

POLK COUNTY
AMENDMENT AND RESTATEMENT TO CONTRACT FOR SERVICES
CONTRACT # 20-146-IHC

This Amendment and Restatement to Contract for Services (“Contract”) is made effective **October 1, 2025** (“Effective Date”) by and between **Lake Wales Care Center, Inc.**, a Florida not-for-profit corporation, for Services provided at the Lake Wales Free Clinic (“LWFC”), and Polk County, a political subdivision of the State of Florida (“COUNTY”), (LWFC and COUNTY shall be jointly referred to herein as the “Parties”).

WITNESS TO:

WHEREAS, the COUNTY and LWFC entered into a Contract for Services (Contract # 20-146-IHC) for the provision of free health care services for qualified Polk County residents at or below 200% of the Federal Poverty Level (“FPL”); and

WHEREAS, the Parties now desire to enter into this Amendment and Restatement for the purposes of extending the term of the Contract and modifying certain provisions of the Contract. This Amendment and Restatement fully amends and replaces Contract # 20-146-IHC.; and

WHEREAS, the Volunteer Health Care Provider Program (VHCPP) was created by the State of Florida to increase access to health care for uninsured and underserved Floridians and to increase the number of health care volunteers through the extension of state-sponsored sovereign immunity protection; and

WHEREAS, the LWFC is comprised of, or contracts with, one or more qualified volunteer health care professionals who participate in the Volunteer Health Care Provider Program; and

WHEREAS, the LWFC is capable and willing to provide, or arrange for the provision of, free health care services.

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 LWFC shall undertake and perform all tasks and services (“Services”) of the applicable treatment programs identified in the Scope of Services attached to this Contract as Exhibit A and incorporated herein by reference, for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines.
- 1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.
- 1.4 Funding provided by the Contract shall be used only to treat Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-76, as amended.

ARTICLE II
FUNDING

- 2.1 In consideration for LWFC providing Services to Qualified Residents, the COUNTY will annually pay LWFC a total amount not to exceed One Hundred Eighty-Seven Thousand Three Hundred Eighty-Six and no/100 Dollars (\$187,386) as described in the attached Exhibit D (“Budget”) and pursuant to the procedures listed at ARTICLE III herein. Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY’s obligation to pay the aforementioned amount is expressly contingent on approval by the COUNTY’s Board of County Commissioners of the referenced budgeted amount.

- 2.2 LWFC 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 LWFC of such findings.
- 2.3 LWFC will make all efforts to acquire federal funding and any available state or local funding for its facility and operation in addition to that received by COUNTY.

ARTICLE III
PROCEDURES FOR INVOICING AND PAYMENT

- 3.1 LWFC shall deliver, or cause to be delivered to the COUNTY, a quarterly invoice for Services rendered by utilizing an invoice on LWFC letterhead in form and content similar to the form found in the attached Exhibit E. Invoices will be submitted by the last calendar day of the month following the end of the quarter which is the subject of the report.
- A. The COUNTY may, at its discretion, inspect any documents, records, and files retained by LWFC to verify accuracy of all submitted invoices and reports.
- 3.2 Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. The COUNTY will pay LWFC for Services on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING AND POLK HEALTHCARE PLAN REFERRALS

- 4.1 LWFC shall provide the COUNTY with the below Quarterly Reporting. Quarterly Reporting is due by the last calendar day of the month following the end of each quarter.
- A. Executive Summary (Exhibit C)
- B. VHCPP Report – LWFC will furnish to the COUNTY a copy of the VHCPP Report that LWFC provides to the Florida Department of Health. This report shall be provided annually and is due by July 31st of each year.
- C. Summary of Services – LWFC will use the county-wide, COUNTY provided electronic shared data information system to determine and record client eligibility, track program data, and services. From the data entered into the shared data information system by the tenth (10th) of the following month of each quarter, a Community Partner Quarterly Report (CPQR) will be generated by the shared data information system for review and signature to signify agreement with the data reported.
- 4.2 Polk HealthCare Plan Membership Referrals.
- A. LWFC shall request and obtain information from each individual who seeks Services from LWFC sufficient for LWFC to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, LWFC shall assume the information an individual provides is accurate and true. If LWFC determines an individual could qualify for Polk HealthCare Plan membership, then LWFC shall electronically refer the individual to the COUNTY via the shared data information system.
- B. LWFC acknowledges its referral of potentially qualified individuals to the Polk HealthCare Plan is an integral part of the Contract consideration it provides the COUNTY.
- 4.3 LWFC 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 LWFC at least ten (10) days before the date the COUNTY must receive the requested information. COUNTY will provide LWFC with information relevant to support and coordination for the Electronic Eligibility System upon request, as needed.

