

**POLK COUNTY
CONTRACT FOR SERVICES
CONTRACT # 20-219-IHC**

This Contract for Services (“Contract”) is made effective from **October 1, 2020** (“Effective Date”) to **September 30, 2023** by and between **Talbot House Ministries of Lakeland, Inc.**, a Florida not-for profit corporation (“TALBOT HOUSE”), and Polk County, a political subdivision of the State of Florida (“COUNTY”), (TALBOT HOUSE and COUNTY shall be jointly referred to herein as the “Parties”).

WHEREAS, the COUNTY and TALBOT HOUSE desire to enter into a Contract to allow for the provision of free health services for qualified Polk County residents at or below 200% of the Federal Poverty Level (“FPL”); and

WHEREAS, the Volunteer Health Care Provider Program (VHCPP) was created by the State of Florida to increase access to health care for uninsured and underserved Floridians and to increase the number of health care volunteers through the extension of state-sponsored sovereign immunity protection; and

WHEREAS, the TALBOT HOUSE is comprised of, or contracts with, one or more qualified volunteer health care professionals who participate in the Volunteer Health Care Provider Program, and

WHEREAS, the TALBOT HOUSE is capable and willing to provide, or arrange for the provision of, free health care services;

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

**ARTICLE I
SERVICE DELIVERY**

- 1.1 The recitals stated above are true, correct, and incorporated into this Contract.
- 1.2 TALBOT HOUSE shall undertake and perform all tasks and services as identified in the Scope of Services (“Services”) in Exhibit A, attached hereto and incorporated herein by reference, for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines.
- 1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.
- 1.4 Funding provided by the Contract shall be used to treat only Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-076, as it may be subsequently amended.

**ARTICLE II
FUNDING**

- 2.1 The COUNTY agrees to pay TALBOT HOUSE the budgeted amount not to exceed One Hundred Seventy-Five Thousand Two Hundred Thirty-Eight and no/100 dollars (\$175,238) 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.
- 2.2 If payment has been made to TALBOT HOUSE by the COUNTY for a Service not covered by this Contract, TALBOT HOUSE shall promptly refund such payment provided written notice of payment for such non-covered Service has been made by the COUNTY.
- 2.3 TALBOT HOUSE will make all efforts to acquire federal funding and any available state or local funding for its facility and operation in addition to that received by COUNTY.

ARTICLE III
PROCEDURES FOR INVOICING AND PAYMENT

- 3.1 TALBOT HOUSE shall deliver, or cause to be delivered, a quarterly invoice by utilizing an invoice on TALBOT HOUSE's letterhead in form and content similar to the form found in Exhibit E. Invoices will be submitted by the last calendar day of the month following the end of the quarter which is the subject of the report.
- A. The COUNTY may, at its discretion, inspect and copy any documents, records, and files retained by TALBOT HOUSE to verify accuracy of invoices and reports.
- 3.2 Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. Payments for Services will be made by the COUNTY to TALBOT HOUSE on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING

- 4.1 TALBOT HOUSE shall provide the COUNTY with the below Quarterly Reporting. All Quarterly Reporting is due by the last calendar day of the month following the end of each quarter.
- A. Performance Objectives Report (Exhibit B)
- B. Executive Summary (Exhibit C)
- C. VHCPP Report – TALBOT HOUSE will furnish to the COUNTY a copy of the VHCPP Report that TALBOT HOUSE provides to the Florida Department of Health.
- D. Summary of Services - TALBOT HOUSE will use the county-wide, COUNTY provided electronic shared data information system to determine and record client eligibility, track program data, services, and to utilize for purpose of sending eligibility referrals electronically to the Polk HealthCare Plan for potential membership. From the data entered into the shared data information system by the tenth (10th) day of the following month of each quarter, a Community Partner Summary of Services Report (CPQR) will be generated by the shared data information system for review and signature to signify agreement with the data reported.
- 4.2 TALBOT HOUSE shall provide the COUNTY with additional relevant information relating to the Services and/or program, upon request, as needed. To the extent possible, the COUNTY will specify what additional information it may need to be provided by TALBOT HOUSE at least ten (10) days before the information deadline imposed by the COUNTY. COUNTY will provide TALBOT HOUSE with information relevant to the shared data information system support and coordination upon request, as needed.
- 4.3 TALBOT HOUSE shall submit to the COUNTY an annual financial report and copies of any audits performed for its applicable fiscal year within thirty (30) calendar days of its issuance.
- 4.4 If TALBOT HOUSE is unable to submit any required reporting by the due date, TALBOT HOUSE shall notify the COUNTY in writing prior to the due date. The COUNTY may withhold payment in accordance with ARTICLE XV of this Contract until all required reporting has been submitted to the COUNTY by TALBOT HOUSE.

ARTICLE V
EVALUATION AND MONITORING

- 5.1 TALBOT HOUSE agrees that the COUNTY will carry out monitoring and evaluation of activities as determined necessary by the COUNTY. The continuation of this Contract is contingent upon satisfactory evaluation conclusion. Such monitoring and evaluation will be based on the terms of this Contract and

outcome measures. TALBOT HOUSE agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as is 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.

- 5.2 The COUNTY and TALBOT HOUSE hereby mutually agree to outcomes and performance goals identified in Exhibit B. TALBOT HOUSE will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.
- 5.3 TALBOT HOUSE gives the COUNTY, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Services provided under the terms of this Contract.

ARTICLE VI
FINANCIAL RESPONSIBILITY

- 6.1 TALBOT HOUSE shall keep and maintain all books, records, and documents pertaining to the Services and this Contract in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Contract and in accordance with Florida's Public Records Act.
- 6.2 TALBOT HOUSE shall provide for inspection, copying, and audit purposes (upon request) all files, records, and documents pertaining to the Services delivered and all related activities.
- 6.3 Any funds expended in violation of this Contract shall be refunded in full by TALBOT HOUSE to COUNTY from non-federal and non-state resources.

ARTICLE VII
ASSURANCES

- 7.1 TALBOT HOUSE agrees that it will comply with the following assurances:
 - A. TALBOT HOUSE agrees to comply with all applicable Federal, State, and County constitutions, laws, ordinances, codes and regulations now in effect and hereafter adopted in the performance of this Contract, including, without limitation, section 766.1115, Florida Statutes; Chapter 64I-2 of the Florida Administrative Code; Chapter 119, Florida Statutes; and section 286.011, Florida Statutes. The Bylaws and Policies and Procedures, and Articles of Incorporation of TALBOT HOUSE shall also regulate the program operation of TALBOT HOUSE. Any conflict or inconsistency between the Federal, State, or County guidelines and regulations, TALBOT HOUSE's corporate governance documents, and this Contract shall be resolved in favor of the most restrictive regulations.
 - B. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which TALBOT HOUSE receives Federal financial assistance.
 - C. TALBOT HOUSE shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.
 - D. TALBOT HOUSE shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, TALBOT HOUSE shall disclose such situations to the COUNTY and the County Attorney's Office for review.
 - E. In accordance with the Drug Free Workplace Act of 1988, TALBOT HOUSE certifies that it has a policy designed to ensure that TALBOT HOUSE's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

- F. TALBOT HOUSE certifies compliance with Paragraph (2)(a) of Section 287.133 Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." TALBOT HOUSE acknowledges that this Contract shall be void if they have violated the above-referenced statute. Additionally, TALBOT HOUSE shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.
- G. As a covered entity, TALBOT HOUSE warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the provisions of the Privacy Rule, Security Rules adopted by the Department of Health and Human Services ("HHS"), the Health Information Technology for Economic and Clinical Health Act of 2009, as amended ("HITECH Act"), and the Florida Information Protection Act of 2014, as amended ("FIPA"). TALBOT HOUSE further agrees that it shall restrict disclosure or usage of Protected Health Information ("PHI") it obtains or creates through its association with the COUNTY to the exclusive purposes established by this Contract.
- H. To the extent TALBOT HOUSE dispenses medicinal drugs, TALBOT HOUSE assures that its practitioners shall comply with and be subject to all laws and rules applicable to pharmacists and pharmacies, including, without limitation, Chapters 465, 499 and 893, Florida Statutes, and all federal laws and federal regulations.

