCY** (Business Associate) agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement with the **COUNTY** (Covered Entity).

b. The **AGENCY** is a HIPAA Covered Entity and **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

c. The **AGENCY** understands and agrees that the **COUNTY** as a political subdivision of the State of Florida is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103 and therefore as the Business Associate the **AGENCY** shall make available any/all records pertaining to rendered services funded in total or in part by the **COUNTY** for the purposes of coordinating medical and behavioral health care treatment services, quality assurance of services rendered by the **AGENCY** on behalf of the **COUNTY**, and auditing of services and operations of the **AGENCY** by the **COUNTY**. **AGENCY** shall comply to requests by the **COUNTY** for access to requested information, including protected health information, within a timely manner and without restriction. **AGENCY** agrees that the **COUNTY** retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this contract. **COUNTY** shall be entitled to make and retain possession of copies of

**HUMAN SERVICES MASTER SERVICES AGREEMENT
SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT**

any treatment plans, records, reviews and essentially similar materials which relate to the services provided to clients/consumers under the terms of this contract and the **AGENCY** shall not restrict **COUNTY** from such possession.

d. The **AGENCY** agrees to make available, for the purposes of inspection and copying of protected personal health information to an individual about such individual in accordance with 45 CFR Part 164.524 including any amendments or disclosures.

e. As applicable, the **AGENCY** shall develop Business Associate Agreements with local behavioral health providers, including but not limited to the Coordinated Access Model of Pinellas County, agencies funded by the entities of the Pinellas Integrated Care Alliance (PICA), and Crisis Stabilization Units (CSUs) licensed by the Florida Department of Children and Families, to facilitate the exchange of health information. **AGENCY** shall identify and provide points of contact to local CSUs to minimize the amount of time their client spends in a CSU and to optimize care coordination.

f. The **AGENCY** shall begin implementing processes to obtain, at admission and no less than annually, signature from clients for a NOTICE OF PRIVACY PRACTICES AND AUTHORIZATION FOR DISCLOSURE, RELEASE, AND USE OF CONFIDENTIAL HEALTH INFORMATION BY PINELLAS COUNTY HUMAN SERVICES, Authorization to Obtain, Use and Disclose Protected Health Information form, and the Multiparty Patient Authorization for Disclosure of Health Information form. Forms shall be prescribed and provided by the **COUNTY** in accordance with state and federal laws and regulations.

7. Multiparty Patient Authorization for Disclosure of Health Information Form.

As a condition of receipt of a funding award from **COUNTY**, in order to facilitate all aspects of care for their clients and demonstrate a good faith effort to assertively coordinate

**HUMAN SERVICES MASTER SERVICES AGREEMENT
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care, the **AGENCY** agrees to the use and promote the community-wide Multiparty Patient Authorization for Disclosure of Health Information – “Multiparty Release of Information Form.” The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

8. Personnel.

a. Qualified Personnel. **AGENCY** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement and detailed in each SOW.

b. Approval of Personnel. The **COUNTY**, through its Human Services Department, shall have the right to approve all **AGENCY** Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. The **AGENCY** shall provide the names and qualifications of the **AGENCY** Personnel assigned to perform Services pursuant to the Agreement in writing within ten (10) days of execution of this Agreement. Thereafter, during the term of this Agreement, the **AGENCY** shall provide written notice of the names and qualifications of any additional **AGENCY** Personnel assigned to perform Services within five (5) business days of the start date.

c. Replacement of Personnel. The **COUNTY**, on a reasonable basis, shall have the right to require the removal and replacement of any of the **AGENCY** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will notify **AGENCY** in writing in the event the County requires such action. **AGENCY** shall

**HUMAN SERVICES MASTER SERVICES AGREEMENT
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accomplish any such removal within forty-eight (48) hours after receipt of notice from the **COUNTY** and shall promptly replace such person with another person, acceptable to the **COUNTY**, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **AGENCY** Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe.

d. Employee Termination or Resignation. In the event a program staff or related administrative or leadership position opens through either termination, resignation, or otherwise, **AGENCY** shall provide the **COUNTY** written notice of the opening within forty-eight (48) hours, accompanied by a brief summary of intended recruitment efforts.

9. 211 Tampa Bay Cares Database.

