HUMAN SERVICES SUBRECIPEINT FUNDING AGREEMENT SECOND AMENDMENT Legistar #23-0712D

THIS SECOND 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 FAMILY SUPPORT SERVICES OF SUNCOAST, INC., a non-profit Florida corporation, whose address is 8550 Ulmerton Road, Suite 130, Largo, FL 33771 hereinafter called the "AGENCY." The Parties hereby amend the HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT (Agreement) between the COUNTY and AGENCY dated April 5, 2022, and amended and renewed December 1, 2022, as follows:

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local services that support child welfare within Pinellas County; and

WHEREAS, the COUNTY, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the U.S. Department of Justice, hereinafter referred to as the grantor, under the 2019 Opioid Affected Youth Initiative grant program, hereinafter referred to as "the grant"; and

WHEREAS, the COUNTY and the grant partners applied for and were awarded a no cost extension from the grantor on July 11, 2022, and where the COUNTY and grant partners have applied and been awarded a second no-cost extension on September 19, 2023; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.330 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 2 C.F.R. § 200.74, the COUNTY is a pass-through entity for purposes of this Federal award; and

WHEREAS, the COUNTY has determined the AGENCY receiving funds under this

federal program is a subrecipient; and

WHEREAS, the COUNTY recognizes that the AGENCY is providing an essential service within the community as the lead child welfare community-based agency in the County.

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

- The above "WHEREAS" clauses are incorporated into and are made a part of this Agreement.
- 2. Section 1 "Specific Grant Information" subsections (v-vii) are amended to read as follows:
 - (v) Subaward Period of Performance Start and End Date: 01/01/2022 to 6/30/2024
 - (vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: \$350,000.00
 - (vii) Total Amount of Federal Funds Obligated to the Agency by the Pass-Through Entity Including the Current Obligation: \$350,000.00
- 3. Section 2. "Scope of Services" is hereby amended and restated as follows:

 Consistent with the terms and conditions of the Grant, the **AGENCY** shall:
 - a. Secure and provide supportive services under the **AGENCY's** Purchase of Service (POS) system for families participating the Opioid Affected Youth Initiative (OAYI) Program, to include service providers such as The Sunshine Method, Operation PAR, Inc., Youth Advocate Programs, and other services and providers based upon individual case need.
 - b. Provide full-time equivalent (FTE) personnel as follows:
 - i. 1.44 FTE Case Managers,

- ii. 1.0 FTE Family Support Worker and
- iii. 0.15 FTE Supervisor to support the OAYI program participants.
- c. This scope of services may be adjusted from time to time through mutual written agreement of the parties without the need to further amend this Agreement, consistent with Section 12 Amendment/Modification, so long as the adjustments align with grant requirements and the public purpose of the grant.
- 4. Section 3. "Term of Agreement" is hereby amended to read as follows:

The services of the **AGENCY** shall commence on January 1, 2022, and the agreement shall expire on June 30, 2024. This Agreement may be renewed based on the expiration of the initial term, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

- 5. 4. Section 4(a) "Compensation" is hereby amended to read as follows:
 - a. The **COUNTY** agrees to pay the **AGENCY** a total amount not to exceed **THREE HUNDRED AND FIFTY THOUSAND DOLLARS** (\$350,000.00), for services described in Section 2 for the term beginning January 1, 2022, through June 30, 2024, on a cost-reimbursement basis.
- 6. 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.

through its County Administrator

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

By:
Barry A. Burton

PINELLAS COUNTY, FLORIDA, by and

Date: <u>January 9, 2024</u>, **XXX**

FAMILY SUPPORT SERVICES OF SUNCOAST, INC.

By: Jenn Petion, President /CEO

Date: 12/8/2023 , 2023