ARTICLE VIII
GENERAL PROVISIONS

- 8.1 As applicable, TALBOT HOUSE agrees to abide by the provision of Section 112.3135, Florida Statutes, pertaining to Restriction on Employment of Relatives, Chapter 119, Florida Statutes, pertaining to Public Records, and Section 286.011, Florida Statutes, pertaining to Public Business in their performance under this Contract.
- 8.2 Public Meetings and Records.
 - A. TALBOT HOUSE acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. TALBOT HOUSE further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, TALBOT HOUSE shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
 - B. Without in any manner limiting the generality of the foregoing, to the extent applicable, TALBOT HOUSE acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. keep and maintain public records required by the COUNTY to perform the Services required under this Contract;
 - 2. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if TALBOT HOUSE does not transfer the records to the COUNTY; and
4. upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of TALBOT HOUSE or keep and maintain public records required by the COUNTY to perform the service. If TALBOT HOUSE transfers all public records to the COUNTY upon completion of this Contract, TALBOT HOUSE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TALBOT HOUSE keeps and maintains public records upon completion of this Contract, TALBOT HOUSE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF TALBOT HOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TALBOT HOUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

- 8.3 The entire Contract between the Parties and its corresponding Exhibits are set forth herein and contained within this document and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 8.4 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.
- 8.5 All notices required by this Contract shall be in writing.

**ARTICLE IX
CONFLICT OF INTEREST**

- 9.1 No person who is an employee, agent, consultant, officer, or appointed official of TALBOT HOUSE and who is in a position to participate in a decision making process or gain inside information with regard to activities relevant to the terms of this Contract, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or Contract with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

**ARTICLE X
INDEMNIFICATION**

- 10.1 TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs, and judgments of every

kind and description to which the COUNTY, its agents or employees, may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence, or fault of TALBOT HOUSE or its qualified physicians committed in connection with this Contract, TALBOT HOUSE's performance hereof, or any work performed hereunder. TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agents and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs of judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County, or City law, ordinance, or regulation by TALBOT HOUSE or its agents and employees. Funds made available pursuant to this Contract shall not be used by TALBOT HOUSE for the purpose of initiating or pursuing litigation against the COUNTY.

- 10.2 TALBOT HOUSE agrees to continually provide insurance, at least to the extent and coverage amounts described in ARTICLE XI below. Prior to the execution of the Contract, TALBOT HOUSE shall furnish the COUNTY with written verification of the existence of such insurance coverage in accordance with Section 11.2, below.
- 10.3 If any of the TALBOT HOUSE's health care professionals are provided sovereign immunity under the State of Florida's Volunteer Health Care Provider Program, then the TALBOT HOUSE shall maintain all documents necessary to evidence such sovereign immunity.

ARTICLE XI
INSURANCE

- 11.1 TALBOT HOUSE shall maintain at all times the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amount of coverage not less than those set forth below:
 - A. Workers' Compensation -- in compliance with State and Federal laws.
 - B. Comprehensive General Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:
 - 1. Premises and Operations; and
 - 2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverages.
 - C. Independent Contractors (if applicable) -- Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.
 - D. Medical Professional Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and personal injury and errors and omissions resulting from any one occurrence.
- 11.2 TALBOT HOUSE shall provide to the COUNTY a copy of the Certificate of Insurance to evidence such coverage prior to commencement of work under the terms of this Contract. Such Certificate of Insurance shall provide that there shall be no termination, non-renewal modification, or expiration of such coverage except with forty-five (45) calendar days prior written notice to the COUNTY.
- 11.3 The COUNTY shall be named as an additional insured on all policies related to the activities carried under the terms of this Contract, excluding Workers' Compensation. Waiver of subrogation applies in favor of the COUNTY with regards to General Liability and Employers Liability.
- 11.4 All insurance coverage shall be written with a firm having an A.M. Best Rating of at least the A category and size category of VIII.

- 11.5 In the event of any failure by TALBOT HOUSE to comply with the provisions, the COUNTY may, at its option, on notice to TALBOT HOUSE suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at TALBOT HOUSE's expense, provided that the COUNTY shall have no obligation to do so. TALBOT HOUSE shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- 11.6 TALBOT HOUSE shall provide property insurance for all property in an amount satisfactory to the COUNTY. TALBOT HOUSE shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by TALBOT HOUSE to its contractors.

ARTICLE XII
MODIFICATION

- 12.1 The COUNTY may, at its discretion and upon provision of proper notice to TALBOT HOUSE amend this Contract to conform to changes in Federal, State, and/or County guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Contract.
- 12.2 No modification to this Contract shall be binding on either party unless in writing and signed by both parties.

ARTICLE XIII
APPLICABLE LAWS AND COURTS

- 13.1 The COUNTY and TALBOT HOUSE agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, Florida.

ARTICLE XIV
NOTICES

- 14.1 The COUNTY and TALBOT HOUSE agree that any notice, demand, or communication required to be given hereunder shall be written, addressed, and delivered to the party for whom it is intended at the following address:

**TALBOT HOUSE MINISTRIES OF
LAKELAND, INC.:**
Brenda Reddout, Executive Director
Talbot House Ministries of Lakeland, Inc.
814 Kentucky Avenue
Lakeland, FL 33801

COUNTY:
Paula McGhee, Provider Services Manager
Health and Human Services
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be effective upon receipt or upon refusal to accept receipt. Notices must be (i) personally delivered; (ii) sent by recognized expedited delivery service; or (iii) mailed, via registered or certified United States mail, postage prepaid with return receipt requested.

ARTICLE XV
SUSPENSION AND TERMINATION

- 15.1 Remedies for Non-compliance: If TALBOT HOUSE materially fails to comply with any term of this Contract, or of any Federal, State, County, or other local law, or any County policy, or any other applicable rule or regulation, then the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
 - A. Temporarily withhold cash payments pending correction of the deficiency by TALBOT HOUSE or pending more severe enforcement action by the COUNTY.
 - B. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

- C. Wholly or partly suspend or terminate the Contract.
 - D. Withhold further funding under this Contract.
 - E. Withhold payment for all Services provided for under this Contract in the event that:
 - 1. Treatment is not being provided according to State guidelines and regulations;
 - 2. There is evidence of unsafe or unethical conditions, which may place the health and safety of any client at risk;
 - 3. The assurances contained herein are determined by the COUNTY to be false; or
 - 4. The provisions of this Contract are not being adhered to.
 - F. Take other legal or equitable remedies that may be available.
- 15.2 Hearings Appeals: In taking an enforcement action listed in Section 15.1 or any other provision of the Contract, the COUNTY will provide TALBOT HOUSE an opportunity for such hearing, appeal, or other administrative proceeding to which the COUNTY or TALBOT HOUSE is entitled to under any statute or regulation applicable to the action involved.
- 15.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by TALBOT HOUSE in clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of said suspension or termination or subsequently. Other TALBOT HOUSE costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- A. The costs result from obligations which were properly incurred by TALBOT HOUSE before the effective date of suspension or termination and not in anticipation of it, or the costs, in case of termination, which are non-cancelable; and
 - B. The costs would be allowable if the award was not suspended or if said award expired normally at the end of the funding period in which the termination takes effect.
- 15.4 Termination for Convenience: At any time during the term of this Contract, this Contract may be terminated, in whole or in part, for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination. In the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 15.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the COUNTY if TALBOT HOUSE is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of COUNTY if TALBOT HOUSE is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract as of the Effective Date.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.,
a Florida not-for-profit corporation

POLK COUNTY, a political subdivision of the
State of Florida

BY: Brenda Reddout
Brenda Reddout, Executive Director

BY: W.C. Braswell
W.C. Braswell, Commissioner ~~Chair~~

DATE: 22 July 2020

DATE: 8/18/2020
↓ SL

Deborah Vantrease
Witness

ATTEST: Stacy M. Butterfield, Clerk

BY: Alison Holland
Deputy Clerk



Reviewed as to Form:

BY: Ben Norrath
County Attorney alt-u

Dorothy Hurst-Jedrow
Witness

SCOPE OF SERVICES

TALBOT HOUSE will provide volunteer primary care and specialty care for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines. TALBOT HOUSE is a volunteer provider program and has no obligation to provide services to those who do not meet the eligibility criteria and/or if the services needed are not available or within the Scope of Services.

