

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

This First Amendment to Contract for Services (“First Amendment”) is made effective from **October 1, 2023** (“First 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 now desire to enter into this First 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 In consideration for TCHS providing Services to Qualified Residents, the COUNTY will annually pay TCHS a total amount not to exceed One Million Five Thousand Nine Hundred and Twenty-Nine and no/100 dollars (\$1,005,929) as described in the attached Exhibit B (“Fee 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.
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 monthly invoice for Services rendered 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 by the last calendar day of the month following the end of the month 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 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 TCHS for Services on a monthly basis based upon approved invoices.
4. Article IV REPORTING Section 4.1 A is amended and replaced as follows:
 - 4.1 A. Summary of Services – This will be a monthly report. TCHS 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 month, 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.

5. Exhibit B Payment Schedule is amended and replaced to the attached Exhibit B Fee Schedule of this First Amendment.
6. Exhibit C Invoice Sample is amended and replaced to the attached Exhibit C Invoice Sample of this First Amendment.
7. Article VIII GENERAL PROVISIONS is amended to add Section 8.6 as follows:

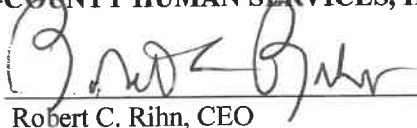
8.6 Employment Eligibility Verification (E-Verify)

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

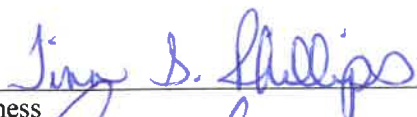
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE FIRST AMENDMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.


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: 10/23/2023


Witness


Witness

POLK COUNTY, a political subdivision of the State of Florida

By: _____
George M. Lindsey, III, Chairman

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney's Office

FEE SCHEDULE

Service	HCPCS Code	Rate	Limits
Alcohol and/or drug services; acute detoxification bed-day (residential addiction program inpatient)	H0011	\$423.21 per patient per day	No limits

INVOICE SAMPLE



Invoice

Tri-County Human Services, Inc.

[Street Address]

[City, ST ZIP Code]

Date: October 10, 2023

Invoice #: [100]

Service Period: 10/1/2023 to 10/31/2023

Contract Number: 18-507-IHC

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

Service	CPT	Rate	Units	Total Invoice
Alcohol and/or drug services; acute detoxification bed-day (residential addiction program inpatient)	H0011	\$ 423.21		\$ -
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