- 4.4 LWFC 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.
- 4.5 If LWFC is unable to submit any required reporting by its due date, LWFC shall notify the COUNTY in writing prior to the due date. The COUNTY may withhold payment in accordance with ARTICLE XV of this Contract until all required reporting has been submitted to the COUNTY by LWFC.
- 4.6 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 V below. If LWFC would materially fail to comply with its Contract obligations, the COUNTY may seek the remedies stated in Article XV of this Contract.

ARTICLE V

EVALUATION AND MONITORING

- 5.1 LWFC agrees that the COUNTY will monitor and evaluate LWFC's performance of its Contract activities as determined necessary by the COUNTY to include without limitation LWFC's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating LWFC is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. LWFC agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as determined necessary by the COUNTY for purposes of monitoring and evaluation under this Contract and shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.
- 5.2 The COUNTY and LWFC hereby mutually agree to outcomes and performance objectives described in the attached Exhibit B. LWFC will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.
- 5.3 LWFC 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 VI

FINANCIAL RESPONSIBILITY

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

ARTICLE VII

ASSURANCES

- 7.1 LWFC shall comply with the following assurances:
 - A. LWFC 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 LWFC shall also regulate the program operation

of LWFC. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, LWFC'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 LWFC receives Federal financial assistance.
- C. LWFC shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.
- D. LWFC 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, LWFC 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, LWFC certifies that it has a policy designed to ensure that LWFC's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- F. LWFC 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." LWFC acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, LWFC 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," LWFC 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"). LWFC 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 LWFC dispenses medicinal drugs, LWFC 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.

ARTICLE VIII

GENERAL PROVISIONS

- 8.1 As applicable, LWFC agrees to 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.
- 8.2 Public Meetings and Records.
 - A. LWFC 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. LWFC further acknowledges that

the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, LWFC 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, LWFC 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 LWFC 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 LWFC or keep and maintain public records required by the COUNTY to perform the service. If LWFC transfers all public records to the COUNTY upon completion of this Contract, LWFC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LWFC keeps and maintains public records upon completion of this Contract, LWFC 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 LWFC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LWFC'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**

8.3 Employment Eligibility Verification (E-Verify)

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095 (5), Florida Statutes, the contractor hereto, and any subcontractor thereof must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the COUNTY and the contractor may not enter into this Contract, and the contractor may not enter into any subcontracts hereunder, unless each party to this Contract, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify

System and compliance with all other terms of this Certification and Section 448.095, Florida Statutes, is an express condition of this Contract, and the COUNTY may treat a failure to comply as a material breach of this Contract.

C. By entering into this Contract, the contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Contract is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of Section 448.095, Florida Statutes, by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the COUNTY as a result of the termination of this Contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

- 8.4 No Coercion for Labor or Services. Concurrently with its execution of this Contract, LWFC has executed an affidavit (Exhibit F) which has been signed by an officer or representative of LWFC under penalty of perjury attesting that LWFC 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. LWFC shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.
- 8.5 Foreign Country of Concern Attestation. Concurrently with its execution of this Contract, LWFC has executed an affidavit (Exhibit G) which has been signed by an officer or representative of LWFC under penalty of perjury attesting that LWFC 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. LWFC shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.
- 8.6 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.
- 8.7 This document may be executed in two (2) counterparts, each of which shall be deemed to be an original.
- 8.8 All notices required by this Contract shall be in writing.