TALBOT HOUSE will:

- Coordinate a volunteer provider network to provide primary care, and when available, specialty care, ancillary and diagnostic services to include, but not be limited to, radiology, laboratory testing, and pharmacy services,
- Recruit health care providers who have an active license from the appropriate licensing agency of the State of Florida to provide health and wellness related services,
- Provide diabetic patients with a treatment plan,
- Refer patients with a documented Body Mass Index (BMI) or diabetes to nutrition and/or diabetic education classes as needed,
- Screen all patients for tobacco use and provide cessation advice,
- Refer potentially eligible patients to the Polk HealthCare Plan.

PERFORMANCE OBJECTIVES

Performance Objectives
Talbot House Ministries of Lakeland, Inc.

FY _____

Performance Goal	Fiscal Target	Quarter 1 Value	Quarter 2 Value	Quarter 3 Value	Quarter 4 Value	Fiscal YTD Value
Percent of clients verified as Polk County residents utilizing a Declaration of Domicile Form	<30%					
Percent of clients with documented BMI below 18.5 or greater than 24.9 who are referred to nutrition education classes	100%					
Percent of clients with diabetes who are referred to nutrition and/or diabetic education classes	100%					
Percent of clients screened for tobacco use	100%					

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Partner Name

Period of Report From _____ to _____

Please answer the below questions based on your organizations activity during the quarter reported.

I. Services Provided

Have you been able to offer new specialty services? Yes No

Comments: _____

Did you stop or have an interruption offering any services? Yes No

Reason: _____

Have you started a new health program? Yes No

Comments: _____

Do you see a need in the population served for a specific service you do not currently provide? Yes No

Comments: _____

II. Service Hours / Days

List days and hours clinic is open to the public: _____

Comments: _____

III. Personnel

Have you had a change in staffing of key personnel? Yes No

Comments: _____

IV. Funding

Federal Funding: _____

State Funding: _____

County Funding (other than IHC funding): _____

Municipal Funding: _____

Private Funding: _____

Donations: (monies, pharmaceuticals, eyeglasses, labs, x-rays, equipment, etc.) _____

Fund Raisers\Events Earnings: _____

Total Additional Funding:

Are you actively applying for other grants? Yes No

Are you actively planning/organizing any fund raising events? Yes No

V. Additional Comments

BUDGET TEMPLATE
BUDGET FORM

Talbot House Ministries of Lakeland, Inc.
814 North Kentucky Avenue
Lakeland, FL 33801

MEDICAL

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

Agreement # 20-219-IHC

Category	Description	FTE's	Oct'20-Sept'21	Oct'21-Sept'22	Oct'22-Sept'23	Annual
			Award Year 1	Award Year 2	Award Year 3	In- Kind Match
	Clinical Staff Salaries	4	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ -
	Administrative Staff Salaries	2	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ -
	Fringe and Benefits		\$ 16,200.00	\$ 16,200.00	\$ 16,200.00	\$ -
Personnel Total:			\$ 97,200.00	\$ 97,200.00	\$ 97,200.00	\$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 17,438.00	\$ 17,438.00	\$ 17,438.00	\$ 805,243.00
	Staff Travel for Patient Services		\$ -	\$ -	\$ -	\$ -
	Subcontractor Fees (Medical procedures, screenings, labs, X-rays)		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -
	Conference/Training		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
Program Direct Services Total:			\$ 22,938.00	\$ 22,938.00	\$ 22,938.00	\$ 805,243.00
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					\$ -
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ -
	Dues /Membership (subscriptions)					\$ -
	Communication (telephone, internet, fax)					\$ -
	Utilities (water, electric, gas, sewer)					\$ -
	Rentals/Leases (building, land, for admin offices)					\$ -
	Maintenance/Repairs (of office space)					\$ -
	Office Supplies (general office, computer and equipment <\$1,000)		\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
	Medical Software		\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ -
Operational Total:			\$ 16,700.00	\$ 16,700.00	\$ 16,700.00	\$ -
Grand Total:			\$ 136,838.00	\$ 136,838.00	\$ 136,838.00	\$ 805,243.00

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

Brenda C. Reddout, Executive Director

Authorized Representative Name and Title (Print)



Authorized Representative Signature

28-May-20

Date

BUDGET TEMPLATE

BUDGET FORM

Talbot House Ministries of Lakeland, Inc.

814 North Kentucky Avenue
Lakeland, FL 33801

DENTAL

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

Agreement #

Category	Description	FTE's	Oct'20-Sept'21	Oct'21-Sept'22	Oct'22-Sept'23	Annual
			Award Year 1	Award Year 2	Award Year 3	In-Kind Match
Personnel Total:	Clinical Staff Salaries	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -
	Administrative Staff Salaries	0				\$ -
	Fringe and Benefits		\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
			\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 50,539.00
	Staff Travel for Patient Services *					
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)					
	Conference/Training					
Program Direct Services Total:			\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 50,539.00
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					\$ -
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 400.00	\$ 400.00	\$ 400.00	\$ -
	Dues /Membership (subscriptions)					\$ -
	Communication (telephone, internet, fax)					\$ -
	Utilities (water, electric, gas, sewer)					\$ -
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)					
	Office Supplies (general office, computer and equipment <\$1,000)					
	Other:					
Operational Total:			\$ 400.00	\$ 400.00	\$ 400.00	\$ -
Grand Total:			\$ 38,400.00	\$ 38,400.00	\$ 38,400.00	\$ 50,539.00

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 lhfiscal@polk.county.net

Brenda C. Reddout, Executive Director

Authorized Representative Name and Title (Print)



Authorized Representative Signature

28-May-20

Date

INVOICE SAMPLE



[Your Company Name]
[Street Address]
[City, ST ZIP Code]

Date: June 22, 2020
Invoice #: 1100
Service Period: 00-00-00 to 99-99-99
Contract Number: 99-999-99C

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Barrow FL 33605

Category	Description	Budget	Invoice				YTD Total	Balance
			1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
Personnel Total:	Clinical Staff Salaries, Fringe and Benefits	\$ -					\$ -	\$ -
	Administrative Staff Salaries	\$ -					\$ -	\$ -
	Fringe and Benefits	\$ -					\$ -	\$ -
Personnel Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Program Direct Services Total:	Direct Services to Patients (medical services/supplies, medications, etc.)	\$ -					\$ -	\$ -
	Staff Travel for Patient Services	\$ -					\$ -	\$ -
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)	\$ -					\$ -	\$ -
	Conference/Training	\$ -					\$ -	\$ -
	Program Direct Services Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Operational Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

I certify the above to be accurate and in agreement with this agency's record and with the terms of this agreement. Additionally, I certify that any reports accompanying this invoice are true and correct reflection of this period's activities, as stipulated by this agreement.

