

**POLK COUNTY**  
**SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION GRANT**  
**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT # 23-554-SAMHSA**

This First Amendment to Subrecipient Agreement (“First Amendment”) is made effective **September 30, 2024** (“First Amendment Effective Date”) by and between **Polk Vision, Inc.**, (“POLK VISION”) the “Subrecipient”, and Polk County, a political subdivision of the State of Florida (“COUNTY”), (POLK VISION and COUNTY shall be jointly referred to herein as the “Parties”).

**WITNESS TO:**

WHEREAS, SAMHSA delivered a Notice of Award, Award Number IH79FG000944-01 (the “Notice”), advising the COUNTY it had been awarded grant funds (the “Grant”) pursuant to the authority contained within Public Law 117-328, the Consolidated Appropriation Act, 2023 (the “Act”); and

WHEREAS, the Grant has been awarded to the COUNTY in accordance with and pursuant to the requirements, terms, and conditions of the Act, the Announcement, the approved Application, the Notice, and all other applicable federal laws, regulations, rules, policies, and guidance regarding or pertaining to the Grant (all, collectively, as each may be subsequently amended, revised, supplemented, or restated in whole or in part the “Grant Requirements”) which include without limitation the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards stated in 2 Code of Federal Regulations (CFR) Part 200 (inclusive of applicable 2024 revisions to Part 200) as codified by HHS at 45 CFR Part 75, HHS Grants Policy Statement, SAMHSA Additional Directives, and the Standard Terms and Conditions of the Grant for federal fiscal year 2023; and

WHEREAS, as the Grant recipient, the COUNTY is legally and financially responsible for all aspects of the Grant award to include funds provided to any subrecipients; and

WHEREAS, the Parties entered into that certain Agreement which is effective from the 1<sup>st</sup> day of October 2023 through September 29, 2024; and

WHEREAS, the Parties now desire to enter into this First Amendment for the purposes of extending the term of the Contract, increasing funding, and for the purposes of modifying the Scope of Services, Performance Objectives and certain provisions of the Contract; and

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

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The term of this Contract is effective October 1, 2023 through September 29, 2025.
3. Article II: FUNDING Section 2.1 is amended and restated as follows:
  - 2.1 In consideration for POLK VISION providing Services, the COUNTY will pay POLK VISION a total amount not to exceed One Hundred Fifty-Five Thousand Two Hundred Sixty-Two and no/100 Dollars (155,262) as described in the attached Exhibit D (“Budget”) and pursuant to the procedures listed at Article III herein. POLK VISION acknowledges that SAMHSA may perform an administrative review of the COUNTY’s financial management system. Funding may be restricted to the COUNTY in accordance with 45 CFR Part 75 / 2 CFR Part 200 as applicable. COUNTY’s obligation to pay the aforementioned amount is expressly contingent on good standing and the COUNTY’s ability to drawdown Grant funding.

4. Article II: FUNDING Section 2.3 is amended and restated as follows:
  - 2.3 POLK VISION acknowledges that the United States Government has provided all or a portion of the Grant funds. POLK VISION shall comply with all Grant Requirements applicable to a subrecipient of the Grant funds. Additionally, to fulfill certain federal requirements associated with the receipt of the Grant funds, POLK VISION shall comply with the applicable supplemental conditions attached hereto as Exhibit A and fully incorporated herein by reference, and will also execute and deliver to the COUNTY the certifications attached hereto as Attachment 1 and Attachment 2 to Exhibit A.
5. Article VIII: GENERAL PROVISIONS is amended to add the following sections:
  - 8.7 No Coercion for Labor or Services. Concurrently with its execution of this First Amendment, POLK VISION has executed an affidavit (Exhibit F) which has been signed by an officer or representative of POLK VISION under penalty of perjury attesting that POLK VISION does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Contract. POLK VISION shall provide the County the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.
  - 8.8 Foreign Country of Concern Attestation. Concurrently with its execution of this First Amendment, POLK VISION has executed an affidavit (Exhibit G) which has been signed by an officer or representative of POLK VISION under penalty of perjury attesting that POLK VISION does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Contract. POLK VISION shall provide the County the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.
6. Exhibit B SCOPE OF SERVICES is amended and replaced with the attached Exhibit B SCOPE OF SERVICES of this First Amendment.
7. Exhibit C PERFORMANCE OBJECTIVES is amended and replaced with the attached Exhibit C PERFORMANCE OBJECTIVES of this First Amendment.
8. Exhibit D BUDGET is amended and replaced with the attached Exhibit D BUDGET of this First Amendment.
9. Exhibit E INVOICE SAMPLE is amended and replaced with the attached Exhibit E INVOICE SAMPLE of this First Amendment.
10. Exhibit F No Coercion for Labor or Services Affidavit is incorporated in the Contract with the attached Exhibit F No Coercion for Labor or Services Affidavit of this First Amendment.
11. Exhibit G Foreign Country of Concern Affidavit is incorporated in the Contract with the attached Exhibit G Foreign Country of Concern Affidavit of this First Amendment.
12. Except as specifically set forth in this First Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE FIRST AMENDMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.**