ARTICLE IX **CONFLICT OF INTEREST**

- 9.1 No person who is an employee, agent, consultant, officer, or appointed official of LWFC 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 X
INDEMNIFICATION

- 10.1 LWFC 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 LWFC or its qualified physicians committed in connection with this Contract, LWFC's performance hereof or any work performed hereunder. LWFC 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 LWFC or its agents and employees. Funds made available pursuant to this Contract shall not be used by LWFC for the purpose of initiating or pursuing litigation against the COUNTY.
- 10.2 LWFC agrees to continually provide insurance, at least to the extent described in ARTICLE XI below. Prior to the execution of the Contract, LWFC shall furnish the COUNTY with written verification of the existence of such insurance coverage.
- 10.3 If any of the LWFC's health care professionals are provided sovereign immunity under the State of Florida's Volunteer Health Care Provider Program, then the LWFC shall maintain all documents necessary to evidence such sovereign immunity.

ARTICLE XI
INSURANCE

- 11.1 LWFC 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. Independent Contractors (if applicable) -- Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.
 - D. Medical Professional Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and personal injury and errors and omissions resulting from any one occurrence.
- 11.2 LWFC 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.
- 11.3 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.

- 11.4 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".
- 11.5 In the event of any failure by LWFC to comply with the provisions of this ARTICLE XI, the COUNTY may, at its option, upon notice to LWFC suspend the Contract for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at LWFC's expense, provided that the COUNTY shall have no obligation to do so. LWFC shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- 11.6 LWFC shall provide property insurance for all property in an amount satisfactory to the COUNTY. LWFC shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by LWFC to its contractors.

ARTICLE XII **MODIFICATION**

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

ARTICLE XIII **APPLICABLE LAWS AND COURTS**

- 13.1 The COUNTY and LWFC 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 XIV **NOTICES**

- 14.1 The COUNTY and LWFC 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:

LAKE WALES CARE CENTER:

Robert Quam, Executive Director
Lake Wales Free Clinic
140 East Park Avenue
Lake Wales, FL 33853

COUNTY:

Paula McGhee, Provider Services & Contract Manager
Health and Human Services, Polk County
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 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 XV **SUSPENSION AND TERMINATION**

- 15.1 Remedies for Non-compliance: If LWFC 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 appropriate in the circumstances:

A. Temporarily withhold cash payments pending LWFC'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 Service, 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.
- 15.2 Hearings Appeals: In taking an enforcement action listed in Section 15.1 or in any other provision of the Contract, the COUNTY will provide LWFC an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which LWFC is entitled to receive under any statute or regulation applicable to the particular action involved.
- 15.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by LWFC in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other LWFC 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 LWFC 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.
- 15.4 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.
- 15.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the COUNTY if LWFC 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 LWFC 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 XVI

TERM

- 16.1 This Contract shall take effect on the Effective Date. This Contract shall automatically renew for one-year renewal terms. The one-year renewal terms shall commence October 1st of their renewal year without further action of either Party unless: (i) the Contract has been terminated prior to that date pursuant to Article XV above; or (ii) on or before July 1st prior to the renewal, the COUNTY delivers notice to LWFC that the COUNTY has elected not to extend the Contract for the upcoming renewal term.

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

LAKE WALES CARE CENTER, INC.
a Florida not-for-profit corporation

BY: 
Robert Quam, Executive Director

DATE: 10-20-25


WITNESS


WITNESS

POLK COUNTY, a political subdivision of the
State of Florida

BY: _____
_____, 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

LWFC will provide volunteer primary care and specialty care for those patients verified as qualified Polk County residents that are at or below 200% of the FPL guidelines. LWFC is a volunteer provider program and has no obligation to provide services to those who do not meet the eligibility criteria and/or if the services needed are not available or within the Scope of Services.

LWFC will:

- Coordinate a volunteer provider network to provide primary care, and when available, specialty care, ancillary and diagnostic services to include, but not be limited to, radiology, laboratory testing, and pharmacy services,
- Recruit health care providers who have an active license from the appropriate licensing agency of the State of Florida to provide health and wellness related services,
- Provide diabetic patients with a treatment plan,
- Refer patients with a documented Body Mass Index (BMI) or diabetes to nutrition and/or diabetic education classes as needed,
- Screen all patients for tobacco use and provide cessation advice,
- Refer patients to the Polk HealthCare Plan who are potentially eligible and are interested in the Plan.

PERFORMANCE OBJECTIVES

LWFC will meet the minimum objectives:

- Provide Services to 100 Qualified Residents
- Provide patient satisfaction surveys regarding health care experience, wait times and communication
- Increase volunteer base

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Partner Name _____

Period of Report From _____ to _____

Please answer the below questions based on your organizations activity during the quarter reported.