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to list new or updated program data in the 211 Tampa Bay Cares, Inc. online database. For verification purposes, **AGENCY** shall submit a screenshot or print-out verifying current database information, upon request.

10. Data Collaborative.

The Pinellas County Data Collaborative was established in the fall of 1999 pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **AGENCY** agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data

**HUMAN SERVICES MASTER SERVICES AGREEMENT
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collection, research and policy development. **AGENCY** may also be required to execute a Data Sharing Agreement to facilitate information sharing.

11. Monitoring.

a. **AGENCY** will comply with **COUNTY** and departmental policies and procedures.

b. **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.

c. **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d. **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.

e. If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.

f. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

12. Documentation.

The **AGENCY** shall maintain and provide the following documents upon request

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by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- a. Articles of Incorporation
- b. AGENCY By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation

13. Emergency, Disaster, or Critical Event Response.

Community partners are critical to effective community response in a disaster. **AGENCY** must effectively prepare their organization for continuity of continued services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and necessary by the **COUNTY** under this agreement. At a minimum, this may include:

- a. **AGENCY** will work with the **COUNTY**, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.
- b. **AGENCY** will work on its Continuity of Operations Plan and Disaster

**HUMAN SERVICES MASTER SERVICES AGREEMENT
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Response Plan in coordination with the **COUNTY**, as set forth above, including staffing plans where necessary and appropriate. A copy will be provided to the **COUNTY** each year prior to June 1st or otherwise upon request.

c. The **COUNTY** agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

d. The **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

e. Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the **COUNTY** and **AGENCY** as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the **COUNTY** and **AGENCY** will discuss community impacts and decide how best to meet the community's response. Along with immediate response, **AGENCY** agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.

f. If **AGENCY** is unwilling to perform duties as described in this Section,

HUMAN SERVICES MASTER SERVICES AGREEMENT
SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT

payments may be withheld at the direction of the Director of Human Services until operations continue.

g. AGENCY will track and maintain detailed operational records when activated to serve in an emergency capacity.

14. Special Situations.

AGENCY agrees to inform COUNTY within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the AGENCY's or COUNTY's ability to protect and serve its participants, or other significant effect on the AGENCY or COUNTY. Circumstances or events shall be reported to the designated COUNTY contact in the form prescribed by the COUNTY.

15. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement and each SOW expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the purpose of this Agreement and related SOWs or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the COUNTY in Attachment 1.

HUMAN SERVICES MASTER SERVICES AGREEMENT
SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT

16. Termination.

a. The **COUNTY** reserves the right to cancel this Agreement, including all SOWs, without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, **AGENCY** shall be given thirty (30) days to cure said breach. If **AGENCY** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

b. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

c. In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** shall repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

17. Assignment/Subcontracting.

a. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b. The **AGENCY** is fully responsible for completion of the Services required by

HUMAN SERVICES MASTER SERVICES AGREEMENT
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this Agreement and all SOWs and for completion of all subcontractor work, if authorized as provided herein. The AGENCY shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the COUNTY, without the prior written consent of the COUNTY, which shall be determined by the COUNTY in its sole discretion.

18. Non-Exclusive Services.

During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

19. Indemnification.

The AGENCY agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of AGENCY; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage shall have been occasioned by the sole negligence of the COUNTY.

20. Insurance.

The AGENCY shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to

HUMAN SERVICES MASTER SERVICES AGREEMENT
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the COUNTY. The insurance requirements shall remain in effect throughout the term of this Agreement.

21. Public Entities Crimes.

The AGENCY is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the COUNTY that the AGENCY is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The AGENCY represents and certifies that the AGENCY is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The AGENCY agrees that any contract awarded to the AGENCY will be subject to termination by the COUNTY if the AGENCY fails to comply or to maintain such compliance.

22. Business Practices.

a. The AGENCY shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the COUNTY.

b. The AGENCY shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

c. All AGENCY records relating to this Agreement shall be subject to audit by the COUNTY and the AGENCY shall provide an independent audit to the COUNTY, if so requested by the COUNTY.

