

**POLK COUNTY  
CONTRACT FOR FUNDING  
CONTRACT # 23-563-IHC**

This Contract for Services (“Contract”) is made effective from July 1, 2024 (“Effective Date”) to September 30, 2025 by and between Central Florida Speech & Hearing Center, Inc., (“CFSHC”), and Polk County, a political subdivision of the State of Florida (“COUNTY”), (CFSHC and COUNTY shall be jointly referred to herein as the “Parties”).

**RECITALS**

WHEREAS, on August 7, 2023, the County issued a Request for Applications (the “RFA”) seeking applications for projects and programs which will provide or support the delivery of health care services to those Polk County residents who are “qualified residents” as defined in Polk County Ordinance 2015-76, the Polk County Indigent Health Care Plan Extension Ordinance; and

WHEREAS, CFSHC timely submitted an application (the “Application”) responding to the RFA in which CFSHC proposed to expand audiology services to qualified residents through its purchase of and build-out of mobile health/audiology services cargo vans (the “Project”) all as more fully described in the Application; and

WHEREAS, after evaluating and scoring the Project in accordance with the RFA, the County RFA selection committee recommended funding CFSHC’s Project and the Citizens Healthcare Oversight Committee approved the recommendation; and

WHEREAS, the County has determined it is in the best interest of Polk County residents to support the Project by awarding CFSHC funding upon the terms and conditions described in this Contract; and

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

1. Recitals. The forgoing recitals are true correct and are incorporated herein by reference.
2. Funding, Procedures for Invoicing and Payment; Repayment Obligation.
  - a. The COUNTY agrees to pay CFSHC an amount not to exceed Two Hundred Ninety-One Thousand Six Hundred Six and no/100 dollars (\$291,606) (the “Award”), as described in Exhibit A (the “Expenses”) for reimbursement of Project expenses.
    1. CFSHC agrees to provide to the COUNTY quotes in accordance with County requirements for the purchase and build-out of two cargo vans that CFSHC will utilize as mobile units for the provision of services to Qualified Polk County Residents.

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.

- a. CFSHC shall, as needed, deliver or cause to be delivered a monthly invoice as described in Exhibit B (Invoice Template) for reimbursement of Project services costs it has incurred. 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. Supporting documentation for invoice(s) shall include copy of vendor invoice, packing list, date and signature of the person receiving the item, and copy of payment.
- b. The COUNTY may, at its discretion, inspect any documents, records, and files retained by CFSHC to verify accuracy of all submitted invoices and reports.

- c. 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 reimburse CFSHC for Expenses based upon approved invoices. The COUNTY is not obligated to pay any portion of the Award to CFSHC when CFSHC is in default of any Contract obligation or requirement.
- d. CFSHC shall promptly return to the COUNTY any overpayments of funds disallowed pursuant to the terms and conditions of the Contract. In the event that 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 that the COUNTY first discovers an overpayment has been made, the COUNTY will notify CFSHC of such findings. The obligations of this Section 3. e. shall survive the expiration or earlier termination of the Contract.
- e. Upon the occurrence of any of the following events within ten (10) years from the Effective Date: (i) CFSHC's failure to enter or to maintain a Contract for Services with the COUNTY for providing health care services to qualified residents; or (ii) CFSHC otherwise ceases to provide health care services to qualified residents; then within thirty (30) days after any such occurrence CFSHC shall, at the election of the COUNTY, either: (i) transfer unencumbered title to the mobile units to the COUNTY and deliver the mobile units to the COUNTY at a location the COUNTY will specify, all at CFSHC's cost and expense; or (ii) pay the COUNTY a prorated amount of the Award CFSHC received from the COUNTY pursuant to Section 2 a. with the proration based upon the remaining useful life of the mobile unit as reasonable determined by the parties using an industry standard for similar types of vehicles. The provisions of this Section 2 e. shall survive the expiration or earlier termination of this Contract and shall continue in force and effect until the expiration of the repayment period described in this section.

5. Financial Responsibility. CFSHC agrees as follows:

- a. Upon request, CFSHC shall provide the COUNTY, through any authorized representative thereof, timely access to and the right to copy, examine, and audit any and all files, records, books, papers, or documents relating to the Project, and all expenses incurred and reimbursed under the terms of this Contract, and the use or expenditure of the Award.
- b. CFSHC shall maintain books, records, and documents in accordance with generally accepted accounting principles, procedures and practices which sufficiently and properly reflect all expenditures of the Award funding provided under this Contract.
- c. Any funds expended in violation of the Contract shall be refunded in full by CFSHC to COUNTY from non-federal and non-state resources.
- d. The provision of this Section 3 shall survive the expiration or earlier termination of this Contract.

