

**POLK COUNTY  
CONTRACT FOR FUNDING  
CONTRACT # 23-559-IHC**

This Contract for Funding ("Contract") is made effective from February 1, 2024 ("Effective Date") to September 30, 2025 by and between The Haley Center, Inc., a Florida not-for-profit corporation ("**HALEY CENTER**"), and Polk County, a political subdivision of the State of Florida ("**COUNTY**") (**HALEY CENTER** and **COUNTY** are each referred to as a "Party;" 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, HALEY CENTER timely submitted an application (the "Application") responding to the RFA in which the HALEY CENTER proposed to purchase the improved real property (the "Property") described on the attached Exhibit "A" where the HALEY CENTER will relocate its primary health care delivery facility (the "Project") from which it will provide medical services to qualified residents and others, 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 HALEY CENTER's Project and the Citizens Healthcare Oversight Committee approved the recommendation; and

WHEREAS, the County has determined the Project will provide or make health care services available to qualified residents, the County has determined it is in the best interest of Polk County residents to support the Project by awarding HALEY CENTER 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. Incorporation. The RFA and the Application are incorporated with and into this Contract as if fully set forth herein.
3. Funding.
  - a. The COUNTY will provide HALEY CENTER an amount not to exceed One Million Six Hundred Thousand and no/100 dollars (\$1,600,000) (the "Award") to pay the purchase price and associated closing costs to acquire the Property, as follows:
    - i. Up to One Million Five Hundred Thousand and no/100 dollars (\$1,500,000) for the contracted purchase price of the Property. COUNTY will pay the purchase price amount to the HALEY CENTER on or before the agreed transaction closing date. Prior to closing the transaction, the HALEY CENTER will provide the COUNTY a copy of the final closing statement which verifies the purchase price the HALEY CENTER is required to pay at closing. If the Property purchase transaction fails to occur within the time period allotted within the HALEY CENTER's Property purchase agreement, then the HALEY CENTER will immediately notify the COUNTY and will reimburse all purchase money funds it received from the COUNTY within five (5) days after the date the purchase contract expires or is terminated.

- ii. One Hundred Thousand and no/100 dollars (\$100,000) for the HALEY CENTER's Property closing costs, its costs associated with conducting due diligence prior to its purchase of the Property, and those start-up costs necessary to make the Property building suitable for providing medical services, all as indicated on the attached Exhibit B. HALEY CENTER shall deliver, or cause to be delivered an invoice for reimbursement of all such expenditures described in Exhibit B with supporting documentation to validate proof of expenditures.

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. The COUNTY may, at its discretion, inspect any documents, records, and files retained by HALEY CENTER to verify accuracy of all submitted invoices.
  - 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 pay HALEY CENTER for the Section 2. a. ii. expenses based upon approved invoices.
  - d. HALEY CENTER shall promptly return to the COUNTY any overpayments of funds disallowed pursuant to the terms and conditions of the Contract. If 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. If the COUNTY first discovers an overpayment has been made, the COUNTY will notify HALEY CENTER of such findings.
4. Financial Responsibility. HALEY CENTER agrees as follows:
- a. HALEY CENTER will timely apply for and obtain a property tax exemption for the Property and provide the COUNTY with written evidence of having obtained the exemption.
  - b. Upon request, HALEY CENTER 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 acquisition and use of the Property, and all expenses incurred and reimbursed under the terms of this Contract, and the use or expenditure of the Award funds.
  - c. HALEY CENTER 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.
  - d. Any funds expended in violation of the Contract shall be refunded in full by HALEY CENTER to COUNTY from non-federal and non-state resources.
5. Repayment Obligations; Lien Agreement. Upon the occurrence of any of the following within ten (10) years after the date the HALEY CENTER acquires title to the Property: (i) the HALEY CENTER sells or transfers title to the Property to include without limitation a sale or transfer which occurs upon the sale or transfer of a controlling interest in the HALEY CENTER; (ii) the HALEY CENTER fails to enter or to maintain a Contract for Services with the County for providing health care services to qualified residents at the Property; or (iii) the HALEY CENTER otherwise ceases to provide health care services to qualified residents at the Property, then within thirty (30) days after any such occurrence the HALEY CENTER shall repay the County the full amount of the Award. The HALEY CENTER shall secure its repayment obligation stated in this Section 5 by executing a lien agreement in favor of the County which shall be in a form and have content acceptable to the County. The HALEY CENTER must execute and deliver the lien agreement prior to closing the Property purchase transaction. At the COUNTY's direction, the HALEY CENTER shall deliver the executed lien agreement either to the COUNTY or to the Property purchase transaction closing agent for recording among the public records immediately following the recordation

of the deed conveying the Property title to the HALEY CENTER. This section shall survive the expiration or earlier termination of the Contract.

