

## HUMAN SERVICES FUNDING AGREEMENT

### First Amendment

THIS AGREEMENT (Agreement), 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 66<sup>th</sup> Street North, Pinellas Park, FL 33781, hereinafter called the "**AGENCY**."

### WITNESSETH:

WHEREAS, the **COUNTY** desires to provide local community mental health and substance abuse treatment services within Pinellas County; and

WHEREAS, the **COUNTY** is committed to enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **AGENCY** will comply with Uniform Guidance established under 45 CFR 75 for Human Services grant awards; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a licensed, non-profit provider of Medication Assisted Treatment (MAT) for substance abuse in the County;

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

1. Section 1 of the original agreement "Scope of Services" is hereby amended to add:
  - a. The Pinellas County Health Care for the Homeless Program has experienced a high demand for MAT services for clients. As a result of the Access Increases in Mental Health and Substance Abuse Services (AIMS) supplemental grant award, the **COUNTY** shall provide funding to the **AGENCY** for one (1) full-time licensed independent practitioner, other licensed or certified practitioner to engage Pinellas County Health Care for the Homeless Program clients with group

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therapy, substance abuse counseling, and co-occurring counseling. This additional staffing shall result in increased capacity to provide MAT services and evidence-based therapeutic practices for clients.

- b. To address the opioid addiction crisis more broadly, the **COUNTY** shall expand MAT services to clients participating in the Pinellas County Health Program (PCHP). The **AGENCY** shall ensure that approximately forty (40) clients will be given access to MAT services for opioid use and other substance use disorders per year. Additionally, the clients will have access to electronic methods (eServices) to meet their needs, as necessary.

#### 2. **Term of Agreement.**

- a. Carry forward funding for this Agreement associated with the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) under the Substance Abuse Service Expansion (SASE) grant award shall be retroactive to March 1, 2017. Carry forward funding will expire on February 28, 2018, as incorporated in Section 3a. The original Agreement will automatically renew under the same terms and conditions upon extension of grant funding or a new grant award.
- b. Grant funding for this Agreement associated with the U.S. Department of Health and Human Services, HRSA, AIMS award shall be effective retroactively to September 1, 2017, and expire February 28, 2019, as incorporated in Section 3a. This Agreement will automatically renew under the same terms and conditions upon extension of grant funding or a new grant award.
- c. Funding for this Agreement for MAT services for PCHP clients shall be retroactive

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to October 1, 2017. This funding is recurring from the period of October 1, 2017 until September 30, 2020, as incorporated in Section 3b. The respective Parties reserve the right to renew this agreement based on availability of funds in the Human Services' General Fund Budget and satisfactory performance.

3. Section 3 "Compensation" is hereby amended as follows:

- a. In the grant year dated March 1, 2017, through February 28, 2018, the **COUNTY** agrees to pay the **AGENCY** to provide expanded MAT services to Health Care for the Homeless Program clients the following:
  - i. The original contract amount of **THREE HUNDRED TWENTY FIVE THOUSAND AND NO/00 DOLLARS (\$325,000.00)** in SASE funding.
  - ii. **ONE HUNDRED SIXTY NINE THREE HUNDRED FORTY AND NO/00 DOLLARS (\$169,340.00)** in unspent carry forward SASE funding, and
  - iii. **NINETY NINE THOUSAND TWO HUNDRED EIGHTY TWO AND NO/00 DOLLARS (\$99,282.00)** in AIMS funding.
- b. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **TWO HUNDRED FOUR THOUSAND and NO/00 DOLLARS (\$204,000.00)** per fiscal year to provide PCHP clients with access to MAT services as is described in Section 1 of this Agreement.
- c. Reimbursement payments shall be made quarterly and the **COUNTY** shall forward reimbursement payments to the **AGENCY** for services. Reimbursement requests shall be signed by an authorized **AGENCY** representative, and accompanied by documentation including the cost of services provided, invoices, receipts, or copies

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of time slips or pay stubs which verify the services for which reimbursement is sought, where applicable. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within forty-five (45) days of the end of the quarter. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** will not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

- d. 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.
  - e. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments shall be withheld by the **COUNTY**.
  - f. Any grant funds officially approved under this grant by the U.S. Department of Health and Human Services HRSA as carry forward funds may be incorporated for expenditure in the corresponding grant year upon written confirmation by Human Services without the need to further amend this Agreement.
4. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

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

ATTEST:

**KEN BURKE**  
Clerk of Circuit Court

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Janet Long, Chairperson

Dated: \_\_\_\_\_, 2017

ATTEST:

By: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Operation PAR, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_  
Assistant County Attorney