

**POLK COUNTY
CONTRACT FOR SERVICES
CONTRACT # 26-584-CHC**

This Contract for Services ("Contract") by and between Ibis Healthcare, Inc. ("IBIS"), and Polk County, a political subdivision of the State of Florida (the 'COUNTY'), (IBIS and COUNTY shall be jointly referred to herein as the "Parties").

WITNESS TO:

WHEREAS, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding for opioid and substance abuse education, treatment, prevention, and other related programs and services; and

WHEREAS, the COUNTY is a recipient of such Settlement funds (the Florida Opioid Allocation and Statewide Response Agreement); and

WHEREAS, the COUNTY wishes to enter into this Contract with IBIS for the purpose of providing recruiting incentives for hiring certain mental health positions; and

WHEREAS, IBIS is a provider of behavioral health services in Polk County; and

WHEREAS, IBIS agrees to provide services in accordance with this Contract and the Florida Opioid Allocation and Statewide Response Agreement.

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 IBIS shall undertake and perform all tasks and services ("Services") of the applicable incentive program identified in the Scope of Services attached to this Contract as Exhibit C and incorporated herein by reference.
- 1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.

**ARTICLE II
FUNDING**

- 2.1 In consideration for IBIS providing incentives to Qualified Candidates, the COUNTY will reimburse IBIS a not-to-exceed amount of \$296,000 as described in the attached Exhibit D ("Incentive Schedule") 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 IBIS acknowledges that funding for reimbursement of Services is provided to Polk County through the Florida Opioid Allocation and Statewide Response Agreement. IBIS further acknowledges its responsibility to exercise proper stewardship over the funding and shall ensure the costs charged for Services are allowable, allocable, reasonable, necessary and consistently applied according to the applicable provisions of the Florida Opioid Allocation and Statewide Response Agreement and/or applicable charges set forth as appropriate via this contract.

- 2.3 IBIS 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 IBIS of such findings.

ARTICLE III

PROCEDURES FOR INVOICING AND PAYMENT

- 3.1 IBIS shall deliver, or cause to be delivered to the COUNTY, invoices as needed for Services or incentive payments as rendered by utilizing an invoice on IBIS letterhead in form and content similar to the forms found in the attached Exhibit F.
- A. The COUNTY may, at its discretion, inspect any documents, records, and files retained by IBIS 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 IBIS for Services and incentives rendered as needed based upon approved invoices.

ARTICLE IV

REPORTING

- 4.1 IBIS shall provide the COUNTY with additional relevant information relating to the incentive program, upon request, as needed. To the extent possible, the COUNTY will specify what additional information it may need from IBIS at least ten (10) days before the date the COUNTY must receive the requested information.
- 4.2 IBIS 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.

ARTICLE V

EVALUATION AND MONITORING

- 5.1 IBIS agrees that the COUNTY will monitor and evaluate IBIS's performance of its Contract activities as determined necessary by the COUNTY. The continuation of the Contract is contingent upon the evaluations substantiating IBIS is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract. IBIS 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 IBIS 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 IBIS 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 IBIS 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 IBIS to COUNTY from non-federal and non-state resources.

ARTICLE VII **ASSURANCES**

- 7.1 IBIS shall comply with the following assurances:

- A. IBIS 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 IBIS shall also regulate the program operation of IBIS. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, IBIS's corporate governance documents, and this Contract shall be resolved in favor of the most restrictive regulations.
- B. IBIS agrees to abide by all terms and conditions of the Florida Opioid Allocation and Statewide Response Agreement. Said agreement, along with the accompanying schedules, can be found on the following website: <https://nationalopiodsettlement.com/states/florida>.
- C. 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 IBIS receives Federal financial assistance.
- D. IBIS shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.
- E. IBIS 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, IBIS shall disclose such situations to the COUNTY and the County Attorney's Office for review.
- F. In accordance with the Drug Free Workplace Act of 1988, IBIS certifies that it has a policy designed to ensure that IBIS's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- G. IBIS 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." IBIS acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, IBIS shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

ARTICLE VIII **GENERAL PROVISIONS**

- 8.1 As applicable, IBIS 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. IBIS 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. IBIS further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, IBIS 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, IBIS 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 IBIS 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 IBIS or keep and maintain public records required by the COUNTY to perform the service. If IBIS transfers all public records to the COUNTY upon completion of this Contract, IBIS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IBIS keeps and maintains public records upon completion of this Contract, IBIS 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 IBIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IBIS'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. 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.

