

**POLK COUNTY
FIRST AMENDMENT TO CONTRACT FOR FUNDING
CONTRACT # 24-567-IHC**

This First Amendment to Contract for Funding ("First Amendment") by and between **Central Florida Health Care, Inc.** ("CFHC"), and Polk County, a political subdivision of the State of Florida ("COUNTY") is effective as of October 1, 2025, ("First Amendment Effective Date"). (CFHC and COUNTY shall be referred to jointly as the "Parties").

WITNESS TO:

WHEREAS, the Parties entered into that certain Contract which is effective from April 1, 2024 through September 30, 2025 for capital funding for the purchase and renovation of the Mulberry Community Health Center; and

WHEREAS, the Parties now desire to enter into this First Amendment for the purposes of extending the term of the Contract and increasing the funding amount; 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 April 1, 2024 through September 30, 2026.
3. Article 2 Funding, Procedures for Invoicing and Payment; Repayment Obligation; Lien section a. is amended and restated as follows:
 - a. The COUNTY agrees to pay CFHC an amount not to exceed Five Million Five Hundred Fifteen Thousand Five Hundred and no/100 dollars (\$5,515,500) (the "Award") as described in Exhibit A (the "Budget") solely for reimbursement of the purchase price of the Property and Project construction costs CFHC incurred renovating the Mulberry Community Health Center, as follows:
 - i. Up to Two Million Fifty Thousand and no/100 dollars (\$2,050,000) for the contracted purchase price of the Property. CFHC will provide the COUNTY a copy of the final closing statement which verifies the purchase price CFHC paid at closing.
 - ii. Up to Three Million Four Hundred Sixty-Five Thousand Five Hundred and no/100 dollars (\$3,465,500) for renovation costs. The COUNTY will disburse the Award to CFHC in one or more payments of various amounts as described in Section 2.b. below.

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 5 Assurance/General Provisions is amended to add the following section:
 - f. No Coercion for Labor or Services. Concurrently with its execution of this First Amendment, CFHC has executed an affidavit (Exhibit D) which has been signed by an officer or representative of CFHC under penalty of perjury attesting that CFHC 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. CFHC shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.

5. Exhibit A Budget is amended and replaced with the attached Exhibit A Budget of this First Amendment.
6. Exhibit D No Coercion for Labor or Services Affidavit is incorporated in the Contract with the attached Exhibit D No Coercion for Labor or Services Affidavit of this First Amendment.
7. Except as specifically set forth in this First 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 First Amendment effective the First Amendment Effective Date.

CENTRAL FLORIDA HEALTH CARE, INC.
a Florida not-for-profit corporation

By: Ann Claussen
Ann Claussen, Chief Executive Officer

Date: 7/24/2025

Christie Palmerston
Witness

J. Bay
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

BUDGET

BUDGET FORM

Central Florida Health Care Inc.

47 5th Street NW
Winter Haven, FL 33881

To: Polk Co., a political subdivision of the State of Florida

Community Health Care
2135 Marshall Edwards Drive
Bartow, FL 33830

Agreement # 24-567-IHC

Capital Project: Project Design, Development, Construction	IHC Funding	Other Funding	Total Project Budget
Purchase of Property	\$ 2,050,000	\$ -	\$ 2,050,000
Architecture and Design Services	\$ -	\$ 159,600	\$ 159,600
Project Inspection & Permitting Fees	\$ -	\$ 15,000	\$ 15,000
Site Work	\$ -	\$ -	\$ -
Demolition & Removal	\$ -	\$ 20,000	\$ 20,000
Construction Services	\$ 3,465,500	\$ -	\$ 3,465,500
Test and Balance	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Sub-Total Project:	\$ 5,515,500	\$ 194,600	\$ 5,710,100
Contingencies	\$ -	\$ -	\$ -
Sub-Contingencies:	\$ -	\$ -	\$ -
Total Project:	\$ 5,515,500	\$ 194,600	\$ 5,710,100

Procedures for invoicing and payment:

1. CFHC shall deliver, or cause to be delivered, a monthly invoice for eligible expenses by utilizing an invoice on CFHC letterhead in form and content similar to the form found in Exhibit B. 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.
2. Appropriate back-up/supporting documentation includes: signed AIA Document G702-1992 "Application and Certification for Payment"; signed AIA Document G703 "Continuation Sheets"; and copy of check issued to the construction company.

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 Ann Claussen, 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.

Central Florida Healthcare
NONGOVERNMENTAL ENTITY

Ann Claussen
SIGNATURE

Ann Claussen
PRINT NAME

CEO
TITLE

7/24/2025
DATE