

**POLK COUNTY
THIRD AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT # 19-517-IHC**

This Third Amendment to Contract for Services ("Third Amendment") by and between **Winter Haven Hospital, Inc., a Florida not-for-profit corporation, d/b/a Center for Behavioral Health** ("CBH"), and Polk County, a political subdivision of the State of Florida ("COUNTY") is effective as of October 1, 2024, ("Third Amendment Effective Date"). (CBH and COUNTY shall be referred to jointly as the "Parties").

WITNESS TO:

WHEREAS, the Parties entered into that certain Contract which is effective from October 1, 2019 through September 30, 2024 for behavioral health services for qualified Polk County residents at or below 200% of the Federal Poverty Level ("FPL"); and

WHEREAS, the Parties now desire to enter into this Third Amendment for the purposes of extending the term of the Contract, increasing the funding 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 Parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The term of this Contract is effective October 1, 2019 through September 30, 2026.
3. Article II FUNDING Section 2.1 is amended and replaced as follows:

2.1 In consideration for CBH providing Services to Qualified Residents, the COUNTY will annually pay CBH a total amount not to exceed One Million Five Hundred Seventy-Six Thousand Two Hundred Eighty and no/100 Dollars (\$1,576,280) and pursuant to the procedures listed at ARTICLE III herein. Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY's obligation to pay the aforementioned amount is expressly contingent on approval by the COUNTY's Board of County Commissioners of the referenced budgeted amount.

4. Article VIII GENERAL PROVISIONS Section 8.6 is amended and replaced as follows:

8.6 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.

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 Third Amendment, CBH has executed an affidavit (Exhibit E) which has been signed by an officer or representative of CBH under penalty of perjury attesting that CBH 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. CBH 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 Third Amendment, CBH has executed an affidavit (Exhibit F) which has been signed by an officer or representative of CBH under penalty of perjury attesting that CBH 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. CBH 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 XVI: SUSPENSION AND TERMINATION is amended to add the following section:

16.5 Termination of Scrutinized Companies. This Contract may be terminated at the option of the COUNTY if CBH 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 CBH 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.

7. Article XV: NOTICES address for CBH is amended and replaced as follows:

Thomas M. Garthwaite, President
Winter Haven Hospital, Inc.
200 Avenue F, NE
Winter Haven, FL 33881

Copy to:
BayCare Health System, Inc.
2985 Drew Street
Clearwater, FL 33759
Attn: Legal Services Department

8. Article XVII: TERM is obsolete and eliminated.

9. Exhibit B Fee Schedule is amended and replaced with the attached Exhibit B Fee Schedule of this Third Amendment.
10. Exhibit C Invoice Sample is amended and replaced with the attached Exhibit C Invoice Sample of this Third Amendment.
11. Exhibit E No Coercion for Labor or Services Affidavit is incorporated in the Contract with the attached Exhibit E No Coercion for Labor or Services Affidavit of this Third Amendment.
12. Exhibit F Foreign Country of Concern Affidavit is incorporated in the Contract with the attached Exhibit F Foreign Country of Concern Affidavit of this Third Amendment.
13. Except as specifically set forth in this Third 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 Third Amendment effective the Third Amendment Effective Date.

WINTER HAVEN HOSPITAL, INC.
a Florida not-for-profit corporation

POLK COUNTY, a political subdivision of the State of Florida

By: Thomas M. Garthwaite
Thomas M. Garthwaite, President

By: _____
T.R. Wilson Chairman

Date: 11-19-2024

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

Jammy H Jackson
Witness

By: _____
Deputy Clerk

HJ Nobles
Witness

Approved as to form and legal sufficiency:

By: _____
County Attorney's Office

FEE SCHEDULE

Service	CPT	Rate	Up-Charge for In-Home Place of Service	Limits
Bio-Psychosocial Evaluation	H0001-HN (Substance Abuse) H0031-HN (Mental Health)	\$87.00 per assessment	\$8.70	1 per recipient per county fiscal year
Case Management	T1016	\$17.00 per episode	n/a	Per 15 min episode. No limits
Family Therapy	H2019-HR	\$87.00 per therapy	\$8.70	26 per recipient per county fiscal year
Group Therapy	H2019-HQ	\$87.00 per therapy	\$8.70	26 per recipient per county fiscal year
In-depth Assessment	H0031-TS (Mental Health) H0031-HO (Substance Abuse)	\$125.00 per assessment	\$12.50	1 per recipient per county fiscal year
Individual Therapy	H2019-HR	\$87.00 per therapy	\$8.70	26 per recipient per county fiscal year
Labs for required medications		100% of costs	n/a	Up to 4 labs per recipient per county fiscal year
Genetic Testing		\$399.00 per test	n/a	1 per recipient per recipient's life
Medication Management	T1015	\$85.00 per event	n/a	No limits
Medications		100% of cost	n/a	Brand name medications covered up to 90 days per recipient per county fiscal year. Generic medications will be covered, with no limit, if equivalent medication is not available through the Prescription Assistance Program.
Psychiatric Evaluation	H2000	\$339.00 per evaluation	n/a	1 per recipient per county fiscal year
Treatment Plan Initial (Clinical)	H0032 (Mental Health) T1007 (Substance Abuse)	\$87.00 per event	n/a	1 per recipient per county fiscal year
Treatment Plan Initial (Psych)	H0032 (Mental Health) T1007 (Substance Abuse)	\$87.00 per event	n/a	1 per recipient per county fiscal year
Treatment Plan Review (Psych or Clinical)	H0032-TS (Mental Health) T1007-TS (Substance Abuse)	\$44.00 per event	n/a	Up to 4 per recipient per county fiscal year
Urinalysis Drug Testing	H0048	\$25.00 per test	n/a	No limits

Any exception to the service limits needs prior approval by County.

INVOICE SAMPLE



Invoice

[Your Company Name]

[Street Address]

[City, ST ZIP Code]

Date: October 2, 2024

Invoice #: [100]

Service Period: 10/1/2024 to 12/31/2024

Contract Number: [ABC12345]

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

Service	CPT	Rate	Units	Total Invoice
Bio-Psychosocial Evaluation	H0001-HN (Substance Abuse)	\$ 87.00		\$ -
	H0031-HN (Mental Health)			
Bio-Psychosocial Evaluation (In-Home)	H0001-HN (Substance Abuse)	\$ 95.70		\$ -
	H0031-HN (Mental Health)			
Case Management	T1016	\$ 17.00		\$ -
Family Therapy	H2019-HR	\$ 87.00		\$ -
Family Therapy (In-Home)	H2019-HR	\$ 95.70		\$ -
Group Therapy	H2019-HQ	\$ 87.00		\$ -
Group Therapy (In-Home)	H2019-HQ	\$ 95.70		\$ -
In-depth Assessment	H0031-TS (Mental Health)	\$ 125.00		\$ -
	H0031-HO (Substance Abuse)			
In-depth Assessment (In-Home)	H0031-TS (Mental Health)	\$ 137.50		\$ -
	H0031-HO (Substance Abuse)			
Individual Therapy	H2019-HR	\$ 87.00		\$ -
Individual Therapy (In-Home)	H2019-HR	\$ 95.70		\$ -
Labs for required medications		100% Cost		\$ -
Genetic Testing		\$ 399.00		\$ -
Medication Management	T1015	\$ 85.00		\$ -
Medications		100% Cost		\$ -
Psychiatric Evaluation	H2000	\$ 339.00		\$ -
Treatment Plan Initial (Clinical)	H0032 (Mental Health)	\$ 87.00		\$ -
	T1007 (Substance Abuse)			
Treatment Plan Initial (Psych)	H0032 (Mental Health)	\$ 87.00		\$ -
	T1007 (Substance Abuse)			
Treatment Plan Review (Psych or Clinical)	H0032-TS (Mental Health)	\$ 44.00		\$ -
	T1007-TS (Substance Abuse)			
Urinalysis Drug Testing	H0048	\$ 25.00		\$ -

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

19-517-IHC

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 THOMAS M. GARTHWAITE, President (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.

WINTER HAVEN HOSPITAL / BAYCARE HEALTH SYSTEM
NONGOVERNMENTAL ENTITY

Thomas M. Garthwaite
SIGNATURE

THOMAS M. GARTHWAITE
PRINT NAME

President
TITLE

11-19-2024
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.](#)

WINTER HAVEN HOSPITAL / BAYCARE HEALTH (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: THOMAS M. GARTHWAITE

TITLE: PRESIDENT

SIGNATURE: Thomas M. Garthwaite

DATE: 11-19-2024