I. Services Provided

Have you been able to offer new specialty services? ☐ Yes ☐ No

Comments: _____

Did you stop or have an interruption offering any services? ☐ Yes ☐ No

Reason: _____

Have you started a new health program? ☐ Yes ☐ No

Comments: _____

Do you see a need in the population served for a specific service you do not currently provide? ☐ Yes ☐ No

Comments: _____

II. Service Hours / Days

List days and hours clinic is open to the public: _____

Comments: _____

III. Personnel

Have you had a change in staffing of key personnel? ☐ Yes ☐ No

Comments: _____

IV. Funding

Federal Funding: _____

State Funding: _____

County Funding (other than IHC funding): _____

Municipal Funding: _____

Private Funding: _____

Donations: (monies, pharmaceuticals, eyeglasses, labs, x-rays, equipment, etc.) _____

Fund Raisers\Events Earnings: _____

Total Additional Funding:

Are you actively applying for other grants? ☐ Yes ☐ No

Are you actively planning/organizing any fund raising events? ☐ Yes ☐ No

V. Additional Comments

BUDGET TEMPLATE

Funding Period:	FY 25/26 and subsequent years
Awarded Agency:	Lake Wales Care Center, Inc.
Project Name:	Lake Wales Free Clinic
Contract #:	20-146-IHC
Award Amount:	\$187,386.00

	Budget (Awarded for this contract)	Other Polk County Funding	State Funding	Local City Funding	Other Funding Sources	Total Program Annual Budget
A. *Personnel Salaries and Wages	\$107,080.00		\$24,000.00			\$131,080.00
B. *Fringe and Benefits	\$16,227.00				\$4,410.00	\$20,637.00
C. Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Client Visiting Travel Costs						\$0.00
2. Staff Training Registration Fees						\$0.00
3. Staff Training Travel Costs						\$0.00
D. Patient Care Costs	\$25,500.00	\$0.00	\$7,060.00	\$0.00	\$3,183.10	\$35,743.10
1. Medical / Dental Supplies	\$1,500.00					\$1,500.00
2. Medical / Dental Equipment (less than \$5,000)						\$0.00
3. Prescription Meds						\$0.00
4. Medical-Subcontractor Fees (i.e. Procedures, screenings, labs, X-Rays, other medical diagnostics)	\$24,000.00		\$7,060.00		\$3,183.10	\$34,243.10
E. Contractual / Professional Services	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
1. Legal						\$0.00
2. Audit						\$0.00
3. Accounting						\$0.00
4. Deaf and Hard of Hearing Services / Interpreting Services						\$0.00
5. Background / Fingerprinting / Screening						\$0.00
6. Pre-Employment Screening						\$0.00
7. Information Technology related charges						\$0.00
8. Biomedical waste, laundry, shredding, etc.	\$600.00					\$600.00
9. Other Consulting / Contractual Services						\$0.00
F. Office Expenses	\$20,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,900.00
1. Telephone, Internet, Fax	\$5,000.00					\$5,000.00
2. Utilities	\$4,400.00					\$4,400.00
3. Postage and Shipping	\$500.00					\$500.00
4. Office Supplies	\$3,000.00					\$3,000.00
5. Copying / Printing (Inside & Outside)	\$5,000.00					\$5,000.00
6. Equipment (less than \$5,000)	\$1,500.00					\$1,500.00
7. Computers & Software (less than \$5,000)	\$1,500.00					\$1,500.00
8. Furniture (less than \$5,000)						\$0.00
G. Lease / Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Medical / Operational Equipment						\$0.00
2. Building						\$0.00
H. Maintenance	\$1,239.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,239.00
1. Janitorial Services						\$0.00
2. Routine Repairs	\$1,239.00					\$1,239.00
I. Insurance	\$15,840.00					\$15,840.00
J. Memberships & Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00	\$2,250.00
1. Membership Fees					\$2,250.00	\$2,250.00
2. Subscriptions						\$0.00
K. Capital (Equipment, buildings, & land greater than \$5,000)						\$0.00
Total Program	\$187,386.00	\$0.00	\$31,060.00	\$0.00	\$9,843.10	\$228,289.10

* Cost of living adjustments are allowable on Fiscal Year Two and forward, not to exceed 3%.