Authorized Name (Print) _____

Title _____

Authorized Signature _____

Date _____

STATE OF FLORIDA
COUNTY OF _____

Personally known: _____
OR Produced Identification: _____
Identification Produced: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

	Print Name of Notary Public _____
	Signature of Notary Public _____
	Date _____

(Seal)

**POLK COUNTY
FIRST AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT #20-219-IHC**

This First Amendment to Contract for Services ("First Amendment") by and between **Talbot House Ministries of Lakeland, Inc.**, a Florida not-for-profit corporation ("TALBOT HOUSE"), and Polk County, a political subdivision of the State of Florida ("COUNTY") is effective as of April 1, 2022, ("First Amendment Effective Date"). (TALBOT HOUSE 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 (the Contract); and

WHEREAS, the Parties now desire to enter into this First Amendment for the purposes of a one-time allowance of reimbursement for the purchase of capital expenditures for TALBOT HOUSE's dental program and for purposes of 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 fourth 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. Exhibit D Budget Template is replaced with the attached Exhibit D.
3. 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.

4. 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.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.,
a Florida not-for-profit corporation

By: Brenda Reddout
Brenda Reddout, Executive Director

Date: 22 July 2022

Deborah Robinson
Witness
Barbara H. Chance
Witness

POLK COUNTY, a political subdivision of the
State of Florida

By: Martha Santiago
Dr. Martha Santiago, Chair

Date: 8/2/22



ATTEST: Stacy M. Butterfield, Clerk 148

By: Thison Helland
Deputy Clerk

Approved as to form and legal sufficiency:

By: Ben Duvette
County Attorney's Office

BUDGET TEMPLATE
BUDGET FORM

TALBOT HOUSE MINISTRIES

MEDICAL

814 North Kentucky Avenue
Lakeland FL 33801

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

Agreement # 20-219-IHC

Category	Description	FTE's	Year			Annual In-Kind Match
			Year 1 Oct'20-Sept'21	Year 2 Oct'21-Sept'22	Year 3 Oct'22-Sept'23	
	Clinical Staff Salaries		\$ 59,000.00	\$ 63,000.00	\$ 59,000.00	
	Administrative Staff Salaries		\$ 22,000.00	\$ 19,000.00	\$ 22,000.00	
	Fringe and Benefits		\$ 16,200.00	\$ 14,700.00	\$ 16,200.00	
Personnel Total:			\$ 97,200.00	\$ 96,700.00	\$ 97,200.00	\$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 17,438.00	\$ 2,388.00	\$ 17,438.00	\$ 805,243.00
	Staff Travel for Patient Services					
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		\$ 3,000.00	\$ 750.00	\$ 3,000.00	
	Conference/Training		\$ 2,500.00	\$ 268.00	\$ 2,500.00	
Program Direct Services Total:			\$ 22,938.00	\$ 3,406.00	\$ 22,938.00	\$ 805,243.00
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 1,700.00	\$ 1,146.00	\$ 1,700.00	
	Dues /Membership (subscriptions)					
	Communication (telephone, internet, fax)					
	Utilities (water, electric, gas, sewer)					
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)					
	Office Supplies (general office, computer and equipment <\$1,000)		\$ 6,000.00		\$ 6,000.00	
	Other:		\$ 9,000.00		\$ 9,000.00	
Operational Total:			\$ 16,700.00	\$ 1,146.00	\$ 16,700.00	\$ -
Grand Total:			\$ 136,838.00	\$ 101,252.00	\$ 136,838.00	\$ 805,243.00

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

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C. Reddout
Authorized Representative Signature

22 July 20
Date

BUDGET TEMPLATE

BUDGET FORM

TALBOT HOUSE MINISTRIES

DENTAL

814 North Kentucky Avenue
Lakeland FL 33801

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

Agreement # 20-219-IHC

Category	Description	FTE's	Year			Annual In- Kind Match
			Oct'20-Sept'21	Oct'21-Sept'22	Oct'22-Sept'23	
	Clinical Staff Salaries	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	
	Administrative Staff Salaries	0				
	Fringe and Benefits		\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
Personnel Total:			\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 50,539.00
	Staff Travel for Patient Services					
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)					
	Conference/Training					
Program Direct Services Total:			\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 50,539.00
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 400.00	\$ -	\$ 400.00	
	Dues /Membership (subscriptions)					
	Communication (telephone, internet, fax)					
	Utilities (water, electric, gas, sewer)					
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)					
	Office Supplies (general office, computer and equipment <\$1,000)					
	Other:					
Operational Total:			\$ 400.00	\$ -	\$ 400.00	\$ -
	Equipment >= \$1,000.00			\$ 35,986.00		
Capital Total:			\$ -	\$ 35,986.00	\$ -	\$ -
Grand Total:			\$ 38,400.00	\$ 73,986.00	\$ 38,400.00	\$ 50,539.00

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

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C. Reddout
Authorized Representative Signature

22 July 22
Date

**POLK COUNTY
SECOND AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT #20-219-IHC**

This Second Amendment to Contract for Services (“Second Amendment”) by and between **Talbot House Ministries of Lakeland, Inc.**, a Florida not-for-profit corporation (“TALBOT HOUSE”), and Polk County, a political subdivision of the State of Florida (“COUNTY”) is effective as of October 1, 2022, (“Second Amendment Effective Date”). (TALBOT HOUSE 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 (the Contract); and

WHEREAS, the Parties entered into the First Amendment for the purposes of a one-time allowance of reimbursement for the purchase of capital expenditures for TALBOT HOUSE’s dental program and for purposes of modifying certain provisions of the Contract; and

WHEREAS, the Parties now desire to enter into this Second Amendment 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. Exhibit D Budget is amended to include the attached Exhibit D for the extended term of the Contract.
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. TALBOT HOUSE shall request and obtain information from each individual who seeks Services from TALBOT HOUSE sufficient for TALBOT HOUSE to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, TALBOT HOUSE shall assume the information an individual provides is accurate and true. If TALBOT HOUSE determines an individual could qualify for Polk HealthCare Plan membership, then TALBOT HOUSE shall electronically refer the individual to the COUNTY via the shared data information system.
 - B. TALBOT HOUSE 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 TALBOT HOUSE 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 TALBOT HOUSE agrees that the COUNTY will monitor and evaluate TALBOT HOUSE's performance of its Contract activities as determined necessary by the COUNTY to include without limitation TALBOT HOUSE's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating TALBOT HOUSE is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. TALBOT HOUSE 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. Except as specifically set forth in this Second 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 Second Amendment effective the Second Amendment Effective Date.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.,
a Florida not-for-profit corporation

By: Brenda Reddout
Brenda Reddout, Executive Director

Date: 7 Sept 2022

Maria M. Cross
Witness

Barbara H. Chance
Witness

POLK COUNTY, a political subdivision of the
State of Florida

By: Dr. Martha Santiago
Dr. Martha Santiago, Chair

Date: 9/20/22

ATTEST: Stacy M. Butterfield, Clerk

By: Atison Helland
Deputy Clerk

Approved as to form and legal sufficiency:

By: Ann Namethy
County Attorney's Office



BUDGET
BUDGET FORM

TALBOT HOUSE MINISTRIES

814 North Kentucky Avenue
Lakeland, FL 33801

MEDICAL

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

Agreement # 20-219-IHC

Category	Description	FTEs	Oct'23-Sept'24	Oct'24-Sept'25	Annual In-Kind Match
	Clinical Staff Salaries		\$ 65,000.00	\$ 65,000.00	
	Administrative Staff Salaries		\$ 25,000.00	\$ 25,000.00	
	Fringe and Benefits	18%	\$ 16,200.00	\$ 16,200.00	
Personnel Total:			\$ 106,200.00	\$ 106,200.00	\$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 3,000.00	\$ 3,000.00	\$ 839,124.00
	Staff Travel for Patient Services		\$ 500.00	\$ 500.00	
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		\$ 2,500.00	\$ 2,500.00	
	Conference/Training		\$ 1,500.00	\$ 1,500.00	
Program Direct Services Total:			\$ 7,500.00	\$ 7,500.00	\$ 839,124.00
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)		\$ 1,000.00	\$ 1,000.00	
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 1,500.00	\$ 1,500.00	
	Dues /Membership (subscriptions)		\$ 500.00	\$ 500.00	
	Communication (telephone, internet, fax)		\$ 1,000.00	\$ 1,000.00	
	Utilities (water, electric, gas, sewer)		\$ 1,000.00	\$ 1,000.00	
	Rentals/Leases (building, land, for admin offices)		\$ 2,500.00	\$ 2,500.00	
	Maintenance/Repairs (of office space)		\$ 10,000.00	\$ 10,000.00	
	Office Supplies (general office, computer and equipment <\$1,000)		\$ 1,500.00	\$ 1,500.00	
	Other:		\$ 4,138.00	\$ 4,138.00	
Operational Total:			\$ 23,138.00	\$ 23,138.00	\$ -
Grand Total:			\$ 136,838.00	\$ 136,838.00	\$ 839,124.00

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 ihfiscal@polk-county.net

Brenda C. Raddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C. Raddout
Authorized Representative Signature

7 Sept 2022
Date

BUDGET
BUDGET FORM

TALBOT HOUSE MINISTRIES

DENTAL

814 North Kentucky Avenue
Lakeland, FL 33801

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

Agreement # 20-219-IHC

Category	Description	FTEs	Oct'23-Sept'24	Oct'24-Sept'25	Annual In-Kind Match
	Clinical Staff Salaries		\$ 30,000.00	\$ 30,000.00	
	Administrative Staff Salaries				
	Fringe and Benefits	18%	\$ 6,000.00	\$ 6,000.00	
Personnel Total:			\$ 36,000.00	\$ 36,000.00	\$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 2,400.00	\$ 2,400.00	\$ 52,658.10
	Staff Travel for Patient Services				
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)				
	Conference/Training				
Program Direct Services Total:			\$ 2,400.00	\$ 2,400.00	\$ 52,658.10
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)				
	Insurance/License (Liability, auto, workers comp and professional licensing)				
	Dues /Membership (subscriptions)				
	Communication (telephone, internet, fax)				
	Utilities (water, electric, gas, sewer)				
	Rentals/Leases (building, land, for admin offices)				
	Maintenance/Repairs (of office space)				
	Office Supplies (general office, computer and equipment <\$1,000)				
	Other:				
Operational Total:			\$ -	\$ -	\$ -
Grand Total:			\$ 38,400.00	\$ 38,400.00	\$ 52,658.10

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

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C. Reddout
Authorized Representative Signature

7 Sept 23
Date

**POLK COUNTY
THIRD AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT # 20-219-IHC**

This Third Amendment to Contract for Services ("Third Amendment") is made effective May 1, 2024 ("First Amendment Effective Date") to September 30, 2025 by and between Talbot House Ministries of Lakeland, Inc., ("TALBOT HOUSE"), and Polk County, a political subdivision of the State of Florida ("COUNTY"), (TALBOT HOUSE and COUNTY shall be jointly referred to herein as the "Parties").

WITNESS TO:

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

WHEREAS, the Parties entered into the First Amendment for the purposes of a one-time allowance of reimbursement for the purchase of capital expenditures for TALBOT HOUSE's dental program and for purposes of modifying certain provisions of the Contract; and

WHEREAS, the Parties entered into the Second Amendment for the purposes of extending the term of the Contract and modifying certain provisions of the Contract; and

WHEREAS, the Parties now desire to enter into this Third Amendment for the purposes of a one-time allowance of reimbursement for the purchase of capital expenditures for TALBOT HOUSE's medical program and for purposes of 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 Parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article VIII GENERAL PROVISIONS Section 8.6 is amended and replaced 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.

3. Article XIV NOTICES is amended to update the contact person for Talbot House as follows:

Talbot House Ministries of Lakeland, Inc.:
Maria Cruz, Executive Director

4. Exhibit D Budget is amended and replaced to the attached Exhibit D Budget of this Third Amendment.

5. Except as specifically set forth in this Third Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto duly execute this Third Amendment as of the Third Amendment Effective Date.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.
a Florida not-for-profit corporation

By: Maria Cruz
Maria Cruz, Executive Director

Date: 6/4/24

Morgan Ford
Witness

Virginia Bermeo
Witness

POLK COUNTY, a political subdivision of the State of Florida

By: William D. Beasley
William D. Beasley, County Manager

Date: 6/21/2024

ATTEST: Stacy M. Butterfield, Clerk

By: Alison Brown
Deputy Clerk



Approved as to form and legal sufficiency:

By: Thomas Daulton
County Attorney's Office

BUDGET

BUDGET FORM

TALBOT HOUSE MINISTRIES

MEDICAL

814 North Kentucky Avenue
Lakeland, FL 33801

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

Agreement # 20-219-IHC

Category	Description	FTEs	Oct'23-Sept'24	Oct'24-Sept'25	Annual
					In-Kind Match
	Clinical Staff Salaries		\$ 59,000.00	\$ 59,000.00	
	Administrative Staff Salaries		\$ 22,000.00	\$ 22,000.00	
	Fringe and Benefits	18%	\$ 16,200.00	\$ 16,200.00	
Personnel Total:			\$ 97,200.00	\$ 97,200.00	\$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 17,438.00	\$ 17,438.00	
	Staff Travel for Patient Services		\$ -	\$ -	
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		\$ 3,000.00	\$ 3,000.00	
	Conference/Training		\$ 2,500.00	\$ 2,500.00	
Program Direct Services Total:			\$ 22,938.00	\$ 22,938.00	\$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)		\$ -	\$ -	
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 1,700.00	\$ 1,700.00	
	Dues /Membership (subscriptions)		\$ -	\$ -	
	Communication (telephone, internet, fax)		\$ -	\$ -	
	Utilities (water, electric, gas, sewer)		\$ -	\$ -	
	Rentals/Leases (building, land, for admin offices)		\$ -	\$ -	
	Maintenance/Repairs (of office space)		\$ -	\$ -	
	Office Supplies (general office, computer and equipment <\$1,000)		\$ 6,000.00	\$ 6,000.00	
	Other:		\$ 6,603.03	\$ 9,000.00	
Operational Total:			\$ 14,303.03	\$ 16,700.00	\$ -
	Equipment >= \$1,000.00		\$ 2,396.97	XXXXXXXX	
Capital Total:			\$ 2,396.97	\$ -	
Grand Total:			\$ 136,838.00	\$ 136,838.00	\$ -

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

Maria Cruz, Executive Director
Authorized Representative Name and Title (Print)

Maria M. Cruz
Authorized Representative Signature

10/5/24
Date

BUDGET

BUDGET FORM

TALBOT HOUSE MINISTRIES

DENTAL

814 North Kentucky Avenue
Lakeland, FL 33801

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

Agreement #

Category	Description	FTEs	Oct'23-Sept'24	Oct'24-Sept'25	Annual In-Kind Match
	Clinical Staff Salaries		\$ 30,000.00	\$ 30,000.00	
	Administrative Staff Salaries				
	Fringe and Benefits	18%	\$ 6,000.00	\$ 6,000.00	
Personnel Total:			\$ 36,000.00	\$ 36,000.00	\$ -
	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 2,400.00	\$ 2,400.00	\$ 52,658.10
	Staff Travel for Patient Services				
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)				
	Conference/Training				
Program Direct Services Total:			\$ 2,400.00	\$ 2,400.00	\$ 52,658.10
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)				
	Insurance/License (Liability, auto, workers comp and professional licensing)				
	Dues /Membership (subscriptions)				
	Communication (telephone, internet, fax)				
	Utilities (water, electric, gas, sewer)				
	Rentals/Leases (building, land, for admin offices)				
	Maintenance/Repairs (of office space)				
	Office Supplies (general office, computer and equipment <\$1,000)				
	Other:				
Operational Total:			\$ -	\$ -	\$ -
Grand Total:			\$ 38,400.00	\$ 38,400.00	\$ 52,658.10

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 ihfiscal@polk-county.net

Authorized Representative Name and Title (Print)

Authorized Representative Signature

Date

**POLK COUNTY
CONTRACT FOR SERVICES
CONTRACT # 22-545-IHC**

This Contract for Services (“Contract”) is made effective from **October 1, 2022** (“Effective Date”) to **September 30, 2023** by and between **Talbot House Ministries of Lakeland, Inc.**, (“TALBOT HOUSE”), and Polk County, a political subdivision of the State of Florida (“COUNTY”), (TALBOT HOUSE and COUNTY shall be jointly referred to herein as the “Parties”).

