

HUMAN SERVICES FUNDING AGREEMENT
FIFTH AMENDMENT

THIS FIFTH 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, FL 33781, hereinafter called the "**AGENCY**." The Parties hereby amend the HUMAN SERVICES FUNDING AGREEMENT (Agreement) between the **COUNTY** and **AGENCY** dated May 1, 2016, and amended November 28, 2017, January 22, 2019, February 21, 2020, and June 15, 2020, as follows:

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide local community mental health and substance use disorder 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 **COUNTY** has applied for and received additional grant funding from the Health Resources and Services Administration (hereinafter "HRSA" and/or "Grantor"); and

WHEREAS, the **COUNTY** and **AGENCY** have agreed to consolidate substance use program services funded by HRSA grant funding; and

WHEREAS, the **AGENCY** will comply with Uniform Guidance established under 45 C.F.R. §75 for HRSA grant awards; and

WHEREAS, **COUNTY** has received supplemental grant funding through the University of Baltimore under the Combating Opioid Overdose Through Community-level Intervention Initiative (COOCLI).

WHEREAS, pursuant to 45 CFR § 75.351 the **COUNTY** is responsible for determining whether the party receiving federal program funds provided by this grant is a subrecipient or contractor; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 75.351, 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** responds to critical needs within the community as a licensed, non-profit provider of substance use disorder services in the County where substance use services include counseling, medicated assisted treatment, and case management; and

NOW, THEREFORE, the parties hereto do mutually agree the Original Agreement is amended as follows:

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

2. Section 1, Specific Grant Information is hereby amended and restated to read:

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein: **Appendix A** contains the relevant Grant Applications, **Appendix B** contains the Program Budgets, **Appendix C** contains the Notice of Awards and Federal Award Identification Information, **Appendix D** contains Grant Funding Conditions including the Health Center Compliance Manual, HHS Grants Policy Statement, External Grants Policy Bulletin, Certification Regarding Lobbying; Drug-Free Workplace; and Debarment, Suspension, and

Other Responsibility Matters. As a requirement for submitting the Grant Application to Grantor, Grantee executed certifications and agree to conditions similar to those in the aforementioned Appendices.

45 C.F.R. § 75.352 (1) and 2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about the Grant be included in this Agreement. Such information, consistent with the accordant subsections under 45 C.F.R. § 75.352(a) and 2 C.F.R. § 200.331(a)(1), is specified in Appendix C attached hereto and incorporated by reference herein. Appendix A may be updated by **COUNTY** to maintain compliance with 45 C.F.R. § 75.352(a) as required by HRSA.

3. Section 2, Program Term, Compensation, & Scope is amended and restated to read:

a. HRSA Health Care for the Homeless Substance Use Program

- i. Term.** The Health Care for the Homeless (HCH) Substance Use Program shall run from March 1, 2016 through February 28, 2022. Consistent with the funding associated with HRSA grant award number H80CS00024. The term of this Agreement shall run concurrent with the terms, conditions, and extensions of grant funding under award number H80CS00024.
- ii. Compensation.** **COUNTY** agrees to pay **AGENCY** an annual amount not to exceed FIVE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$547,750.00) consistent with the HRSA Budget in Appendix B and the Scope of Services defined in this Section.

iii. Scope of Services.

- A.** AGENCY shall provide substance use services in support of the HRSA health center's patient targets consistent with Appendices A – D. AGENCY may modify staffing to better serve HCH clients as allowable by HRSA and approved by the COUNTY, in writing.
- B.** AGENCY shall meet monthly, or as requested by COUNTY, to provide program and performance outcome data updates.
- C.** AGENCY shall provide COUNTY with data quarterly, to complete HRSA mandated annual Uniform Data System (UDS) reporting
- D.** AGENCY shall maintain a credentialing and privileging process for licensed or certified staff providing services under this Agreement, as required by HRSA with privileging defined as: the process of authorizing a health care practitioner's specific scope and content of patient care services and credentialing defined as: the process of assessing and confirming the license or certification, education, training, and other qualifications of a licensed or certified health care practitioner as defined in Chapter 5: Clinical Staffing of the HRSA Health Center Compliance Manual included in Appendix D.

b. Low Income Pool (LIP) HCH Cost Share

- i. Term.** LIP funding shall run from September 1, 2018, through September 31, 2022. The respective Parties reserve the right to renew this Agreement based

on availability of funds in the Pinellas County Human Services' General Fund Budget and satisfactory performance by **AGENCY**.

