

**POLK COUNTY  
CONTRACT FOR SERVICES  
CONTRACT # 22-546-IHC**

This Contract for Services ("Contract") is made effective from **October 1, 2022** ("Effective Date") by and between **United Way of Central Florida, Inc.**, ("UWCF"), and Polk County, a political subdivision of the State of Florida ("COUNTY"), (UWCF and COUNTY shall be jointly referred to herein as the "Parties").

**WITNESS TO:**

WHEREAS, the COUNTY wishes to fund services primarily for its medically poor and low-income residents in an effort to improve their health outcomes, and to improve health disparities among all Polk County residents; and

WHEREAS, the COUNTY proposes to contract with UWCF in providing the services, leveraging the parties relationship to build community engagement and support so the COUNTY's funds will be allocated throughout the county to address social determinants of health for disparate populations and to implement solutions to reduce health disparities; and

WHEREAS, the COUNTY wishes to deliver the services through innovative, cost-effective Behavioral Health and Prevention and Early Intervention pilot programs; and

WHEREAS, to implement such programs the COUNTY has requested and UWCF has agreed to solicit program applications and identify programs meeting the COUNTY's requirements, and to hold, manage, administer, and distribute the COUNTY funds supporting the selected programs to accepted applicants as further described in this Contract; and

WHEREAS, to connect those in need of assistance with the pilot programs, the additional resources of the Polk HealthCare Plan, and with other supporting entities and agencies which address the social determinants of health, the COUNTY also intends to provide funding required to engage UWCF Community Navigators who will enhance linkage and connect Polk County residents by referral and application assistance to all these resources; and

WHEREAS, UWCF has agreed to assist the COUNTY by obtaining and directing the Community Health Navigators;

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 UWCF shall undertake and perform all tasks and services (collectively, the "Services") necessary to implement the applicable programs targeting the medically poor and low-income residents of Polk County which are identified in Exhibit A, Scope of Services for Behavioral Health and Prevention and Early Intervention Initiative, and in Exhibit E, Scope of Services for Community Navigation, both of which are attached to this Contract and incorporated herein by reference.
- 1.3 The Services shall not be altered without prior written approval from the COUNTY.
- 1.4 In performing its obligations under this Contract, UWCF shall be an independent contractor and not an officer, employer, or agent of the COUNTY. UWCF and its agents, employees, officers, subcontractors, or assignees shall not represent to others that it is an agent of or has the authority to bind the COUNTY by virtue of the Contract or otherwise.

- 1.5 Funding provided by the Contract shall be used only for services to Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-76, as amended. When determining whether an individual is a Qualified Resident UWCF and its agents, employees, officers, and subcontractors shall utilize the eligibility requirements stated in Exhibit B, Eligibility Criteria, which is attached and made part of this Contract.

**ARTICLE II**  
**FUNDING, PROCEDURES FOR INVOICING, AND PAYMENT**

- 2.1 In consideration for UWCF providing the Services, the COUNTY will annually pay UWCF a total amount not to exceed Six Million and no/100 Dollars (\$6,000,000), as follows:
- A. An amount not to exceed Five Million Two Hundred Thousand and no/100 Dollars (\$5,200,000) for the Behavioral Health and Prevention and Early Intervention Services as identified in Exhibit A.
    - 1. In October of each Contract Year, UWCF shall deliver, or cause to be delivered, to the COUNTY an invoice to request the up-front funding.
    - 2. Upon receipt of funds from the COUNTY, UWCF shall immediately deposit and maintain the funds in a separate account, that is a federally insured financial institution. The funds, or any portion thereof, shall not be commingled with funds from any other source.
    - 3. UWCF shall provide the COUNTY with the below monthly reporting. All reporting is due by the last calendar day of the month following the end of the month which is the subject of the report. (See Exhibit C, Reporting, attached to and made part of this Contract.)
      - a. Executive Dashboard (See Exhibit C)
      - b. Payment Register (See Exhibit C)
    - 4. Any funds paid to or received by UWCF to include without limitation interest accrued pursuant to Section A. 2., above, which are unspent during a Contract Year must be returned to the COUNTY on or before October 31<sup>st</sup> of the immediately following Contract Year.
  - B. An amount not to exceed Three Hundred Thousand and no/100 Dollars (\$300,000) for the Project Administration and Administrative Services as identified in Exhibit A.
    - 1. UWCF shall deliver, or cause to be delivered, to the COUNTY a monthly invoice in accordance with the Administrative Fee Schedule (See Exhibit D, Fee Schedule for Administrative Services, attached to and made part of this Contract). 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.
  - C. An amount not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000) for the UWCF Community Health Care Navigator Services as identified in Exhibit E.
    - 1. UWCF shall deliver, or cause to be delivered, to the COUNTY an invoice to request the up-front funding amount not to exceed Forty Thousand and no/100 Dollars (\$40,000) to be deducted from the final invoice.
    - 2. UWCF shall deliver, or cause to be delivered, to the COUNTY a monthly invoice in accordance with the UWCF Community Health Care Navigator Fee Schedule (See Exhibit F, Fee Schedule for UWCF Community Navigators, attached to and made part of this Contract). 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.