- 8.4 No Coercion for Labor or Services. Concurrently with its execution of this Contract, IBIS has executed an affidavit (Exhibit A) which has been signed by an officer or representative of IBIS under penalty of perjury attesting that IBIS does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Contract. IBIS shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.
- 8.5 Foreign Country of Concern Attestation. Concurrently with its execution of this Contract, IBIS has executed an affidavit (Exhibit B) which has been signed by an officer or representative of IBIS under penalty of perjury attesting that IBIS does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Contract. IBIS shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.
- 8.6 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.
- 8.7 This document may be executed in two (2) counterparts, each of which shall be deemed to be an original.
- 8.8 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 IBIS 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 IBIS 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 IBIS or its qualified physicians committed in connection with this Contract, IBIS 's performance hereof or any work performed hereunder. IBIS 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 IBIS or its agents and employees. Funds made available pursuant to this Contract shall not be used by IBIS for the purpose of initiating or pursuing litigation against the COUNTY.
- 10.2 IBIS agrees to continually provide insurance, at least to the extent described in Article XI below. Prior to the execution of the Contract, IBIS shall furnish the COUNTY with written verification of the existence of such insurance coverage.

ARTICLE XI
INSURANCE

- 11.1 IBIS 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 Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.
- 11.2 IBIS 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.
- 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 regard to General Liability and applicable Workers' Compensation coverages.
- 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 IBIS to comply with the provisions of this Article, the COUNTY may, at its option, upon notice to IBIS suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at IBIS 's expense, provided that the COUNTY shall have no

obligation to do so. IBIS shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

- 11.6 IBIS shall provide property insurance for all property in an amount satisfactory to the COUNTY.

ARTICLE XII **MODIFICATION**

- 12.1 The COUNTY may, at its discretion and upon provision of proper notice to IBIS, 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 IBIS 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 XIV **NOTICES**

- 14.1 The COUNTY and IBIS 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:

IBIS HEALTHCARE, INC.
Roaya Tyson, CEO
Ibis Healthcare
5707 N. 22nd Street
Tampa, FL 33610

COUNTY:
Paula McGhee, Provider Services and Contract
Manager
Polk County, Health & Human Services
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 **TERM**

- 15.1 This Contract shall take effect upon execution and continue through September 30, 2030 (the "Initial Term"), unless earlier terminated as provided herein. Thereafter, the parties may extend the Contract for up to two (2) additional one (1) year terms, provided that any such extension is agreed to in writing by both parties prior to the expiration of the then-current term.

ARTICLE XVI **SUSPENSION AND TERMINATION**

- 16.1 Remedies for Non-compliance: If IBIS 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 IBIS'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 IBIS an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which IBIS 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 IBIS in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other IBIS 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 IBIS 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 IBIS 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 IBIS 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.

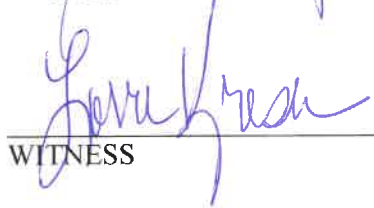
IN WITNESS WHEREOF the parties hereto duly execute this Contract as of the day and year first written above.

IBIS HEALTHCARE, INC.

BY: 
Roaya Tyson, CEO

DATE: 05/28/26


WITNESS


WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Martha Santiago, Ed. D., Chair

DATE: _____

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency:

BY: _____
County Attorney's Office

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

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

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

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

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

Further Affiant sayeth naught.

