POLK COUNTY
SECOND AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT # 18-507-IHC

This Second Amendment to Contract for Services ("Second Amendment") is made effective **October 1, 2024** ("Second Amendment Effective Date") by and between **Tri-County Human Services, Inc.**, ("TCHS"), and Polk County, a political subdivision of the State of Florida ('COUNTY"), (TCHS and COUNTY shall be jointly referred to herein as the "Parties").

WITNESS TO:

WHEREAS, the COUNTY is authorized pursuant to Section 394.76, Florida Statutes, to provide funding for alcohol, drug abuse, and mental health services, and programs in accordance with the Tenth Judicial Circuit of Florida, Alcohol, Drug Abuse, and Mental Health Administrative Plan; and

WHEREAS, the Parties entered into the First Amendment for the purposes of adjusting the basis for the annual funding amount and modifying certain provisions of the Contract; and

WHEREAS, the Parties now desire to enter into this Second Amendment for the purposes of adjusting the basis for the annual funding amount 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 Agreement.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Article II: FUNDING Section 2.1 is amended and replaced as follows:

   2.1 The COUNTY agrees to pay a mandatory local match to TCHS based on the Local Match Calculation (LMC) Form submitted by TCHS annually. The LMC is determined by the Circuit 10 managing entity and is based on the State's Fiscal Year (SFY). During the SFY, the managing entity will adjust the LMC based on TCHS'S performance and ability to provide contracted services. At the end of the SFY, the managing entity will finalize the LMC. TCHS will submit the preliminary version of the LMC by November 1st of each year and will submit the finalized version of the LMC to the COUNTY on or about August 31st of the following year. TCHS will credit/add the difference of the adjusted value on the next invoice. Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY's obligation to pay the aforementioned Local Match is expressly contingent on approval by the COUNTY's Board of County Commissioners of the referenced budgeted amount.

3. Article III: PROCEDURES FOR INVOICING AND PAYMENT is amended and replaced as follows:

   3.1 TCHS shall deliver, or cause to be delivered to the COUNTY, a quarterly invoice for Services per mandatory local match by utilizing an invoice on TCHS letterhead in form and content similar to the form found in the attached Exhibit C. Invoices will be submitted at the beginning of each quarter which is the subject of the report.

      A. The COUNTY may, at its discretion, inspect any documents, records, and files retained by TCHS to verify accuracy of all submitted invoices and reports.

   3.2 Upon receiving the invoices, the COUNTY shall make payment to TCHS pursuant to Exhibit C.

4. Article IV: REPORTING Section 4.1 A is amended and replaced as follows:

   4.1 A. Summary of Services – by utilizing a form and content similar to the form found in Exhibit D.

5. Article VIII: GENERAL PROVISIONS is amended to add the following sections:

   8.7 No Coercion for Labor or Services. Concurrently with its execution of this Second Amendment, TCHS has executed an affidavit (Exhibit F) which has been signed by an officer or representative of TCHS under penalty of perjury attesting that TCHS 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. TCHS shall provide the County the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.

   8.8 Foreign Country of Concern Attestation. Concurrently with its execution of this Second Amendment, TCHS has executed an affidavit (Exhibit G) which has been signed by an officer or representative of TCHS under penalty of perjury attesting that TCHS 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. TCHS shall provide the County the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.

6. Article XV: NOTICES is amended to update the mailing address for TCHS as follows:

   TRI-COUNTY HUMAN SERVICES, INC.:
   Robert C. Rihn, CEO
   Tri-County Human Services, Inc.
   2026 Crystal Wood Drive
   Lakeland, FL 33801-6884
   Tel 863-709-9392

7. Exhibit B Fee Schedule is amended and replaced to the attached Exhibit B Payment Schedule of this Second Amendment.

8. Exhibit C Invoice Sample is amended and replaced to the attached Exhibit C Invoice Sample of this Second Amendment.

9. Exhibit D Summary of Services is attached to this Second Amendment for reference.

10. Exhibit F No Coercion for Labor or Services Affidavit is incorporated in the Contract with the attached Exhibit F No Coercion for Labor or Services Affidavit of this Second Amendment.