23. Public Records.

The AGENCY acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas

**HUMAN SERVICES MASTER SERVICES AGREEMENT
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County public records policies. The **AGENCY** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires **AGENCY** perform the following:

a. Keep and maintain public records required by the **COUNTY** to perform the service.

b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.

d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the

HUMAN SERVICES MASTER SERVICES AGREEMENT
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COUNTY's public agency's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

24. Nondiscrimination.

a. The AGENCY shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

b. The AGENCY shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c. The AGENCY shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d. At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the AGENCY.

HUMAN SERVICES MASTER SERVICES AGREEMENT
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25. Conflicts of Interest.

a. No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b. The **AGENCY** shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCY** may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the **AGENCY**. The **COUNTY** agrees to notify the **AGENCY** of its opinion within (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

HUMAN SERVICES MASTER SERVICES AGREEMENT
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26. Independent Contractor.

It is expressly understood and agreed by the parties that **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of the **AGENCY**.

27. Non-Expendable Property.

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

a. The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.

b. The **COUNTY** reserves the right to have its agent personally inspect said property.

c. The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

i. The **AGENCY** shall not sell said property within one (1) year of purchase unless express permission is obtained from the **COUNTY** in writing;

ii. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;

iii. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any

**HUMAN SERVICES MASTER SERVICES AGREEMENT
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time prior to the expiration of this Agreement, if the AGENCY violates any provision of this Agreement, or if the AGENCY fails to use the property for the purposes of the project herein, or if the AGENCY ceases to exist for the purposes of this Agreement; and

- iv. The AGENCY shall reimburse funds to the COUNTY totaling a proportional share of the fair value of any non-expendable property purchased by the AGENCY with funding obtained through this Agreement: i. which is sold, ii. or if the AGENCY fails to use the property for the purposes of the project herein, iii. or if the AGENCY ceases to exist for the purposes of this Agreement. The share due the COUNTY shall be determined by the proportion of COUNTY funding used to purchase non-expendable property. The COUNTY at its option may waive this requirement and allow the AGENCY to retain any funds received from such sale.

28. Additional Funding.

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The AGENCY agrees to make all reasonable efforts to obtain funding from additional sources wherever said AGENCY may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the COUNTY.

29. Governing Law.

The laws of the State of Florida shall govern this Agreement.

30. Conformity to the Law.

The AGENCY shall comply with all federal, state and local laws and ordinances

HUMAN SERVICES MASTER SERVICES AGREEMENT
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and any rules or regulations adopted thereunder.

31. E-Verify

a. The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.

b. If **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the County will notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **AGENCY**, **AGENCY** may not be awarded a public contract for at least one (1) year. **AGENCY** acknowledges that **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

e. **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with

HUMAN SERVICES MASTER SERVICES AGREEMENT
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the clause set for in this section.

32. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

33. Agreement Management

Pinellas County Human Services designates the following person(s) as the liaison for the
COUNTY:

Abigail Stanton, Director of Contracts
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

AGENCY designates the following person(s) as the liaison:

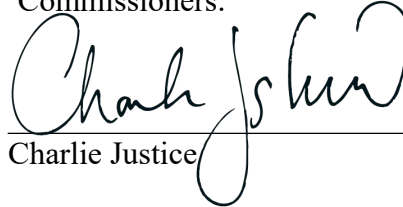
Dianne Clarke, CEO
Operation PAR, Inc.
6655 66th Street North,
Pinellas Park, Florida 33781

Signature Page Follows

HUMAN SERVICES MASTER SERVICES AGREEMENT
SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT

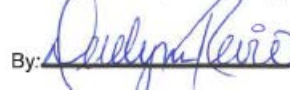
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed
on the day and year written below.

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


Charlie Justice

Date: April 26, 2022

ATTEST: KEN BURKE, CLERK

By: 

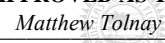


OPERATION PAR, INC., a Florida non-
profit corporation

By:


Dianne Clarke PhD, CAP, CEO

Date: April 6, 2022

APPROVED AS TO FORM
By: 
Office of the County Attorney

Statement of Work

Health Care for the Homeless – Substance Use Services
Agreement 22-0086A SOW -1

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 66th Street North, Pinellas Park, Florida 33781, hereinafter called the "**AGENCY**" in connection to the Master Services Agreement (MSA) between the parties effective on the date of the last signature set forth below. 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 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:	March 1, 2022 – September 30, 2023. <u>March 1 – February 28</u> - HCH HRSA Annual Budget Period <u>October 1 – September 30</u> - Low-Income Pool (LIP) Annual Budget Period
Compensation:	<u>\$547,750.00</u> for the HCH HRSA Annual Budget Period <u>\$270,000.00</u> for the LIP Annual Budget Period