WITNESS TO:

WHEREAS, TALBOT HOUSE has identified a need and wishes to provide access to behavioral health services onsite.

WHEREAS, the COUNTY wishes to provide funding for the provision of behavioral health services for qualified Polk County residents at or below 200% of the Federal Poverty Level (“FPL”); and

WHEREAS, the TALBOT HOUSE is capable and willing to provide, or arrange for the provision of, free behavioral health care services;

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

ARTICLE I
SERVICE DELIVERY

- 1.1 The recitals stated above are true, correct, and incorporated into this Contract.
- 1.2 TALBOT HOUSE shall undertake and perform all tasks and services (“Services”) of the applicable treatment programs identified in the Scope of Services attached to this Contract as Exhibit A and incorporated herein by reference, for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines and who are not otherwise Polk HealthCare Plan members.
- 1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.
- 1.4 Funding provided by the Contract shall be used only to treat Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-76, as amended.

ARTICLE II
FUNDING

- 2.1 In consideration for TALBOT HOUSE providing Services to Qualified Residents, the COUNTY will annually pay TALBOT HOUSE a total amount not to exceed Fifty-Eight Thousand Eight Hundred Sixty-Four and no/100 Dollars (\$58,864) as described in the attached Exhibit D (“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.
- 2.2 TALBOT HOUSE agrees to return to the COUNTY any overpayments of funds disallowed pursuant to the terms and conditions of the Contract. In the event that the Parties or their independent auditors discover that an overpayment has been made, the overpayment shall be repaid immediately without prior notification from the COUNTY. In the event that the COUNTY first discovers an overpayment has been made, the COUNTY will notify TALBOT HOUSE of such findings.
- 2.3 TALBOT HOUSE will make all efforts to acquire federal funding and any available state or local funding for its facility and operation in addition to that received by COUNTY.

ARTICLE III
PROCEDURES FOR INVOICING AND PAYMENT

- 3.1 TALBOT HOUSE shall deliver, or cause to be delivered to the COUNTY, a quarterly invoice for Services rendered by utilizing an invoice on TALBOT HOUSE letterhead in form and content similar to the form found in the attached Exhibit E. Invoices will be submitted by the last calendar day of the month following the end of the quarter which is the subject of the report.
- A. The COUNTY may, at its discretion, inspect any documents, records, and files retained by TALBOT HOUSE to verify accuracy of all submitted invoices and reports.
- 3.2 Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. The COUNTY will pay TALBOT HOUSE for Services on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING AND POLK HEALTHCARE PLAN REFERRALS

- 4.1 TALBOT HOUSE shall deliver the following, fully completed Quarterly Reports to the COUNTY. All Quarterly Reports are due by the last calendar day of the month following the end of each quarter.
- A. Program Summary (Exhibit C)
- B. Summary of Services – TALBOT HOUSE will use the county-wide, COUNTY provided electronic shared data information system to determine and record client eligibility, track program data, and services. From the data entered into the shared data information system by the tenth (10th) of the following month of each quarter, a Community Partner Quarterly Summary of Services Report (CPQR) will be generated by the shared data information system for review and signature to signify agreement with the data reported.
- 4.2 Polk HealthCare Plan Membership Referrals.
- A. TALBOT HOUSE shall request and obtain information from each individual who seeks Services from TALBOT HOUSE sufficient for TALBOT HOUSE to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, TALBOT HOUSE shall assume the information an individual provides is accurate and true. If TALBOT HOUSE determines an individual could qualify for Polk HealthCare Plan membership, then TALBOT HOUSE shall electronically refer the individual to the COUNTY via the shared data information system.
- B. TALBOT HOUSE acknowledges its referral of potentially qualified individuals to the Polk HealthCare Plan is an integral part of the Contract consideration it provides the COUNTY
- 4.3 TALBOT HOUSE shall provide the COUNTY with additional relevant information relating to the Services and/or program, upon request, as needed. To the extent possible, the COUNTY will specify what additional information it may need from TALBOT HOUSE at least ten (10) days before the date the COUNTY must receive the requested information. COUNTY will provide TALBOT HOUSE with information relevant to support and coordination for the Electronic Eligibility System upon request, as needed.
- 4.4 TALBOT HOUSE shall submit to the COUNTY an annual financial report and copies of any audits performed for its applicable fiscal year within thirty (30) calendar days after the date the applicable report or audit is issued.
- 4.5 If TALBOT HOUSE is unable to submit any required reporting by its due date, TALBOT HOUSE shall notify the COUNTY in writing prior to the due date. The COUNTY may withhold payment in accordance with Article XVI of this Contract until all required reporting has been submitted to the COUNTY by TALBOT HOUSE.

- 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 TALBOT HOUSE would materially fail to comply with its Contract obligations, the COUNTY may seek the remedies stated in Article XVI of this Contract.

ARTICLE V
EVALUATION AND MONITORING

- 5.1 TALBOT HOUSE agrees that the COUNTY will monitor and evaluate TALBOT HOUSE's performance of its Contract activities as determined necessary by the COUNTY to include without limitation TALBOT HOUSE's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating TALBOT HOUSE is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. TALBOT HOUSE 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.
- 5.2 The COUNTY and TALBOT HOUSE hereby mutually agree to outcomes and performance objectives described in the attached Exhibit B. TALBOT HOUSE will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.
- 5.3 TALBOT HOUSE gives the COUNTY, through any authorized representative, access to and the right to inspect, examine, copy and audit all records, books, papers, or documents relating to the Services provided under the terms of this Contract.

ARTICLE VI
FINANCIAL RESPONSIBILITY

- 6.1 TALBOT HOUSE shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which shall sufficiently and properly reflect all expenditures of funds provided under this Contract and in accordance with Florida's Public Records Act.
- 6.2 TALBOT HOUSE shall also provide for audit purposes (upon request) all files, records and documents pertaining to all Service delivery related activities.
- 6.3 Any funds expended in violation of this Contract shall be refunded in full by TALBOT HOUSE to COUNTY from non-federal and non-state resources.

ARTICLE VII
ASSURANCES

- 7.1 TALBOT HOUSE shall comply with the following assurances:
- A. TALBOT HOUSE agrees to comply with all applicable Federal, State, and County constitutions laws, ordinances, codes and regulations including, without limitation, Section 766.1115, Florida Statutes. The Bylaws and Policies and Procedures, and Articles of Incorporation of TALBOT HOUSE shall also regulate the program operation of TALBOT HOUSE. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, TALBOT HOUSE's corporate governance documents, and this Contract shall be resolved in favor of the most restrictive regulations.
- B. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which TALBOT HOUSE receives Federal financial assistance.

