

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

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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

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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

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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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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.

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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

APPROVED AS TO FORM

By: Matthew Tolnay
Office of the County Attorney

Charlie Justice, Board Chair

Date: _____, 2022

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: _____, 2022

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

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

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

Date: _____ **April 6**, 2022