Statement of Work

Health Care for the Homeless – Substance Use Services
Agreement 22-0086A SOW -1

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 that include Low Income Pool (LIP) funded staff as listed below and consistent with Appendix A attached hereto and incorporated by reference herein:

I. PROGRAM STAFF

1. Maintain the following staff and related operational and administrative to provide engagement, treatment, and counseling services:
 - a. 2 FTE Counselors dedicated to serving HCH clients.
 - i. Counselors are defined as having full certification as a certified addiction counselor (CAC) in the state of Florida, full certification by a nationally recognized body in addictions counselor or co-occurring disorders counseling, OR five (5) years of clinical experience working in the field of substance use treatment.
 - b. 2 FTE Case Managers dedicated to serving HCH clients.
 - i. Case Managers are defined as having full certification as a certified addictions professional (CAP) or certified behavioral health case manager (CBHCM) in the state of Florida; full certification by a nationally recognized body in addictions, psychiatric rehabilitation, case management, or co-occurring disorders; OR less than five (5) years of experience in the field of substance use treatment and a bachelor-level degree in human services, social services, psychology, social work, or similar.
 - c. 2 FTE Counselor/Case Managers dedicated to serving HCH clients
 - d. .75 FTE Supervisor(s) to oversee the HCH Substance Use Services Program staff.
 - i. Supervisors are defined as having full certification as a Master’s Level Certified Addiction Professional (MCAP), Certified Addiction Professional (CAP), or Licensed Clinical Social Work (LCSW) in the state of Florida; a license in mental health counselor (LMHC) with five (5) years’ experience in substance use treatment; OR six (6) years’ experience in substance use treatment whose Master’s degree meetings the requirements of the MCAP certification.
 - e. .20 FTE Research Assistant
 - f. 1 Counselor dedicated to serving HCH clients and funded through LIP.
 - g. 1 Team Coordinator dedicated to serving HCH Clients and funded through LIP.
 - h. Qualified Psychiatric Practitioner to oversee administration of medicated assisted treatment
 - 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

Statement of Work

Health Care for the Homeless – Substance Use Services

Agreement 22-0086A SOW -1

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; can provide on-site services as necessary in order to provide proper oversight of program services; 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 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 [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](#). 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.

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

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 22-0086A SOW -1

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

- a. **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.
 - i. 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 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. **Program Meetings.** **AGENCY** shall participate in regular meetings with **COUNTY** and DOH to assess

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Health Care for the Homeless – Substance Use Services
Agreement 22-0086A SOW -1

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 **\$547,750.00** in a budget year, March 1, 2022, through February 28, 2023, consistent with the program budget approved by HRSA.
- b. **COUNTY** shall reimburse **AGENCY** for LIP funded staff, services, and operational costs in an amount not to exceed **\$270,000.00** in a budget year, October 1, 2022 through September 30, 2023, consistent with the program budget approved by HRSA.
- c. Services shall not be rendered by **AGENCY** until Grantor provides notice to **COUNTY** that Grant program costs can be incurred.
- d. 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.
- e. 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 **COUNTY** and/or deduct the program income from reimbursement requests. **AGENCY** shall provide **COUNTY** with program income policy as applicable.

Statement of Work
Health Care for the Homeless – Substance Use Services
Agreement 22-0086A SOW -1

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
Board of County Commissioners



Charlie Justice
Charlie Justice, Board Chair

Date: April 26, 2022

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney

ATTEST: KEN BURKE, CLERK
Dudlyn Kerio
By:

OPERATION PAR, INC, a Florida not-for-profit
corporation.

Dianne L. Clarke, PhD, CAP
Dianne Clarke, PhD, CAP CEO

Date: April 6, 2022

Statement of Work
Pinellas County Health Program – Substance Use Services
Agreement 22-0086A SOW -2

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 66th Street North, Pinellas Park, Florida 33781, hereinafter called the "**AGENCY**" in connection to the Master Services Agreement (MSA) between the parties effective on the date of the last signature set forth below. All terms used, but not defined herein shall have the meanings set forth in the MSA.