6. Assurances/General Provisions. HALEY CENTER agrees to comply with all applicable Federal, State, and County laws, ordinances, codes, and regulations with respect to the Project and to the HALEY CENTER providing medical services at the Property to include without limitation those referenced in this section.
  - a. HALEY CENTER 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." HALEY CENTER acknowledges that this Contract shall be void if they have violated the above-referenced statute. Additionally, HALEY CENTER 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. HALEY CENTER 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. HALEY CENTER further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, HALEY CENTER 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, HALEY CENTER 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 HALEY CENTER 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 HALEY CENTER or keep and maintain public records required by the COUNTY to perform the service. If HALEY CENTER transfers all public records to the COUNTY upon completion of this Contract, HALEY CENTER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HALEY CENTER keeps and maintains public records upon completion of this Contract, HALEY CENTER 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 HALEY CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HALEY CENTER'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. HALEY CENTER and all those under the HALEY CENTER'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. HALEY CENTER shall comply with all applicable requirements and provisions of the Americans with Disabilities Act.
7. Conflict of Interest. No person who is an employee, agent, consultant, officer, or appointed official of HALEY CENTER 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.
8. Indemnification. HALEY CENTER shall indemnify and hold harmless the COUNTY, its agents, and employees, from all suits, actions, claims, demands, damages, losses, and expenses whatsoever, including without limitation attorneys' fees, costs and judgments of every kind and description to which the COUNTY, its agents or employees may be subjected to resulting from, arising out of, or related to any action or commission, omission, negligence, or fault of HALEY CENTER, its directors, officers, employees, agents, and those for whom it is responsible, in connection with (i) the Project, (ii) this Contract including without limitation any default hereof or misrepresentation made hereunder, or (iii) the Award. HALEY CENTER shall indemnify and hold harmless the COUNTY, its agents and employees, from all suits, actions, claims, demands, damages, losses, expenses, including 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 HALEY CENTER or its directors, officers, agents, employees, and those for whom it is responsible. Funds made available pursuant to this Contract shall not be used by HALEY CENTER for the purpose of initiating or pursuing litigation against the COUNTY. The provisions of this Section 8 shall survive the expiration or earlier termination of this Contract.
9. Insurance. During the ten (10) year period described in Section 5 above, the HALEY CENTER shall keep and maintain agrees to obtain sufficient commercial property insurance coverage to repair or replace, as necessary the building(s) on the Property and its contents. Upon request, HALEY CENTER shall provide the COUNTY a copy of the Certificate(s) of Insurance to evidence such coverage. The provisions of this Section 9 shall survive the expiration or earlier termination of this Contract.
10. Amendments. This Contract may only be amended by a written instrument executed by the Parties which specifically refers to this Contract.

11. Assignment. This Contract and the Parties' respective rights, interests and obligations herein are not assignable without the prior written consent of the parties.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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:

**THE HALEY CENTER, INC.:**

Clifford Threlkeld, DO, Medical Director  
 The Haley Center, Inc.  
 3425 Lake Alfred Road, Suite 1  
 Winter Haven, FL 33881

Upon relocation, address will be:  
 603 6th St NW  
 Winter Haven, FL 33881

**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.

17. Default and Remedy. If the HALEY CENTER 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.
18. No Waiver. Any failure on the part of the COUNTY or HALEY CENTER, 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.
19. Termination.
  - a. Prior to the COUNTY providing any Award funding to HALEY CENTER, the HALEY CENTER may terminate this Contract upon five (5) days prior written notice to the COUNTY. The COUNTY may terminate the Contract for the HALEY CENTER's uncured default as provided in Section 17, above.

b. This Contract may be terminated at the option of the COUNTY if HALEY CENTER 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 HALEY CENTER 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.

20. Interpretation. Neither of the Parties shall be considered the drafter of this Contract for purposes of its interpretation.

21. Memorandum of Record. The County may record a memorandum among the public records of Polk County to provide notice of the Contract and the respective duties and obligations of the Parties, their successors and assigns.