3. UWCF shall provide the COUNTY with the below monthly reporting. All reporting is due by the last calendar day of the month following the end of the month which is the subject of the report. (See Exhibit G, Navigators Reporting Elements, attached to and made part of this Contract. )

- a. Navigators Reporting Elements

Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY's obligation to pay the aforementioned amounts, or any portion thereof, is expressly contingent on approval by the COUNTY's Board of County Commissioners of the referenced budgeted amount.

- 2.2 The COUNTY may, at its discretion, inspect any documents, records, and files retained by UWCF to verify accuracy of all submitted invoices and reports.
- 2.3 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 UWCF for Services on a monthly basis based upon approved invoices.
- 2.4 UWCF agrees to return to the COUNTY any overpayments of funds disallowed pursuant to the terms and conditions of the Contract. In the event 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 the COUNTY first discovers an overpayment has been made, the COUNTY will notify UWCF of such findings.

### **ARTICLE III**

#### **POLK HEALTHCARE PLAN REFERRALS AND REPORTING**

- 3.1 UWCF 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 UWCF at least ten (10) days before the date the COUNTY must receive the requested information.
- 3.2 UWCF, its navigators and sub-contractors, shall refer potentially eligible clients to the Polk HealthCare Plan. The COUNTY has a county-wide, COUNTY provided electronic shared data information system to determine and record client eligibility, track program data and services, and to utilize for the purpose of sending eligibility referrals electronically to the Polk HealthCare Plan for potential membership. At the COUNTY's discretion, some service types/elements may be required to be entered into the shared data information system. COUNTY will provide UWCF and its subcontractors with information relevant to support and coordination for the Electronic Eligibility System upon request, as needed.
- 3.3 UWCF 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.
- 3.4 If UWCF is unable to submit any required reporting as identified in subsection 2.1 A. 3. by its due date, UWCF shall notify the COUNTY in writing prior to the due date. The COUNTY may withhold payment in accordance with Article XIV of this Contract until all required reporting has been submitted to the COUNTY by UWCF.
- 3.5 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 IV below. If UWCF would materially fail to comply with its Contract obligations, the COUNTY may seek the remedies stated in Article XIV of this Contract.

### **ARTICLE IV**

#### **EVALUATION AND MONITORING**

- 4.1 UWCF agrees that the COUNTY will monitor and evaluate UWCF's Services and its performance of its Contract activities as determined necessary by the COUNTY to include without limitation UWCF's Article II and III reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations

substantiating UWCF is satisfactorily performing all its Contract obligations. The COUNTY's monitoring and evaluation shall be based on the terms of this Contract. Upon request UWCF shall furnish the COUNTY or its designees, copies and/or transcriptions of such records and information as determined reasonably necessary by the COUNTY for monitoring and evaluating UWCF's Contract performance. UWCF shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.

- 4.2 UWCF will furnish to the COUNTY the data it determines necessary to evaluate the effectiveness of the Services funded under this Contract.
- 4.3 UWCF 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 V**

### **FINANCIAL RESPONSIBILITY**

- 5.1 UWCF 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.
- 5.2 UWCF shall also provide for audit purposes (upon request) all files, records and documents pertaining to all Service delivery related activities.
- 5.3 Any funds expended in violation of this Contract shall be refunded in full by UWCF to COUNTY from non-federal and non-state resources.