11. Exhibit G Foreign Country of Concern Affidavit is incorporated in the Contract with the attached Exhibit G Foreign Country of Concern Affidavit of this Second Amendment.

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

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

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

TRI-COUNTY HUMAN SERVICES, INC.

By: _____
Robert C. Rihn, CEO

Date: 12/18/2024

_____
Witness

_____
Witness

POLK COUNTY, a political subdivision of the State of Florida

By: _____
T. R. Wilson, Chairman

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney's Office

PAYMENT SCHEDULE

Quarter	County Share
October 2024	$149,710.75
January 2025	$149,710.75
April 2025	$149,710.75
July 2025	$149,710.75
Total:	**$598,843.00**

Adjusted annually based on submission of local match calculation.

INVOICE SAMPLE

Logo Name

Invoice

Tri-County Human Services, Inc.
[Street Address]
[City, ST ZIP Code]

Date:
Invoice #: [100]
Service Period: 10/1/2024 to 12/31/2024
Contract Number: 18-507-IHC

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

Quarter	County Share	Amount Requested	Balance
October 2024	$149,710.75		
January 2025	$149,710.75		
April 2025	$149,710.75		
July 2025	$149,710.75		
Total: $	598,843.00	$ -	$ -

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 _____

SUMMARY OF SERVICES

Fiscal Year Summary	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Clients Served					
(=) Total New Clients:					-
(+) Established Clients:					
(=)Total Clients Served:	-	-	-	-	
Program effectiveness Indicators:					
Clients Completed Program:					-
Clients dropped from Program:					-
% Effectiveness Ratio:	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Program Services					
Assessment/Evaluation:					-
Psychiatric Evaluation/Monitoring/Medication hour:					-
Crisis Support Availability Services:					-
Urinalysis Drug Testing:					-
Group Unit Service Education (SA Therapy or Seminars):					-
Detoxification Bed Day Unit of Service:					-
Residential Assessment and Stabilization Unit for Women Bed:					-
Case Management Unit of Service:					-
Agape Half-Way House Bed Day Unit of Service:					-
Half-Way House for Men Bed Day Unit of Service:					-
Level III Residential Bed Day Unit of Service:					-
Residential Unit for Men Bed Day Unit of Service:					-
Dual Diagnosis Florida Center Bed Day Unit of Service:					-
Severe Persistent Mental Illness Program Bed Day Unit of Service:					-
Total Services:	-	-	-	-	-
Value of Services					
Assessment/Evaluation:	$ -	$ -	$ -	$ -	$ -
Psychiatric Evaluation/Monitoring/Medication hour:	$ -	$ -	$ -	$ -	$ -
Crisis Support Availability Services:	$ -	$ -	$ -	$ -	$ -
Urinalysis Drug Testing:	$ -	$ -	$ -	$ -	$ -
Group Unit Service Education (SA Therapy or Seminars):	$ -	$ -	$ -	$ -	$ -
Detoxification Bed Day Unit of Service:	$ -	$ -	$ -	$ -	$ -
Residential Assessment and Stabilization Unit for Women Bed:	$ -	$ -	$ -	$ -	$ -
Case Management Unit of Service:	$ -	$ -	$ -	$ -	$ -
Agape Half-Way House Bed Day Unit of Service:	$ -	$ -	$ -	$ -	$ -
Half-Way House for Men Bed Day Unit of Service:	$ -	$ -	$ -	$ -	$ -
Level III Residential Bed Day Unit of Service:	$ -	$ -	$ -	$ -	$ -
Residential Unit for Men Bed Day Unit of Service:	$ -	$ -	$ -	$ -	$ -
Dual Diagnosis Florida Center Bed Day Unit of Service:	$ -	$ -	$ -	$ -	$ -
Severe Persistent Mental Illness Program Bed Day Unit of Service:	$ -	$ -	$ -	$ -	$ -
Total Value of Services:	$ -	$ -	$ -	$ -	$ -

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 Robert C. Rihn, 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.

Tri-County Human Services, inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Robert C. Rihn
PRINT NAME

CEO
TITLE
12/18/2024

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.

Tri-County Human Services, 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: Robert c. Rihn

TITLE: CEO

SIGNATURE: Robert C Rihn DATE: 12/18/2024