The forgoing budget and timeline are for planning purpose and are not binding. Any revisions to the budget must be submitted in writing to the county. Please contact your assigned Contract Manager for assistance.

INVOICE SAMPLE



Partner
[Street Address]
[City, ST ZIP Code]

Date: October 16, 2025
Invoice #: [100]
Service Period: [00-00-00 to 99-99-99]
Contract Number: [99-999-IHC]

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

Category	Description	Budget	Invoice 1st Quarter	Invoice 2nd Quarter	Invoice 3rd Quarter	Invoice 4th Quarter	YTD Total	Balance
Personnel Salaries and Wages		\$ -					\$ -	\$ -
Fringe and Benefits		\$ -					\$ -	\$ -
Staff Travel		\$ -					\$ -	\$ -
	Client Visiting Travel Costs	\$ -					\$ -	\$ -
	Staff Training Registration Fees	\$ -					\$ -	\$ -
	Staff Training Travel Costs	\$ -					\$ -	\$ -
Patient Care Costs		\$ -					\$ -	\$ -
	Medical / Dental Supplies	\$ -					\$ -	\$ -
	Medical / Dental Equipment (less than \$5,000)	\$ -					\$ -	\$ -
	Prescription Meds	\$ -					\$ -	\$ -
	Medical-Subcontractor Fees (i.e. Procedures, screenings, labs, X-rays, other medical diagnostics)	\$ -					\$ -	\$ -
Contractual / Professional Services		\$ -					\$ -	\$ -
	Legal	\$ -					\$ -	\$ -
	Audit	\$ -					\$ -	\$ -
	Accounting	\$ -					\$ -	\$ -
	Deaf and Hard of Hearing Services / Interpreting Services	\$ -					\$ -	\$ -
	Background / Fingerprinting / Screening	\$ -					\$ -	\$ -
	Pre-Employment Screening	\$ -					\$ -	\$ -
	Information Technology related charges	\$ -					\$ -	\$ -
	Biomedical waste, laundry, shredding, etc.	\$ -					\$ -	\$ -
	Other Consulting / Contractual Services	\$ -					\$ -	\$ -
Office Expenses		\$ -					\$ -	\$ -
	Telephone, Internet, Fax	\$ -					\$ -	\$ -
	Utilities	\$ -					\$ -	\$ -
	Postage and Shipping	\$ -					\$ -	\$ -
	Office Supplies	\$ -					\$ -	\$ -
	Copying / Printing (Inside & Outside)	\$ -					\$ -	\$ -
	Equipment (less than \$5,000)	\$ -					\$ -	\$ -
	Computers & Software (less than \$5,000)	\$ -					\$ -	\$ -
	Furniture (less than \$5,000)	\$ -					\$ -	\$ -
Lease / Rent		\$ -					\$ -	\$ -
	Medical / Operational Equipment	\$ -					\$ -	\$ -
	Building	\$ -					\$ -	\$ -
Maintenance		\$ -					\$ -	\$ -
	Janitorial Services	\$ -					\$ -	\$ -
	Routine Repairs	\$ -					\$ -	\$ -
Insurance		\$ -					\$ -	\$ -
Memberships & Subscriptions		\$ -					\$ -	\$ -
	Membership Fees	\$ -					\$ -	\$ -
	Subscriptions	\$ -					\$ -	\$ -
Capital (Equipment, Buildings and Land greater than \$5,000)		\$ -					\$ -	\$ -
Grand Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

I certify the above to be accurate and in agreement with this agency's record and with the terms of this agreement. Additionally, I certify that any reports accompanying this invoice are true and correct reflection of this period's activities, as stipulated by this agreement.

Authorized Name (Print) _____ Title _____
Authorized Signature _____ Date _____

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.

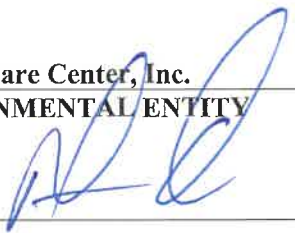
The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

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 Quam (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.

Lake Wales Care Center, Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Robert Quam
PRINT NAME

Executive Director
TITLE

10.20.25
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.](#)

Lake Wales Care Center (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 Quam

TITLE: Executive Director

SIGNATURE: [Signature]

DATE: 10/20/2025