6. Special Provisions

- a. After the build-out of the mobile units are complete, CFSHC shall immediately and continuously employ the mobile units exclusively within the geographic area of Polk County to provide Services to Qualified Residents of Polk County.
- b. CFSHC shall keep the mobile units in clean, operable conditions and in good repair at all times. CFSHC shall maintain the mobile units in accordance with the manufacturer's recommended maintenance schedule. CFSHC shall retain all documents and records which substantiate its compliance with this requirement. At the COUNTY's request, CFSHC shall provide the COUNTY copies of all such records. The COUNTY shall also have the right to review all such records at CFSHC's offices in Lakeland, Florida.

7. Assurances/General Provisions. CFSHC shall comply with all applicable Federal, State, and County laws, ordinances, codes and regulations with respect to the Project. Any conflict or inconsistency between the above

Federal, State, or County guidelines and regulations and this Contract shall be resolved in favor of the more restrictive regulations.

a. CFSHC 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.” CFSHC acknowledges that this Contract shall be void if they have violated the above-referenced statute. Additionally, CFSHC shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

b. Public Meetings and Records.

- i. CFSHC 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. CFSHC further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, CFSHC shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- ii. Without in any manner limiting the generality of the foregoing, to the extent applicable, CFSHC acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- iii. keep and maintain public records required by the COUNTY to perform the Services required under this Contract;
- iv. 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;
- v. 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 CFSHC does not transfer the records to the COUNTY; and
- vi. upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CFSHC or keep and maintain public records required by the COUNTY to perform the service. If CFSHC transfers all public records to the COUNTY upon completion of this Contract, CFSHC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CFSHC keeps and maintains public records upon completion of this Contract, CFSHC 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 CFSHC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CFSHC’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**

- d. Non-Discrimination. CFSHC and all those under the CFSHC's control shall not discriminate against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry, or origin. CFSHC shall comply with all applicable requirements and provisions of the Americans with Disabilities Act.
- e. Integration. The entire Contract between the Parties and its corresponding Exhibits are set forth herein and contained within this document and the Parties agree that there are no 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.
8. Conflict of Interest. No person who is an employee, agent, consultant, officer, or appointed official of CFSHC 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 agreement 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.
9. Indemnification. CFSHC 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 CFSHC, its officers, employees, agents, representatives, architects, engineers and other design professionals, contractors, subcontractors, material suppliers, workers, and others for whom it is responsible in connection with the Project and with this Contract, CFSHC's performance hereof or any work performed hereunder. CFSHC shall indemnify and hold harmless the COUNTY, its agents and employees, from all suits, actions, claims, demands, damages, losses, expenses, including without limitation attorneys' 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 CFSHC or any of the parties identified in this Section 7. Funds made available pursuant to this Contract shall not be used by CFSHC for the purpose of initiating or pursuing litigation against the COUNTY.
10. Insurance.
- a. CFSHC 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:
- i. 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 Ongoing/Completed 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.

- ii. Independent Contractors (if applicable) – Delete Exclusion relative to Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.
  - iii. Comprehensive Automobile Liability Insurance: \$1,000,000 combined single limit of liability for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles and shall be primary to any other available insurance.
  - iv. Workers’ Compensation Insurance: Vendor shall maintain Workers’ Compensation coverage for all employees, agents, volunteers and subcontractors as required under Florida Statutes, including those that may be required by any applicable federal statute.
- b. CFSHC 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. The County shall be named as an additional insured for all work being performed for Polk County for General Liability, Automobile Liability. For General Liability, Additional Insured status must apply to both ongoing and completed operations. General Liability should be on a primary and non-contributory basis. All policies shall contain a waiver of subrogation in favor of the County.
11. Amendments. This Contract may only be amended by a written instrument executed by the Parties which specifically refers to this Contract.
  12. Assignment. This Contract and the Parties’ respective rights, interests and obligations herein are not assignable without the prior written consent of the parties.
  13. No Third-Party Beneficiaries. Nothing in this Contract, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Contract, any right, remedy, or claim under or with respect to this Contract.
  14. Relationship of the Parties. Nothing in this Contract is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the parties, or to allow either to exercise control or direction over the other.
  15. Applicable Law/Venue. This Contract shall be governed by the laws of the State of Florida. Venue of any legal action arising or pertaining to the Contract shall lie only in the courts of the Tenth Judicial Circuit located in Polk County, Florida.
  16. Severability. If any Contract provision is held invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired.
  17. Notices. All notices required by this Contract shall be in writing. All notices, requests, demands or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