- ii. **Compensation.** **COUNTY** agrees to pay **AGENCY** TWO HUNDRED SEVENTY THOUSAND Dollars (\$270,000.00) annually as cost share for the HCH Substance Use Program as described in the Scope of Services defined in this Section.

- iii. **Scope of Services**

- A. **AGENCY** shall utilize LIP funding to increase HCH client access to substance use services as approved by the **COUNTY** and consistent with Appendix B.
 - B. **AGENCY** shall meet monthly, or as requested by **COUNTY**, to provide program and performance outcome data updates.
 - C. **AGENCY** shall provide **COUNTY** with data quarterly, to complete HRSA mandated annual UDS reporting.
 - D. **AGENCY** shall maintain a credentialing and privileging process for licensed or certified staff providing services under this Agreement, as required by HRSA with privileging defined as: the process of authorizing a health care practitioner's specific scope and content of patient care services and credentialing defined as: the process of assessing and confirming the license or certification, education, training, and other qualifications of a licensed or certified health care practitioner as defined in Chapter 5: Clinical Staffing of the HRSA Health Center Compliance Manual included in Appendix D.

c. Pinellas County Health Program (PCHP) client Substance Use Services

- i. Term.** PCHP funding shall run from October 1, 2017, through September 30, 2022. 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 by **AGENCY**.
- ii. Compensation.** The **COUNTY** shall provide to **AGENCY** an annual amount not to exceed TWO HUNDRED FOUR THOUSAND DOLLARS (\$204,000.00) for PCHP substance use services as described in this Section.
- iii. Scope of Services.** **AGENCY** shall provide substance use services to clients participating in PCHP, the **AGENCY** shall ensure that approximately forty (40) PCHP clients will be given access to substance use 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.

d. Pinellas County Homeless Overdose Mitigation & Engagement (HOME) Program

- i. Term.** The HOME Program shall run from December 2, 2019, through August 31, 2021, consistent with the funding associated with the COOCLI Grant under grant award number G19990NDP06A.
- ii. Compensation.** The **COUNTY** shall provide to **AGENCY** an amount not to exceed ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED AND THIRTY-NINE Dollars for services described in the Scope of this section.

iii. Scope.

A. **AGENCY** shall hire two (2) part-time Case Managers to engage clients at locations of high overdose utilization. Case Managers will provide outreach, education, and linkages to treatment services to individuals at locations that experience a high frequency of overdoses in coordination with the Pinellas County Department of Health and consistent with the Grant Application attached hereto in Appendix A.

B. **AGENCY** shall purchase Narcan, Narcan wall boxes, to be installed at high frequency overdose locations, and educational materials.

- 4. Appendix A** containing Grant Applications and Program Synopsis, **Appendix B** containing Program Budgets, **Appendix C** containing Notice of Awards and Federal Award Identification Information, **Appendix D** containing Grant Funding Conditions are amended and restated as attached hereto and incorporated herein.
- 5.** Remaining sections of the Agreement shall be renumbered accordingly, including any references thereto.
- 6.** Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

SIGNATURE ON FOLLOWING PAGE

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 Director of Administrative Services,

By: Joe Lauro Dir Admin Svs
Joe Lauro

Date: 4-16-2021, 2021

Approved as to form: Matthew Tolnay - Assistant County Attorney

OPERATION PAR INC., a non-profit Florida corporation

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

Date: April 13, 2021

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