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

**POLK VISION, INC.**

BY:   
Kim Long, Executive Director

DATE: 11/13/24

  
WITNESS

11/14/24   
WITNESS

**POLK COUNTY**, a political subdivision of the State of Florida

BY: \_\_\_\_\_  
T.R. Wilson, Chairman

DATE: \_\_\_\_\_

ATTEST: Stacy M. Butterfield, Clerk

BY: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency:

BY: \_\_\_\_\_  
County Attorney's Office

**SCOPE OF SERVICES**

Polk Vision, Inc. (Polk Vision) will lead and launch a public awareness campaign, “*Make it Okay*” to reduce the stigma of and raise awareness of mental health issues. The campaign will kick off with a Behavioral Health Summit in May of 2024 (National Mental Health Month) and continue through social media platforms, email blasts, paid ads, and paid billboard advertising.

At least 400 unduplicated individuals will attend the Polk County Behavioral Health Summit in May.

Polk Vision will also provide in-depth behavioral health training on the impacts of the digital and online world on child development relative to brain growth, cyber dangers, suicide, and human trafficking. Training will be provided to staff of Polk County Public Schools. Once trained, participants will be able to implement programmatic activities that will transfer acquired knowledge to students in grades K-12.



**PERFORMANCE OBJECTIVES**

- At least 400 unduplicated individuals will attend the Polk County Behavioral Health Summit May 2024.
- Social media Behavioral Health messaging will demonstrate at least a 10% engagement rate in one year.
- A minimum of 75 ancillary staff of Polk County Public Schools will be provided in-depth behavioral health training. Polk Vision will provide the COUNTY a copy of sign-in sheet(s) reflecting the number of Participants in attendance and including the Participants' Staff Title/Position and School/Employer.



BUDGET

Polk Vision, Inc.

To: Polk Co., a political subdivision of the State of Florida  
Indigent Health Care  
2135 Marshall Edwards Drive  
Bartow, FL 33830

Agreement # 23-554-SAMHSA

Category	Description	FTEs		Oct'23-Sept'25
	Staff Salaries	4	\$	54,026.00
	Fringe and Benefits	9.55%	\$	5,701.00
<b>Personnel Total:</b>			\$	<b>59,727.00</b>
	Travel		\$	2,750.00
	Supplies		\$	18,834.00
	Equipment		\$	-
	Indirect Charges		\$	-
	Other		\$	73,951.00
<b>Operational Total:</b>			\$	<b>95,535.00</b>
<b>Grand Total:</b>			\$	<b>155,262.00</b>

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 Community Health Care, Holly Vida, 2135 Marshall Edwards Drive, Bartow, FL 33830 or scanned color copy via email to hollyvida@polk-county.net

**INVOICE SAMPLE**



**Polk Vision, Inc.**

[Street Address]  
 [City, ST ZIP Code]

**Date:**  
**Invoice #:** [100]  
**Service Period:** [00-00-00 to 99-99-99]  
**Contract Number:** 23-554-SAMHSA

To: Polk Co., a political subdivision of the State of Florida  
 Indigent Health Care  
 2135 Marshall Edwards Drive  
 Bartow FL, 33830

Category	Description	Budget	Previously Invoiced	Current Invoice	To Date Total	Balance
<b>Personnel Total:</b>	Staff Salaries	\$ 54,026.00			\$ -	\$ 54,026.00
	Fringe and Benefits	\$ 5,701.00			\$ -	\$ 5,701.00
		<b>\$ 59,727.00</b>	\$ -	\$ -	\$ -	\$ 59,727.00
<b>Operational Total:</b>	Travel	\$ 2,750.00			\$ -	\$ 2,750.00
	Supplies	\$ 18,834.00			\$ -	\$ 18,834.00
	Equipment	\$ -			\$ -	\$ -
	Indirect Charges	\$ -			\$ -	\$ -
	Other	\$ 73,951.00			\$ -	\$ 73,951.00
<b>Grand Total:</b>		<b>\$ 155,262.00</b>	\$ -	\$ -	\$ -	\$ 155,262.00

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to, violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

\_\_\_\_\_  
 Authorized Name (Print)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

**NO COERCION FOR LABOR OR SERVICES AFFIDAVIT**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Kim N Long, Executive Director (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Polk Vision, Inc.

**NONGOVERNMENTAL ENTITY**

Kim N Long

**SIGNATURE**

Kim N Long

**PRINT NAME**

Executive Director

**TITLE**

11/13/24

**DATE**



**FOREIGN COUNTRY OF CONCERN AFFIDAVIT  
(PUR 1355)**

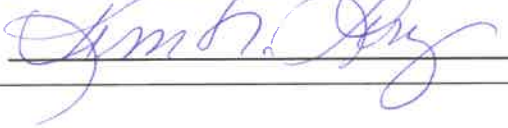
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Polk Vision, Inc. (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: Kim N Long

TITLE: Executive Director

SIGNATURE: 

DATE: 11/13/24