**CENTRAL FLORIDA SPEECH & HEARING CENTER, INC.:**  
 Roxann Bonta, President & CEO  
 Central Florida Speech & Hearing Center, Inc.  
 3020 Lakeland Highlands Road  
 Lakeland, FL 33803

**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 deemed to have been duly given when: (a) received, if personally delivered; (b) the day after it is sent, if sent by recognized expedited delivery services; or (c) three (3) days after it is sent, if mailed, first class mail, postage prepaid.

- 18. Default and Remedy. If the CFSHC should fail to comply with any of the provisions of this Contract and fail to cure such compliance within ten (10) days after receiving written notice from the COUNTY, the COUNTY may withhold, temporarily or permanently, all or any unpaid portion of the Award until such failure is cured, or it may terminate the Contract. In addition to the foregoing, upon any uncured default the County may pursue any other available legal or equitable remedy.
- 19. No Waiver. Any failure on the part of the COUNTY or CFSHC, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.
- 20. Termination.
  - a. Prior to the COUNTY providing any Award funding to CFSHC, CFSHC may terminate this Contract upon five (5) days prior written notice to the COUNTY. In the event of an uncured breach of this Contract, either of the Parties may terminate this Contract immediately, upon receipt of written notice by the other. The COUNTY may take any other remedy or action that may be legally available to it in the event of such breach.
  - b. This Contract may be terminated at the option of the COUNTY if CFSHC 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 the COUNTY if CFSHC 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.
- 21. Counterparts. This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

**CENTRAL FLORIDA SPEECH & HEARING CENTER, INC.**, a Florida not-for-profit corporation

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

By: Roxann Bonta, President & CEO  
Roxann Bonta, President & CEO

By: \_\_\_\_\_  
W. C. Braswell, Chairman

Date: July 1, 2024

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

Laurel  
Witness

ATTEST: Stacy M. Butterfield, Clerk

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Witness

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
County Attorney

**EXPENSES**

Description	Narrative
Two Cargo Vans	2 seat csargo van, no interior included behind front seats
Sound Booths	Soundproof 4x6 booths for ear testing
Installation Labor and Fees	Build out Cargo Van to specifications
Inventis Trumpet (REM)	Real Ear Measurement (REM) system for performing ear measurements for hearing and adjustments
Inventis Harp	Screening Audiometer - provides assessments of hearing for persons in schools, managed care facilities, and others who have trouble with other types of screning equipment
OAE and ABR Testing Equipment (Interacoustics)	Devices to test pediatric and adult patients for hearing loss. Provides diagnostic information to clinician.
Zodiac Diagnostic Packages	Auto Tympanometry / Audiometer acousic measurement device for diagnostics and screening
Laptop Computers	Used to review patient hearing data from diagnostic equipment and to communicate data back to cloud-based patient mangement software
Printers	Mobile printers used to provide materials to patients or family members and to print instructions or diagnostics
Ear Tips	Pairs of disposable ear tips used per patient on audiometry equipment
Office Supplies	General office supplies for audiologists to access while on the mobile unit providing services to patients

INVOICE TEMPLATE



**CENTRAL FLORIDA SPEECH & HEARING CENTER, INC.**

3020 Lakeland Highlands Road  
Lakeland, FL 33803

Date: MM/DD/YYYY

Invoice #:

Service Period:

Contract Number: 23-563-IHC

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

Indigent Health Care  
2135 Marshall Edwards Drive  
Bartow, FL 33830

Capital Project:	Invoice Amount
Cargo Van	\$0.00
Sound Booths	\$0.00
Installation Labor and Fees	\$0.00
Inventis Trumpet (REM)	\$0.00
Inventis Harp	\$0.00
OAE and ABR Testing Equipment (Interacoustics)	\$0.00
Zodiac Diagnostic Packages	\$0.00
Laptop Computers	\$0.00
Printers	\$0.00
Ear Tips	\$0.00
Office Supplies	\$0.00
<b>Grand Total:</b>	<b>\$0.00</b>

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