

**POLK COUNTY
CONTRACT FOR FUNDING
CONTRACT # 23-562-IHC**

This Contract for Funding ("Contract") is made effective from **October 1, 2024** ("Effective Date") to **September 30, 2025** by and between **Tri-County Human Services, Inc.**, a Florida not-for-profit corporation ("TCHS"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (TCHS and COUNTY shall be referred to jointly 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, TCHS operates the New Beginning Transition Center for Women (NBTC Women), a Residential and Intensive Outpatient Treatment Program; and

WHEREAS, the NBTC Women's program has six residential therapeutic sites with a compound of seven townhouses and an educational building; and

WHEREAS, TCHS operates two outpatient services locations in Lakeland and Winter Haven, and

WHEREAS, TCHS's administration buildings are also located in Lakeland, and

WHEREAS, TCHS timely submitted an application (the "Application") responding to the RFA in which TCHS proposed to purchase generators to sustain continuous living conditions for the NBTC Women's residential program, the Winter Haven outpatient services location, and TCHS's administration buildings (the "Project") from which it will provide services to qualified residents, 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 TCHS'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 TCHS funding upon the terms and conditions described in this 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. Recitals. The forgoing recitals are true correct and are incorporated herein by reference.
2. Funding, Procedures for Invoicing and Payment.
 - a. The COUNTY agrees to pay TCHS an amount not to exceed Four Hundred Thirty Thousand and no/100 dollars (\$430,000) as described in Exhibit A (the "Budget") for reimbursement of the purchase and installation of generators.

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.

- b. TCHS agrees to provide quotes in accordance with County requirements for each generator to be installed at the above referenced locations. Upon purchase and completed installation of generator(s), TCHS shall deliver, or cause to be delivered an invoice for reimbursement of expenses as described in Exhibit B (Invoice Template). Supporting documentation for invoice(s) shall include copy of vendor invoice, packing list, date and signature of the person receiving the item, a certificate of completion, and copy of payment.
 - c. The COUNTY may, at its discretion, inspect any documents, records, and files retained by TCHS to verify accuracy of all submitted invoices and reports.
 - d. 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 Expenses based upon approved invoices.
 - e. TCHS agrees to 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 TCHS of such findings.
3. Financial Responsibility. TCHS agrees as follows:
- a. TCHS gives the COUNTY, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the services provided and expenses incurred under the terms of this Contract.
 - b. TCHS agrees to maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of the start-up funding.
 - c. TCHS further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to inventory of equipment and supplies.
 - d. Any funds expended in violation of the Contract shall be refunded in full by TCHS to COUNTY from non-federal and non-state resources.
4. Assurances/General Provisions. TCHS agrees to comply with all other applicable Federal, State, and County laws, ordinances, codes and regulations. 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. TCHS 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." TCHS acknowledges that this Contract shall be void if they have violated the above-referenced statute. Additionally, TCHS 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. TCHS 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. TCHS further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its

performance pursuant to this Contract, TCHS 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, TCHS 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 TCHS 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 TCHS or keep and maintain public records required by the COUNTY to perform the service. If TCHS transfers all public records to the COUNTY upon completion of this Contract, TCHS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TCHS keeps and maintains public records upon completion of this Contract, TCHS 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 TCHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TCHS'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. 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.
- e. No Coercion for Labor or Services. Concurrently with its execution of this Contract, TCHS has executed an affidavit (Exhibit C) which has been signed by an officer or representative of TCHS under penalty of perjury attesting that TCHS 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. TCHS shall provide the County the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.

- f. Foreign Country of Concern Attestation. Concurrently with its execution of this Contract, TCHS has executed an affidavit (Exhibit D) which has been signed by an officer or representative of TCHS under penalty of perjury attesting that TCHS 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. TCHS shall provide the County the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.
5. Conflict of Interest. No person who is an employee, agent, consultant, officer, or appointed official of TCHS 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.
6. Indemnification. TCHS 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 TCHS or its qualified physicians committed in connection with this Contract, TCHS's performance hereof or any work performed hereunder. TCHS shall indemnify and hold harmless the COUNTY, its agent 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 TCHS or its agents and employees. Funds made available pursuant to this Contract shall not be used by TCHS for the purpose of initiating or pursuing litigation against the COUNTY.
7. 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:

TRI-COUNTY HUMAN SERVICES, INC.:

Robert C. Rihn, Chief Executive Officer
Tri-County Human Services, Inc.
2026 Crystal Wood Drive
Lakeland, FL 33801-6884
Tel 863-709-9392

COUNTY:

Paula McGhee, Provider Services Manager
Health and Human Services
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757

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.

8. Termination.
- a. Either of the Parties may terminate this Contract upon five (5) days prior written notice to the other. In the event of a 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 TCHS 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 TCHS 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.

9. 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.

TRI-COUNTY HUMAN SERVICES, INC.

By: 
Robert C. Rihn, Chief Executive Officer

Date: September 29, 2024


Witness


Witness

POLK COUNTY, a political subdivision of the State of Florida

By: _____
W. C. Braswell, Chairman

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney

BUDGET

BUDGET FORM

Tri-County Human Services, Inc.

[Address]

[City, St Zip]

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

Indigent Health Care

2135 Marshall Edwards Drive

Bartow, FL 33830

Agreement # 23-562-IHC

Capital Project	IHC Funding	Other Funding	Total Project Budget
Generators and Installation	\$ 430,000	\$ 110,000	\$ 540,000
Total Project:	\$ 430,000	\$ 110,000	\$ 540,000

INVOICE TEMPLATE



Tri-County Human Services, Inc.
[Street Address]
[City, ST Zip Code]

Date: MM/DD/YYYY
Invoice #:
Service Period:
Contract Number: 23-562-IHC

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

Capital Project:	Budgeted	Previously Paid	Balance	Invoice Amount	Remaining Balance
Construction Services	\$430,000	\$0	\$430,000	\$0	\$430,000

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

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 Robert Rihn, 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.

Tri-County Human Services, Inc.

NONGOVERNMENTAL ENTITY


SIGNATURE

Robert Rihn

PRINT NAME

CEO

TITLE

September 29, 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.

Tri-County Human Services, Inc. (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: Robert Rihn

TITLE: CEO

SIGNATURE: 

DATE: September 29, 2024