## **ARTICLE VI**

### **ASSURANCES**

- 6.1 UWCF shall require in the agreements with all its agents, contractors, and subcontractors providing the Services to provide the same assurances UWCF provides in Section 6.2, below.
- 6.2 UWCF shall comply with the following assurances:
  - A. UWCF 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 UWCF shall also regulate the program operation of UWCF. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, UWCF'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 UWCF receives Federal financial assistance.
  - C. UWCF shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status, or refusal to actively participate in a religious practice. UWCF shall assure that one type of religious adherence is not encouraged or favored over another. Funding received through this Contract may not be expended for sectarian worship, instruction, or proselytization.
  - D. UWCF 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, UWCF 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, UWCF certifies that it has a policy designed to ensure that UWCF's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- F. UWCF 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." UWCF acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, UWCF 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," UWCF 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"). UWCF 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 UWCF dispenses medicinal drugs, UWCF 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.
- I. UWCF 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.
- J. Use of County Seal / Logo. The COUNTY consents to UWCF and its subcontractors limited use of the COUNTY seal or logo in efforts to publicize the availability and use of funding. UWCF shall coordinate with the COUNTY for obtaining the seal or logo.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

- 7.1 As applicable, UWCF shall 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.
- 7.2 Public Meetings and Records.
  - A. UWCF 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. UWCF further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, UWCF 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, UWCF 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 UWCF 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 UWCF or keep and maintain public records required by the COUNTY to perform the service. If UWCF transfers all public records to the COUNTY upon completion of this Contract, UWCF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UWCF keeps and maintains public records upon completion of this Contract, UWCF 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 UWCF has questions regarding the application of Chapter 119, Florida Statutes, to UWCF'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

### 7.3 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.

- 7.4 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.
- 7.5 The Parties have been represented by counsel, or have had the opportunity to be represented by counsel, during the negotiation and preparation of this Contract and therefore waive the application of any law or rule of construction providing that ambiguities in a contract shall be construed against the Party drafting the contract.
- 7.6 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.
- 7.7 All notices required by this Contract shall be in writing.

#### **ARTICLE VIII** **CONFLICT OF INTEREST**

- 8.1 No person who is an employee, agent, consultant, officer, or appointed official of UWCF 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 IX** **INDEMNIFICATION**

- 9.1 UWCF 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 UWCF, or of any of its agents, employees, contractors, subcontractors or other party it engages to provide the Services, which are committed in connection with this Contract, UWCF's or their performance hereof, or any work performed hereunder. UWCF 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 UWCF or any of its agents, employees, contractors, subcontractors, or other party it engages to provide the Services or perform work hereunder. Funds made available pursuant to this Contract shall not be used by UWCF for the purpose of initiating or pursuing litigation against the COUNTY.

- 9.2 In all contracts UWCF enters with any agent, contractor, subcontractor, or other party providing the Services, UWCF will include within each contract that party's indemnity of the County in the same form stated in Section 9.1, above.
- 9.3 UWCF shall continually provide insurance, at least to the extent described in Article X below. Prior to the execution of the Contract, UWCF shall furnish the COUNTY with written verification of the existence of such insurance coverage.
- 9.4 UWCF shall promptly notify the COUNTY of any potential or actual legal actions taken against UWCF or any of its agents, employees, contractors, subcontractors or other party it engages to provide the Services, related to the Services or work performed hereunder, or that may impact UWCF's ability to deliver the Services, or that may otherwise adversely impact the COUNTY.

#### **ARTICLE X** **INSURANCE**

- 10.1 UWCF 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. Comprehensive Automobile Liability Insurance -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- 10.2 UWCF 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.
- 10.3 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.
- 10.4 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".
- 10.5 In the event of any failure by UWCF to comply with the provisions of this Article X, the COUNTY may, at its option, upon notice to UWCF suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at UWCF's expense, provided that the COUNTY shall have no obligation to do so. UWCF shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- 10.6 UWCF shall provide property insurance for all property in an amount satisfactory to the COUNTY. UWCF shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by UWCF to its contractors.



