

**POLK COUNTY
FIRST AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT #22-513-IHC**

This First Amendment to Contract for Services ("First Amendment") by and between the Tenth Judicial Circuit Court of Florida, for the benefit of the Behavioral Health Court Program ("BHC"), and Polk County, a political subdivision of the State of Florida ("COUNTY") is effective as of October 1, 2023, ("First Amendment Effective Date"). (BHC and COUNTY shall be referred to jointly as the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Contract for Services to provide case management services to defendants participating in the Behavioral Health Court Program; and

WHEREAS, the Parties now desire to enter into this First Amendment for the purposes of extending the term of the contract and increasing annual funding for an increase in salary and fringe; 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, 2022 through September 30, 2028.
3. Article II FUNDING Section 2.1 is amended as follows:

2.1 In consideration for BHC providing Services to Qualified Residents, the COUNTY will pay BHC a total amount not to exceed:

- A. Three Hundred Nineteen Thousand One Hundred Sixty-Four and no/100 Dollars (\$319,164) – October 1, 2023 to September 30, 2024
- B. Three Hundred Thirty-Five Thousand One Hundred Twenty-Two and no/100 Dollars (\$335,122) – October 1, 2024 to September 30, 2025
- C. Three Hundred Fifty-One Thousand Eight Hundred Seventy-Eight and no/100 Dollars (\$351,878) – October 1, 2025 to September 30, 2026
- D. Three Hundred Sixty-Nine Thousand Four Hundred Seventy-Two and no/100 Dollars (\$369,472) – October 1, 2026 to September 30, 2027
- E. Three Hundred Eighty-Seven Thousand Nine Hundred Forty-Six and no/100 Dollars (\$387,946) – October 1, 2027 to September 30, 2028

as described in the attached Exhibit E ("Budget") and pursuant to the procedures listed at ARTICLE III herein. Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY's obligation to pay the aforementioned amount is expressly contingent on approval by the COUNTY's Board of County Commissioners of the referenced budgeted amount.

4. Article VIII GENERAL PROVISIONS Section 8.3 is amended as follows:

8.3 Employment Eligibility Verification (E-Verify)

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

- B. Pursuant to Section 448.095 (5), Florida Statutes, the contractor hereto, and any subcontractor thereof must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Florida Statutes, is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "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 this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. 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 Agreement is terminated for a violation of Section 448.095, Florida Statutes, 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 Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

- 9 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.

**TENTH JUDICIAL CIRCUIT COURT OF
FLORIDA**

By: Nick Sudzina
Nick Sudzina, Trial Court Administrator

Date: 2/21/24

Cami Frasher
Witness
Meghen Bussler
Witness

POLK COUNTY, a political subdivision of the
State of Florida

By: _____
W. C. Braswell, Chairman

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney's Office

BUDGET
BUDGET FORM

Tenth Judicial Circuit Court of Florida
Behavioral Health Court
PO BOX 9000, Drawer J-102
Bartow, FL 33831

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow FL, 33805

Contract # 22-513-IHC

| Budget Line Item Category | Positions | Oct'23-Sept'24 | Oct'24-Sept'25 | Oct'25-Sept'26 | Oct'26-Sept'27 | Oct'27-Sept'28 |
|--|-----------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Administrative Staff Salaries | 1 | \$ 44,591.00 | \$ 46,821.00 | \$ 49,162.00 | \$ 51,620.00 | \$ 54,201.00 |
| Medical/Behavioral Health Staff Salaries | 3 | \$ 172,308.00 | \$ 180,923.00 | \$ 189,969.00 | \$ 199,467.00 | \$ 209,440.00 |
| Fringe and Benefits All Combined | | \$ 97,265.00 | \$ 102,128.00 | \$ 107,234.00 | \$ 112,596.00 | \$ 118,226.00 |
| Sub-Total: Personnel | | \$ 314,164.00 | \$ 329,872.00 | \$ 346,365.00 | \$ 363,683.00 | \$ 381,867.00 |
| Professional Services Fees (i.e. Accounting, legal, auditing, payroll fees, temporary labor) | | 5,000.00 | | | | |
| Sub-Total: General Operating | | \$ 5,000.00 | \$ - | \$ - | \$ - | \$ - |
| Grand Total: | | \$ 319,164.00 | \$ 329,872.00 | \$ 346,365.00 | \$ 363,683.00 | \$ 381,867.00 |

Any revisions to the budget line item categories must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned signed copy via email to ihcfiscal@polk-county.net

NICK SUDZINA, TRIAL COURT ADMINISTRATOR
Authorized Representative Name and Title (Print)


Authorized Representative Ink Signature Required

2/21/24
Date