Ibis Healthcare, Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Ranya Tyson
PRINT NAME

CEO
TITLE

05/28/26
DATE

FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355)

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

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

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

PRINTED NAME: Ranya Tyson

TITLE: CEO

SIGNATURE: 

DATE: 05/28/2016

SCOPE OF SERVICES

Polk County has entered into an agreement with Cynet Health to provide job candidate sourcing, recruitment, screening, and placement services for not-for-profit Community Mental Health Agencies (CMHA) who partner with Polk County to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services to ensure that funds are expended in compliance with evolving evidence-based clinical and community best practices.

To further assist in these efforts, the County is making available additional funding to CMHAs for incentives to offer recruited candidates. Each interested CMHA will enter into a separate agreement for these incentive funds.

Exhibit D Incentive Schedule for this agreement provides detailed information on the incentives available by role.

Recruited position(s) must be domiciled in Polk County, FL and provide services in Polk County, FL. Services include, but are not limited to:

- In-person visits
- Telehealth visits
- Allied support duties and technical support staff duties

Authorizing Work:

CMHA requests recruiting services. Cynet or CMHA emails the Polk County Behavioral Health Program Manager (BHPM), requesting approval to proceed. If approved, the BHPM will email the Recruitment Incentives Agreement to Cynet and the requesting CMHA. This email serves as the notice-to-proceed with the recruitment services and the approval to use the Recruitment Incentives Agreement.

Invoicing:

Once the recruitment process has been completed, the CMHA will submit an invoice (See Sample Invoice *Attachment "F"*) with all relevant supporting documentation (see Supporting Documentation Attachment ("E")) along with the Notice of Commencement form (*Attachment "G"*) to the County's BHPM for payment.

INCENTIVE SCHEDULE

***The ranges in the table below are only valid up to the not-to-exceed amount of \$296,000 as stated in this agreement. ***

<u>Role Category</u>	<u>Signing/Hiring Bonus</u>	<u>Retention Bonus Structure</u>	<u>Loan Repayment/Annual Tuition Assistance</u>
Physicians / Psychiatrists	5% - 20% annual salary	\$10,000 - \$45,000 *	Loan Repayment up to \$150,000*
Psychiatric APRNs / PAs, PhD	5% - 20% annual salary	\$5,000 - \$25,000*	Loan Repayment up to \$75,000*
Licensed Clinical Therapists (LCSW)	5% - 20% annual salary	\$5,000 - \$10,000*	Up to \$10,000*
Master's Level Therapists	5% - 20% annual salary	\$5,000 - \$10,000*	Up to \$10,000*
Registered Nurses	5% - 10% annual salary	\$5,000**	Up to \$5,000**
Bachelor's/Entry Level	5% annual salary	\$5,000**	Up to \$5,000**
License Practical Nurse	5% annual salary	\$2,000**	Up to \$1,000 for certification cost reimbursement***
Support Staff & Behavioral Health Techs	5% annual salary	\$1,000 @ 24 months	Up to \$500 for certification cost reimbursement***
Certified Peer Specialists	5% annual salary	\$1,000 @ 24 months	Up to \$500 for certification cost reimbursement***
Payable in installments (25% at hire, 25% at 6 months, remainder at 12 months).		*Equal installments @ 24mo, 36mo, 48mo	* Paid in 5 equal installments @ 12, 24, 36, 48, and 60 months
		** Equal installments @ 24mo & 36 months	** Paid in 2 installments @ 12 and 24 months
			*** Cost reimbursement for expenses incurred to apply for certification during 1st year of employment
			Note: Loan repayment/Tuition Assistance: <u>All invoices must be supported with documentation showing proof of payment for school loans.</u>

SUPPORTING DOCUMENTATION

Invoices submitted for reimbursement for recruiting incentives must be substantiated by providing the following information based on the incentive categories as described in Exhibit “D.”