**ARTICLE XI**  
**MODIFICATION**

- 11.1 The COUNTY may, at its discretion and upon provision of proper notice to UWCF, 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.
- 11.2 No modification to this Contract shall be binding on either party unless in writing and signed by both parties.

**ARTICLE XII**  
**APPLICABLE LAWS AND COURTS**

- 12.1 The COUNTY and UWCF 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 XIII**  
**NOTICES**

- 13.1 The COUNTY and UWCF 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:

**UNITED WAY OF CENTRAL FLORIDA, INC.:**

Christina Criser, President and CEO  
United Way of Central Florida, Inc.  
P.O. Box 1357  
Highland City, FL 33846  
Tel 863-648-1500

**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 XIV**  
**SUSPENSION AND TERMINATION**

- 14.1 **Remedies for Non-compliance:** If UWCF 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 it deems appropriate in the circumstances:
- A. Temporarily withhold cash payments pending UWCF'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 Services, 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.

- 14.2 Hearings Appeals: In taking an action listed in Section 14.1 or in any other provision of the Contract, the COUNTY will provide UWCF an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which UWCF is entitled to receive under any statute or regulation applicable to the particular action involved.
- 14.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by UWCF in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other UWCF 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 UWCF 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.
- 14.4 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.
- 14.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the COUNTY if UWCF 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 UWCF 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 XV**

### **TERM**

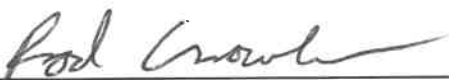
- 15.1 This Contract shall take effect on the Effective Date. This Contract shall have an initial term of one (1) year commencing October 1, 2022 and terminating September 30, 2023 with the option to renew the Contract for a maximum of four (4) one-year renewal terms. The one-year renewal terms shall commence October 1<sup>st</sup> of their renewal year without further action of either Party unless: (i) the Contract has been terminated prior to that date pursuant to Article XIV above; or (ii) on or before August 1<sup>st</sup> prior to renewal, the COUNTY delivers notice to UWCF that the COUNTY has elected not to extend the Contract for the upcoming renewal term. The initial term and each one-year renewal term is a "Contract Year."

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

**UNITED WAY OF CENTRAL FLORIDA, INC.**

BY:   
Christina Criser, President and CEO

DATE: 9/8/2022

  
WITNESS

  
WITNESS

**POLK COUNTY**, a political subdivision of the State of Florida

BY: \_\_\_\_\_  
Dr. Martha Santiago, Chair

DATE: \_\_\_\_\_

ATTEST: Stacy M. Butterfield, Clerk

BY: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency:

BY: \_\_\_\_\_  
County Attorney's Office

**SCOPE OF SERVICES**  
**for the**

**Administration / Project Management of the Behavioral Health & Prevention and Early Intervention Initiative**

UWCF will provide Project Administrative Services that will include the following:

**1. Project Planning and Objective Setting Meeting and Pre-Qualification**

UWCF will conduct project planning meetings with the COUNTY. The goal is to confirm the COUNTY's key objectives, qualifying criteria, and timeline for the project and for the allocation of \$5.2 million in Indigent Health Care (IHC) funds to UWCF for the innovative, cost-effective Behavioral Health and Prevention and Early Intervention pilot programs targeted to address social determinants of health for Behavioral Health / Prevention and Early Intervention.

**2. UWCF Request for Proposal (RFP) Release and Selection**

- a. UWCF will develop the RFP incorporating the COUNTY-specific objectives determined during the planning meeting. The RFP will include the required scope of services, application requirements, questionnaire and fee exhibits customized to reflect the COUNTY's desire.
- b. Once finalized, UWCF will release the RFP.
- c. UWCF will manage the communication process with applicants and obtain clarification as necessary.
- d. UWCF will establish a Selection Committee that will select proposals and funding distribution.