- C. TALBOT HOUSE shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.
- D. TALBOT HOUSE shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, TALBOT HOUSE shall disclose such situations to the COUNTY and the County Attorney's Office for review.
- E. In accordance with the Drug Free Workplace Act of 1988, TALBOT HOUSE certifies that it has a policy designed to ensure that TALBOT HOUSE's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- F. TALBOT HOUSE certifies compliance with Paragraph (2)(a) of Section 287.133 Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." TALBOT HOUSE acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, TALBOT HOUSE shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.
- G. As a "Covered Entity," TALBOT HOUSE warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the provisions of the Privacy Rule, Security Rules adopted by the Department of Health and Human Services ("HHS"), the Health Information Technology for Economic and Clinical Health Act of 2009, as amended ("HITECH Act"), and the Florida Information Protection Act of 2014, as amended ("FIPA"). TALBOT HOUSE further agrees that it shall restrict disclosure or usage of Protected Health Information ("PHI") it obtains or creates through its association with the COUNTY to the exclusive purposes established by this Contract.
- H. To the extent TALBOT HOUSE dispenses medicinal drugs, TALBOT HOUSE assures that its practitioners shall comply with and be subject to all laws and rules applicable to pharmacists and pharmacies, including, without limitation, Chapters 465, 499 and 893, Florida Statutes, and all federal laws and federal regulations.

ARTICLE VIII
GENERAL PROVISIONS

- 8.1 As applicable, TALBOT HOUSE agrees to abide by the provision of Section 112.3135, Florida Statutes, pertaining to Restriction on Employment of Relatives, Chapter 119, Florida Statutes, pertaining to Public Records, and Section 286.011, Florida Statutes, pertaining to Public Business in their performance under this Contract.
- 8.2 Public Meetings and Records.
 - A. TALBOT HOUSE acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. TALBOT HOUSE further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, TALBOT HOUSE shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without in any manner limiting the generality of the foregoing, to the extent applicable, TALBOT HOUSE acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. keep and maintain public records required by the COUNTY to perform the Services required under this Contract;
2. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if TALBOT HOUSE does not transfer the records to the COUNTY; and
4. upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of TALBOT HOUSE or keep and maintain public records required by the COUNTY to perform the service. If TALBOT HOUSE transfers all public records to the COUNTY upon completion of this Contract, TALBOT HOUSE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TALBOT HOUSE keeps and maintains public records upon completion of this Contract, TALBOT HOUSE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF TALBOT HOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TALBOT HOUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

8.3 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.

8.4 The entire Contract between the Parties and its corresponding referenced Exhibits are all set forth herein, attached hereto, and contained within this document; and the Parties agree that there are no other commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8.5 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.

8.6 All notices required by this Contract shall be in writing.

ARTICLE IX **SPECIAL PROVISIONS**

9.1 TALBOT HOUSE agrees to safeguard information regarding compliance with 42 C.F.R. Chapter 1, Public Health Service, Department of Human Services, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Florida Statutes Chapters 394, Mental Health, and 397, Substance Abuse Services.

ARTICLE X **CONFLICT OF INTEREST**

10.1 No person who is an employee, agent, consultant, officer, or appointed official of TALBOT HOUSE and who is in a position to participate in a decision making process or gain inside information with regard to activities relevant to the terms of this Contract, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or Contract with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

ARTICLE XI
INDEMNIFICATION

- 11.1 TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the COUNTY, its agents or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of TALBOT HOUSE or its qualified physicians committed in connection with this Contract, TALBOT HOUSE's performance hereof or any work performed hereunder. TALBOT HOUSE shall indemnify and hold harmless the COUNTY, its agent and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs of judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, or regulation by TALBOT HOUSE or its agents and employees. Funds made available pursuant to this Contract shall not be used by TALBOT HOUSE for the purpose of initiating or pursuing litigation against the COUNTY.
- 11.2 TALBOT HOUSE agrees to continually provide insurance, at least to the extent described in Article XII below. Prior to the execution of the Contract, TALBOT HOUSE shall furnish the COUNTY with written verification of the existence of such insurance coverage.
- 11.3 If any of the TALBOT HOUSE's health care professionals are provided sovereign immunity under the State of Florida's Volunteer Health Care Provider Program, then the TALBOT HOUSE shall maintain all documents necessary to evidence such sovereign immunity.

ARTICLE XII
INSURANCE

- 12.1 TALBOT HOUSE shall maintain at all times the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amount of coverage not less than those set forth below:
- A. Workers' Compensation -- in compliance with State and Federal laws.
 - B. Comprehensive General Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:
 - 1. Premises and Operations; and
 - 2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverages.
 - C. Independent Contractors (if applicable) – Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.
 - D. Medical Professional Liability – \$1,000,000.00 combined single limit of liability for bodily injuries, death, and personal injury and errors and omissions resulting from any one occurrence.
- 12.2 TALBOT HOUSE shall provide the COUNTY a copy of the Certificate of Insurance to evidence such coverage prior to commencement of work under the terms of this Contract. Such Certificate of Insurance shall provide that there shall be no termination, non-renewal modification, or expiration of such coverage except with forty-five (45) calendar days prior written notice to the COUNTY.
- 12.3 The COUNTY shall be named as an additional insured on all policies related to the activities carried under the terms of this Contract, excluding Workers' Compensation. Waiver of subrogation applies in favor of the COUNTY with regard to General Liability and applicable Workers' Compensation coverages.

- 12.4 All insurance coverage shall be written with a firm having an A.M. Best Rating of at least the “A” category and size category of “VIII”.
- 12.5 In the event of any failure by TALBOT HOUSE to comply with the provisions of this Article XII, the COUNTY may, at its option, upon notice to TALBOT HOUSE suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at TALBOT HOUSE's expense, provided that the COUNTY shall have no obligation to do so. TALBOT HOUSE shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- 12.6 TALBOT HOUSE shall provide property insurance for all property in an amount satisfactory to the COUNTY. TALBOT HOUSE shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by TALBOT HOUSE to its contractors.

ARTICLE XIII
MODIFICATION

- 13.1 The COUNTY may, at its discretion and upon provision of proper notice to TALBOT HOUSE, amend this Contract to conform to changes in Federal, State, and/or COUNTY guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Contract.
- 13.2 No modification to this Contract shall be binding on either party unless in writing and signed by both parties.

ARTICLE XIV
APPLICABLE LAWS AND COURTS

- 14.1 The COUNTY and TALBOT HOUSE agree the Contract and all Services and activities related thereto shall be governed and interpreted in all respects by the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Contract shall be the courts of the Tenth Judicial Circuit, Polk County, Florida.

ARTICLE XV
NOTICES

- 15.1 The COUNTY and TALBOT HOUSE agree that any notice, demand or communication required to be given hereunder shall be written, addressed and delivered to the party for whom it is intended at the following address:

**TALBOT HOUSE MINISTRIES OF
LAKELAND, INC.:**
Brenda Reddout, Executive Director
Talbot House Ministries of Lakeland, Inc.
814 Kentucky Avenue
Lakeland, FL 33801

COUNTY:
Paula McGhee, Provider Services Manager
Health and Human Services
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be effective upon receipt or upon refusal to accept receipt. Notices must be (i) personally delivered; (ii) sent by recognized expedited delivery service; or (iii) mailed via registered or certified United States mail, postage prepaid with return receipt requested.

