

**POLK COUNTY
FIRST AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT #20-144-IHC**

This First Amendment to Contract for Services ("First Amendment") by and between **Parkview Outreach Community Center, Inc.**, a Florida not-for-profit corporation ("PARKVIEW"), and Polk County, a political subdivision of the State of Florida ("COUNTY") is effective as of October 1, 2022, ("First Amendment Effective Date"). (PARKVIEW and COUNTY shall be referred to jointly as the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Contract for Services, which is effective from the 1st day of October, 2020, through September 30, 2023 (the Contract); and

WHEREAS, the Parties now desire to enter into this First Amendment for the purpose of increasing annual funding to provide for adding two part-time Medical Assistants, Electronic Medical Records, Psychiatric Services via telehealth, and Women's Health and for the purposes of extending the term of the Contract and modifying certain provisions of the Contract; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Contract;

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The term of the Contract is effective from October 1, 2020 through September 30, 2025 (the Contract).
3. Article II: FUNDING Section 2.1 is amended and restated as follows:
 - 2.1 The COUNTY agrees to pay PARKVIEW the budgeted amount not to exceed Two Hundred Fourteen Thousand One Hundred Twelve and no/100 dollars (\$214,112) annually as described in Exhibit D ("Budget") and pursuant to the procedures listed at ARTICLE III herein. Notwithstanding the foregoing or anything to the contrary contained herein, the COUNTY's obligation to pay the aforementioned amount is expressly contingent on annual appropriations being approved by the COUNTY's Board of County Commissioners of the referenced budgeted amount.
4. Article IV: REPORTING is amended to be REPORTING AND POLK HEALTHCARE PLAN REFERRALS and is amended to add the following sections:
 - 4.5 Polk HealthCare Plan Membership Referrals.
 - A. PARKVIEW shall request and obtain information from each individual who seeks Services from PARKVIEW sufficient for PARKVIEW to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, PARKVIEW shall assume the information an individual provides is accurate and true. If PARKVIEW determines an individual could qualify for Polk HealthCare Plan membership, then PARKVIEW shall electronically refer the individual to the COUNTY via the shared data information system.
 - B. PARKVIEW acknowledges its referral of potentially qualified individuals to the Polk HealthCare Plan is an integral part of the Contract consideration it provides the COUNTY.
 - 4.6 Reporting will be monitored for correct and timely submission as well as referrals to the Polk HealthCare Plan as part of the evaluation and monitoring process described in Article V below. If PARKVIEW would materially fail to comply with its Contract obligations, the COUNTY may seek the remedies stated in Article XV of this Contract.

5. Article V: EVALUATION AND MONITORING Section 5.1 is amended and restated as follows:

- 5.1 PARKVIEW agrees that the COUNTY will monitor and evaluate PARKVIEW's performance of its Contract activities as determined necessary by the COUNTY to include without limitation PARKVIEW's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating PARKVIEW is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. PARKVIEW agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as determined necessary by the COUNTY for purposes of monitoring and evaluation under this Contract and shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.

6. Article VIII: GENERAL PROVISIONS, is amended to add the following section:

8.6 Employment Eligibility Verification (E-Verify)

- A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:
1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
 2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
 3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
1. All persons employed by the Contractor to perform employment duties during the term of this contract; and
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.
- C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

7. Except as specifically set forth in this First Amendment, all the terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto duly execute this First Amendment effective the First Amendment Effective Date.

PARKVIEW OUTREACH COMMUNITY CENTER, INC.,
a Florida not-for-profit corporation

By: Roosevelt Thomas, Jr.
Roosevelt Thomas, Jr., Director

Date: 8/24/2022

POLK COUNTY, a political subdivision of the
State of Florida

By: _____
Dr. Martha Santiago, Chair

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney's Office

Beverly E Brown
Witness

Lizeth Almerika-Candelario
Witness

BUDGET

BUDGET FORM

Parkview Outreach Community Center

1205 Dr. Martin L. King Jr. Way

Haines City, FL 33844

To: Polk Co., a political subdivision of the State of Florida

Indigent Health Care

2135 Marshall Edwards Drive

Bartow, FL 33830

Agreement # 20-144-IHC

Category	Description	FTEs	Oct'22-Sept'23	Oct'23-Sept'24	Oct'24-Sept'25	Annual In-Kind Match
	Clinical Staff Salaries	1.51	\$ 92,430.00	\$ 92,430.00	\$ 92,430.00	\$ 330,417.44
	Administrative Staff Salaries	2.1	\$ 69,472.00	\$ 69,472.00	\$ 69,472.00	
	Fringe and Benefits	0.00%				
Personnel Total:			\$ 161,902.00	\$ 161,902.00	\$ 161,902.00	\$ 330,417.44
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 3,628.29	\$ 3,628.29	\$ 3,628.29	
	Staff Travel for Patient Services					
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	
	Conference/Training		\$ 1,365.20	\$ 1,365.20	\$ 1,365.20	
Program Direct Services Total:			\$ 21,993.49	\$ 21,993.49	\$ 21,993.49	\$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)		\$ 4,551.00	\$ 4,551.00	\$ 4,551.00	
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 2,902.71	\$ 2,902.71	\$ 2,902.71	
	Dues /Membership (subscriptions)		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
	Communication (telephone, internet, fax)		\$ 3,708.80	\$ 3,708.80	\$ 3,708.80	
	Utilities (water, electric, gas, sewer)		\$ 5,254.00	\$ 5,254.00	\$ 5,254.00	
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)		\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	
	Office Supplies (general office, computer and equipment <\$1,000)		\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	
	Other		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Operational Total:			\$ 30,216.51	\$ 30,216.51	\$ 30,216.51	\$ -
Grand Total:			\$ 214,112.00	\$ 214,112.00	\$ 214,112.00	\$ 330,417.44

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

BEVERLEY BROWN
 Authorized Representative Name and Title (Print)

Beverley E Brown APRN
 Authorized Representative Signature

8-24-22
 Date