Signing/Hiring Bonus:

- Approval email from the Behavioral Health Program Manager to Cynet (Recruiting Firm) copying in the CMHA.
- Completed and signed Exhibit “G” Notice of Commencement.
- Copy of signed acceptance letter with all employment details.
- Proof of first payment to the recruited employee. The following shall be provided:
 - Canceled check or electronic fund transfer receipt
 - Bank statement
 - Must include:
 - Name of person
 - Transaction date
 - Amount paid
 - Description
 - Form of payment

Retention Bonus:

- Letter from CMHA certifying the recruited employee has maintained employment for 24 months and is in good standing. This requirement remains for the balance of installments listed in Exhibit “D” of this agreement.
- Proof of first payment to the recruited employee. The following shall be provided:
 - Canceled check or electronic fund transfer receipt
 - Bank statement
 - Must include:
 - Name of person
 - Transaction date

- Amount paid
- Description
- Form of payment

Loan Repayment/Annual Tuition Assistance:

- Recruited employees' proof of payment for school loans. The following shall be provided:
 - Canceled check or electronic fund transfer receipt
 - Bank/credit card statements
 - Must include:
 - Name of Institution
 - Transaction date
 - Amount paid
 - Description
 - Form of payment
- Additionally, after one year of service, the recruited employee must provide a statement from the servicer showing the previous 12 months' payments for reimbursement. Each subsequent year, a statement showing the previous 12 months' payments must be provided for reimbursement.
- This requirement remains for the balance of installments listed in Exhibit "D" of this agreement.
- Proof of first payment to the recruited employee. One of the following shall be provided:
 - Canceled check or electronic fund transfer receipt
 - Bank statement
 - Must include:
 - Name of person
 - Transaction date
 - Amount paid
 - Description
 - Form of payment

SAMPLE INVOICE

reten

/RJR
1DPH

[Your Company Name]

[Street Address]

[City, ST Zip Code]

Date:

Invoice #:

Service Period:

Contract Number:

To: Polk Co., a political subdivision of the State of Florida
 Community Health Care – Behavioral Health Program Manager
 2135 Marshall Edwards Drive
 Bartow, FL 33830

Service	Units	Rate	Invoice Amount
Signing/Hiring Bonus		\$	\$
Retention Bonus		\$	\$
Loan Repayment/Annual Tuition Assistance		\$	\$
Grand Total:			\$ 0

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

EXHIBIT "G"

Notice of Commitment

****To be sent with 1st invoice****

Please fill in the information below using these instructions for each individual receiving incentives for period specified:

- Where incentives are committed, please indicate a total amount per category for each agreed upon amount not-to-exceed the indicated amount in Exhibit D.
- All parties receiving current incentives will be in good standing with CMHA and with no current employment actions, including but not limited to personal improvement plan or other Human Resources type of behavior modification plan. If party is currently involved in some form of disciplinary or corrective action, incentives will not be reimbursed until such time as any corrective action or Human Resources involvement is positively resolved with employment status affirmation for future verified.
- For provider/clinical roles, please provide the following information:
 - Notice of Commitment (1st invoice only)

Name:

Title/Role:

Hire Date:

Starting Salary*

In good standing and employed on date of invoice:
Y/N

Below is an example based on the recruitment of a Psychiatrist with a \$500,000.00 base salary:

	Total \$ Committed	At Hire Payment	6-mo Payment	12-mo Payment	24-mo Payment	36-mo Payment	48-mo Payment	60-mo Payment
Signing/Hiring Bonus	\$100,000.00	\$25,000.00	\$25,000.00	\$50,000.00				
Retention Bonus	\$30,000.00				\$9,900.00	\$9,900.00	\$9,900.00	
Loan Repayment	\$150,000.00			\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00

* Calculation of all funds should be made according to starting salary and will be set in the above payment schedule according to agencies advised date whereby the sums will be paid annually on or around the hire date pay cycle per calculations above and verified by annual invoice.