Activities	Timing Draft
<b>Distribute RFP</b>	
• Release RFP to bidders	• Oct 3
• Address bidder questions and coordinate responses	• Oct 10 – Oct 14
• Bidder proposals due	• Oct 28
<b>RFP Selection</b>	
• Selection Committee instructions meeting. (mandatory)	• Nov 1
• Individual review proposals and pricing terms	• Nov 7 – Oct 10
• Selection decision	• Nov 11
<b>Notify the County</b>	• Nov 14
<b>UWCF Board Approval</b>	• Nov 17
<b>Officially awards the business, informs successful applicant(s)</b>	• Nov 18
<b>Sub-Contract(s) Effective Date</b>	• Dec 1

**3. Project Management and Administration Services:** Process, issue and distribute payments for services to sub-contractors, monthly reporting package and monitoring of sub-contractors.

- a. Chief Operating Officer: Leads funding initiative pilot with COUNTY. Determines priority of scheduling and information flow. Responsible for leading efforts around budget, scope of work, and RFP. Serves as lead liaison between UWCF, COUNTY, and community partners. Chief Executive Officer will assist in all aspects of the Chief Operating Officer's role and lead in conjunction but will not be included in administrative reimbursement.

- b. Manager of 211: Facilitates cultivation and creation of funding initiative pilot regarding navigator services. Manages navigator program, which includes hiring of lead navigator and navigator team. Leads training efforts and identification of target audiences. Perform other duties as assigned.
- c. Community Impact Manager: Provides support to the Chief Operating Officer to assist in grant application completion, which includes follow-up, locating backup, verification, and authentication. Facilitates award letters and grant expectations. Perform other duties as assigned.
- d. Community Impact Assistant: To enhance Funding Initiative effectiveness by ensuring project objectives are met and compliant. Provides a broad range of administrative services to the Chief Operating Officer. Coordinates scheduling, meeting space, and check-in meeting with subrecipients. Perform other duties as assigned.
- e. RFP/ QA Coordinator: To provide monitoring oversight and management of sub-contractors for behavioral health and early intervention health services. Responsible for site visits, proper verification of service(s) being provided, and qualifying residents are being served. Perform other duties as assigned.
- f. Finance Processing: Bank account management and reconciliation for the \$5.2 million in IHC funds given up-front to UWCF by the COUNTY. Process sub-contractor invoices for payment. Prepare monthly bank reconciliation and payment register report to the COUNTY.
- g. Reporting: Provides support to the RFP/QA Coordinator and Lead Navigator to provide required and appropriate reporting to the COUNTY. Includes reconciling billings, reimbursements, monthly reporting, and verification of proper documentation.

**ELIGIBILITY AND REPORTING CRITERIA**  
**for the**  
**Behavioral Health & Prevention and Early Intervention Initiative**

UWCF and its subcontractors will ensure that individual(s) participating in innovative, cost-effective programs approved by the COUNTY will meet the following criteria:

**1. NON-RECURRING VISIT/SERVICE CRITERIA:**

All recipients receiving a non-recurring visit/service will be required to meet Polk County residency requirement as established utilizing **one** of the following:

- a. Florida Driver License or Florida Identification Card
- b. COUNTY approved Declaration of Domicile Form

**2. RECURRING VISIT/SERVICE CRITERIA:**

All recipients receiving recurring visits/services must meet **all** of the following criteria:

- a. Provide proof that they are a current, full-time resident of Polk County in accordance with COUNTY approved policy.
- b. Have a gross family/household income at or below 200% of the Federal Poverty Level Guidelines in accordance with COUNTY approved policy.
- c. Have no other health insurance or the availability of formal health coverage, including Medicaid, Medicare, Veteran's Health Benefits, or any private insurance.

UWCF and its subcontractors will ensure that a minimum of the following data elements are captured for each visit/service.

- a. Date of Service: MM/DD/YYYY
- b. Service Location
- c. Service Type Provided
- d. Client First Name
- e. Client Middle Name Initial
- f. Client Last Name
- g. Client Date of Birth: MM/DD/YYYY
- h. Client Residential Address:
- i. Client Zip Code:
- j. Insurance Status: Medicaid, Medicare, Private, Uninsured
- k. Refer to Polk HealthCare Plan: Yes, No
- l. Contact Phone Number: (999)999-9999

At the COUNTY's discretion, some service types/elements may be required to be entered into the shared data information system.