WHEREAS, the **COUNTY** operates the Pinellas County Health Program that provides patients with assessment and referral to substance use services; and

WHEREAS, the Pinellas County Health 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

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:	Pinellas County Health Program (PCHP) - Substance Use Services
Priority Area:	Behavioral Health Substance Use Services
Agreement Term:	October 1, 2022 – September 30, 2023
Compensation:	<u>\$204,000.00</u> for the PCHP Annual Budget Period
Target Population:	Active PCHP 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 PCHP Substance Use Services Program, consistent with this SOW and ongoing monthly operation meetings as listed below:

I. PROGRAM STAFF

1. Maintain the following staff to provide engagement, coordination and treatment:
 - a. 1 FTE Peer Recovery Specialist dedicated to serving PCHP clients
 - i. A Peer Recovery Specialist is defined as an individual with case management

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experience, two-years preferred, that has their own unique, life-altering experience in order to guide and support others who are in some form of recovery. This typically refers to patients recovering from addiction, mental health disorders or abuse. Peer Recovery Specialists work in conjunction with highly trained and educated professionals.

- b. .10 FTE Supervisor(s) to oversee the PCHP Substance Use Services Program staff.
 - i. Supervisors are defined as having full certification as a Master’s Level Certified Addiction Professional (MCAP), Certified Addiction Professional (CAP), or Licensed Clinical Social Work (LCSW) in the state of Florida; a license in mental health counselor (LMHC) with five (5) years’ experience in substance use treatment; OR six (6) years’ experience in substance use treatment whose Master’s degree meetings the requirements of the MCAP certification.
2. For 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.
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 (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 [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](#). 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.

II. PROGRAM SERVICES & PROCEDURES

1. **AGENCY** shall provide substance use services (screening, diagnosis, and treatment) services to PCHP 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. detoxification to manage withdrawal symptoms associated with substance use; and

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- 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.
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. Staffing and program policies will be reviewed regularly by the parties to meet ongoing needs of PCHP clients.

D. Objectives, and Deliverables

I. MEETINGS, REPORTING & MONITORING

1. Monthly Data Reporting

- a. **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, attached hereto and incorporated by reference herein.
 - i. 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 submission deadlines may be modified to meet **COUNTY** and/or HRSA reporting requests.
 - b. **AGENCY** shall submit monthly Client Record Summaries, as defined by **COUNTY**, for all PCHP clients engaged in services to DOH, the Pinellas County Health Program’s Primary Care Physician, **COUNTY’s** contracted provider.
2. Program Meetings. **AGENCY** shall participate in regular meetings with **COUNTY** and DOH as 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. **AGENCY** understands and agrees that any service records developed under this agreement are the property of the **COUNTY** and therefore any requests to obtain information about any services provided under this agreement including but not limited to client -level data, screenings, treatment/medical records, discharge dispositions, and the like shall be made available to the **COUNTY** upon request.

I. TERM, COMPENSATION, & INVOICES

1. Term & Compensation

- a. **COUNTY** shall reimburse **AGENCY** for PCHP staff, services, and operational costs in an amount not to exceed **\$204,000.00** in a budget year, October 1, 2022, through September 30, 2023, consistent with the annual budget.
- b. This SOW may be renewed annually based on the expiration of the initial term, by mutual

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agreement of the Parties in writing. This option shall be exercised only if all terms and conditions remain the same.

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

PINELLAS COUNTY, FLORIDA, by and through its
County Administrator:



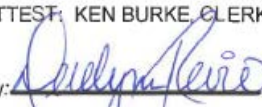


Charlie Justice, Board Chair

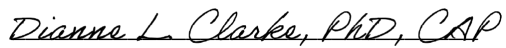
Date: April 26, 2022

APPROVED AS TO FORM
By: Matthew Tobney
Office of the County Attorney

ATTEST: KEN BURKE, CLERK

By: 

OPERATION PAR, INC, a Florida not-for-profit
corporation.


Dianne Clarke, PhD, CAP CEO

Date: April 6, 2022