ARTICLE XVI
SUSPENSION AND TERMINATION

- 16.1 **Remedies for Non-compliance:** If TALBOT HOUSE materially defaults or otherwise fails to comply with any term of this Contract, any Federal, State, or local law, or any applicable County policy, then the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
- A. Temporarily withhold cash payments pending TALBOT HOUSE's correction of the default or other deficiency, or the COUNTY's election of final remedies available to it.
 - B. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the Service, activity, or action not in compliance with required standards or conditions.
 - C. Wholly or partly suspend or terminate the Contract.
 - D. Withhold further funding under this Contract.
 - E. The COUNTY may withhold payment for all Services provided for under this Contract in the event that:
 - 1. Treatment is not being provided according to State guidelines and regulations;
 - 2. There is evidence of any unsafe or unethical conditions, which may place the health and safety of any client at risk;
 - 3. The assurances contained herein are determined by the COUNTY to be false; or
 - 4. The provisions of this Contract are not being adhered to.
 - F. Take other remedies that may be legally or equitably available.
- 16.2 **Hearings Appeals:** In taking an enforcement action listed in Section 16.1 or in any other provision of the Contract, the COUNTY will provide TALBOT HOUSE an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which TALBOT HOUSE is entitled to receive under any statute or regulation applicable to the particular action involved.
- 16.3 **Efforts of Suspension and Termination:** Costs resulting from obligations incurred by TALBOT HOUSE in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other TALBOT HOUSE costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- A. The costs result from obligations which were properly incurred by TALBOT HOUSE before the effective date of suspension or termination and not in anticipation of it or costs, in case of termination, which are non-cancelable; and
 - B. The costs would be allowable if the award was not suspended or if said award expired normally at the end of the funding period in which the termination takes effect.
- 16.4 **Termination for Convenience:** At any time during the term of this Contract, this Contract may be terminated, in whole or in part, for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination. In the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 16.5 **Termination of Scrutinized Companies:** This Contract may be terminated at the option of the COUNTY if TALBOT HOUSE is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of COUNTY if TALBOT HOUSE is found to have submitted a false certification as provided under Section 287.135(5),

Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

ARTICLE XVII
TERM

17.1 This Contract shall take effect on the Effective Date. This Contract shall have an initial term of one (1) year with the option to renew the Contract for a maximum of two (2) one-year renewal terms. The one-year renewal terms shall commence October 1st of their renewal year without further action of either Party unless: (i) the Contract has been terminated prior to that date pursuant to Article XVI above; or (ii) on or before August 1st prior to renewal, the COUNTY delivers notice to TALBOT HOUSE that the COUNTY has elected not to extend the Contract for the upcoming renewal term. *— SIGNATURES FOLLOW*

IN WITNESS WHEREOF the parties hereto duly execute this Contract as of the day and year first written above.

TALBOT HOUSE MINISTRIES OF LAKELAND, INC.

BY: *Brenda Reddout*
Brenda Reddout, Executive Director

DATE: 7 Sept 2022

Maria M. Cruz
WITNESS

Barbara H. Chance
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: *William D. Beasley*
William D. Beasley, County Manager

DATE: 9/21/2022

ATTEST: Stacy M. Butterfield, Clerk

BY: *Crista Valle*
Deputy Clerk



Approved as to form and legal sufficiency:

BY: *Shawn Newberry*
County Attorney's Office

SCOPE OF SERVICES

TALBOT HOUSE will provide access to behavioral health services for persons residing in Polk County whose income does not exceed 200% of the Federal Poverty Level and who are uninsured or underinsured.

Mental Health Crisis Counselor(s) will be available to clients onsite. Services include, but are not limited to, assessing patients' mental health needs, providing crisis counseling, providing individual and group therapy to include relapse prevention and emotion regulation, and coordination with local health care providers.

PERFORMANCE OBJECTIVES

TALBOT HOUSE will increase access to behavioral health services by having access to an onsite Mental Health Crisis Counselor.

- Services available during pertinent hours including evenings and weekends
- Assess patients to determine if they have an undiagnosed mental health disorder
- Promote an atmosphere to allow patients to seek behavioral health services
- Lead a regularly scheduled group therapy meeting
- Collaborate with Community Partners for the best possible behavioral health resources for patients
- Connect patients with additional behavioral health care services as needed

PROGRAM SUMMARY

PROGRAM SUMMARY
Talbot House Ministries of Lakeland, Inc.
Behavioral Health Program

Period of Report From _____ to _____

Please answer the below questions based on your program's activity during the quarter reported.

I. Services Provided

Has there been a reduction in crisis therapy sessions? Yes No

Comments: _____

Has there been an increase in participation of group therapy? Yes No

Reason: _____

Is there an increase in proper medication management by patients? Yes No

Comments: _____

Do you see a need in the population served for a specific behavioral health service you do not currently provide? Yes No

Comments: _____

II. Service Hours / Days

Have available hours increased for behavioral health services? Yes No

List days and hours clinic is open to the public: _____

Comments: _____

III. Personnel

Have you had a change in staffing of key personnel? Yes No

Comments: _____

V. Additional Comments

BUDGET TEMPLATE

BUDGET FORM

TALBOT HOUSE MINISTRIES

814 North Kentucky Avenue
Lakeland, FL 33801

BEHAVIORAL HEALTH

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

Agreement # 22-545-IHC

Category	Description	FTEs	Oct'22-Sept'23	Annual In-Kind Match
	Clinical Staff Salaries	1	\$ 58,000.00	
	Administrative Staff Salaries			
	Fringe and Benefits	1.47%	\$ 864.00	\$ 9,576.00
Personnel Total:			\$ 58,864.00	\$ 9,576.00
	Direct Services to Patients (medical services/supplies, medications, etc.)			\$ 98,208.00
	Staff Travel for Patient Services			
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)			
	Conference/Training			
Program Direct Services Total:			\$ -	\$ 98,208.00
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)			
	Insurance/License (Liability, auto, workers comp and professional licensing)			
	Dues /Membership (subscriptions)			
	Communication (telephone, internet, fax)			
	Utilities (water, electric, gas, sewer)			
	Rentals/Leases (building, land, for admin offices)			
	Maintenance/Repairs (of office space)			
	Office Supplies (general office, computer and equipment <\$1,000)			
	Other:			
Operational Total:			\$ -	\$ -
Grand Total:			\$ 58,864.00	\$ 107,784.00

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

Brenda C. Reddout, Executive Director
Authorized Representative Name and Title (Print)

Brenda C. Reddout
Authorized Representative Signature

7 Sept 2022
Date

INVOICE SAMPLE



[Your Company Name]
[Street Address]
[City, ST ZIP Code]

Date: September 1, 2022
Invoice #: [100]
Service Period: [00-00-00 to 99-99-99]
Contract Number: [99-999-IHC]

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

Category	Description	Budget	Invoice				YTD Total	Balance
			1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
	Clinical Staff Salaries	\$ -					\$ -	\$ -
	Administrative Staff Salaries	\$ -					\$ -	\$ -
	Fringe and Benefits	\$ -					\$ -	\$ -
Personnel Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Direct Services to Patients (medical services / supplies, medications, etc.)	\$ -					\$ -	\$ -
	Staff Travel for Patient Services	\$ -					\$ -	\$ -
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)	\$ -					\$ -	\$ -
	Conference/Training	\$ -					\$ -	\$ -
Program Direct Services Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)	\$ -					\$ -	\$ -
	Insurance/License (Liability, auto, workers comp and professional licensing)	\$ -					\$ -	\$ -
	Dues/Membership (subscriptions)	\$ -					\$ -	\$ -
	Communication (telephone, internet, fax)	\$ -					\$ -	\$ -
	Utilities (water, electric, gas, sewer)	\$ -					\$ -	\$ -
	Rentals/Leases (building, land, for admin offices)	\$ -					\$ -	\$ -
	Maintenance/Repairs (of office space)	\$ -					\$ -	\$ -
	Office Supplies (general office, computer and equipment <\$1,000)	\$ -					\$ -	\$ -
	Other:	\$ -					\$ -	\$ -
Operational Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

I certify the above to be accurate and in agreement with this agency's record and with the terms of this agreement. Additionally, I certify that any reports accompanying this invoice are true and correct reflection of this period's activities, as stipulated by this agreement.

Authorized Name (Print)

Title

Authorized Signature

Date