## REPORTING

## EXECUTIVE DASHBOARD

Report Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_

[illegible]

## Payment Register

Agency Name	Invoice Number	Invoice Date	Paid Date	Paid Amount	Payment Number
-------------	----------------	--------------	-----------	-------------	----------------

**FEE SCHEDULE**  
**for**  
**ADMINISTRATIVE SERVICES**

Services	Bill Rate
<b>Administrative Services</b> <ul style="list-style-type: none"><li>• Collect data and draft RFP; Release RFP to Bidders; Select vendors and negotiate contracts</li><li>• Bank account management and reconciliation of COUNTY funds transferred to UWCF</li><li>• Process, issue and distribute payments for services</li><li>• Monthly Reporting Package</li><li>• Monitoring of sub-contractors</li></ul>	An amount not to exceed \$25,000 per month



**SCOPE OF SERVICES  
for  
UWCF Community Navigation**

United Way will establish a team of up to six (6) county-wide Navigators and one (1) Lead Navigator to connect residents to the Polk HealthCare Plan and to provide linkage and support to other social services, including, but not limited to food, housing, and transportation assistance. Navigators shall play a key role as connectors, mediators and messengers to vulnerable and marginalized residents who need to be linked to health resources and information so that they can achieve optimal physical and emotional health.

The Navigators (Bachelor's Level Preferable and Peer Specialist Level) will provide the following services:

- Utilize a universal screening tool to identify and provide linkage to community benefits and resources as appropriate for residents to social services, including, but not limited to food, housing, and transportation assistance (i.e. SNAP, Medicaid, and KidCare);
- Channel referrals to, and provide application assistance for, the Polk HealthCare Plan through its online portal;
- Enhance linkage and connectivity through use of a unilateral Community Information Exchange (CIE) (i.e. Unite Us or FindHelp) for referrals and Case Management;
- Participate in and/or facilitate community outreach events promoting the Polk HealthCare Plan and other initiatives.

The Lead Navigator will provide the following services:

- Oversee Navigators Program;
- Supervise Navigators staff;
- Utilize a universal screening tool to identify and provide linkage to community benefits and resources as appropriate for residents to social services, including, but not limited to food, housing, and transportation assistance (i.e. SNAP, Medicaid, and KidCare);
- Channel referrals to, and provide application assistance for, the Polk HealthCare Plan through the online portal;
- Enhance linkage and connectivity through use of a unilateral Community Information Exchange (CIE) (i.e. Unite Us or FindHelp) for referrals and Case Management;
- Participate in and/or facilitate community outreach events promoting the Polk HealthCare Plan and other initiatives;
- Other related duties as may be directed from time to time.

**FEE SCHEDULE  
for  
COMMUNITY HEALTH CARE NAVIGATION**

Services Type	Rate	Markup	Total Billing Rate	Billing Requirement
Lead Navigator	\$46.15/hr	\$4.62/hr	\$50.77/hr	Time Sheet Log that includes: Name of employee, title, location, date, hours worked, and signature of employee and signature of supervisor.
Navigator – Bachelor's/Non-Bachelor's Level	\$30.00/hr	\$3.00/hr	\$33.00/hr	
Navigator –Peer Specialist Level	\$25.00/hr	\$2.50/hr	\$27.50/hr	
Travel Mileage Reimbursement	\$0.625/mil	\$0	\$0.625/mil or updated per IRS Standard Mileage Rate for Business	Travel Mileage Log Form

## NAVIGATORS REPORTING ELEMENTS

UWCF will report the minimum data elements for Community Health Care Navigator services:

- Number of screenings / consultations
- Based upon those screenings – number of referrals and to what resource(s)
- Specific Need(s): Housing / Food / Health, etc.
- Number of applications submitted for Polk HealthCare Plan membership
- Number of unduplicated persons served
- Number of outreach events / activities

Sample Report:

Date of Report \_\_\_\_\_ to \_\_\_\_\_

Date of Event	Site Location	Patient ID	Gender	Age	Zip Code	Insurance Status	Specific Need	Referrals	PHP Application