22. 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.

23. Binding Effect. This Contract will be binding on and inure to the benefit of the Parties and their respective successors, and assigns.

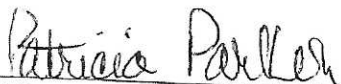
24. Counterparts. This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.

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

**THE HALEY CENTER, INC.**, a Florida not-for-profit corporation

By:   
Clifford Threlkeld, DO, Medical Director

Date: 1-24-2024

  
Witness

  
Witness

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

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

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

ATTEST: Stacy M. Butterfield, Clerk

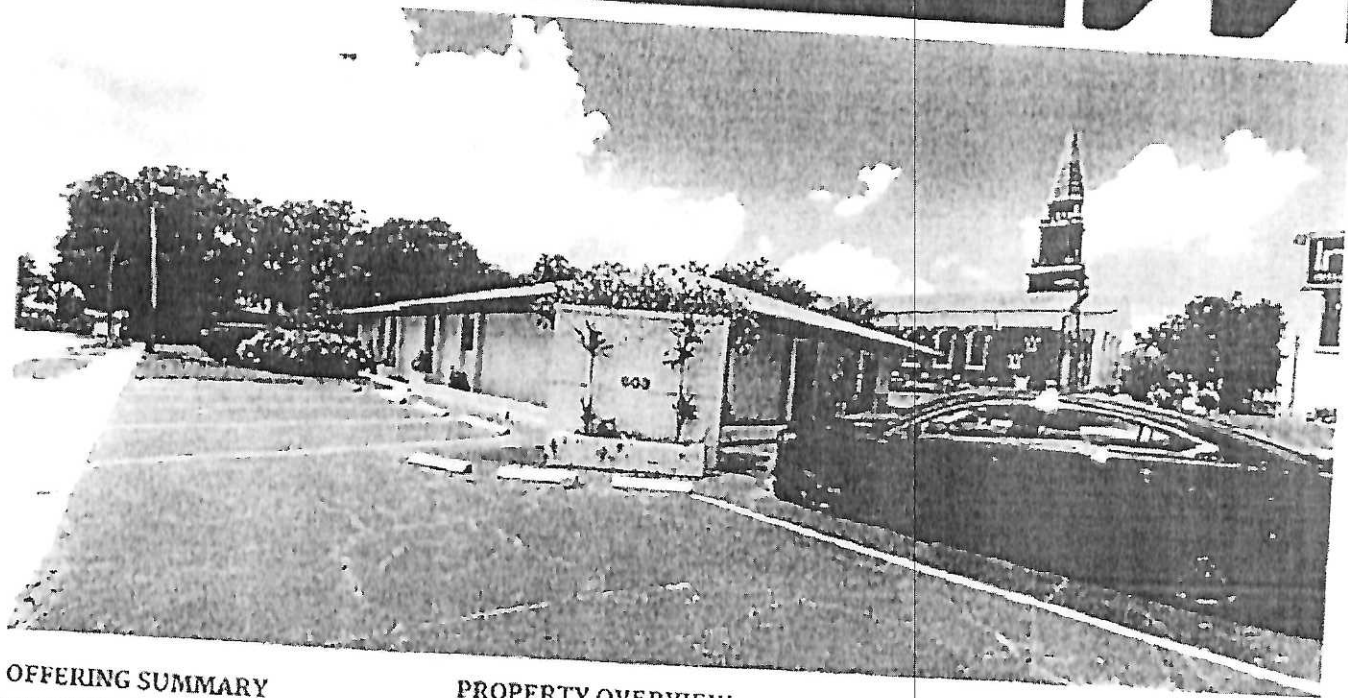
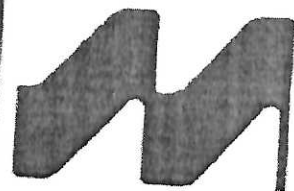
By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency:

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

DESCRIPTION OF THE PROPERTY

**MOVE IN READY MEDICAL OFFICE**  
**WINTER HAVEN, FL 33881**  
**603 6th St NW**



**OFFERING SUMMARY**

Sale Price:	Subject To Offer
Building Size:	3,350 SF
Available SF:	3,350 SF
Lot Size:	0.21 AC
Number of Units:	1
Year Built:	1986
Renovated:	2020

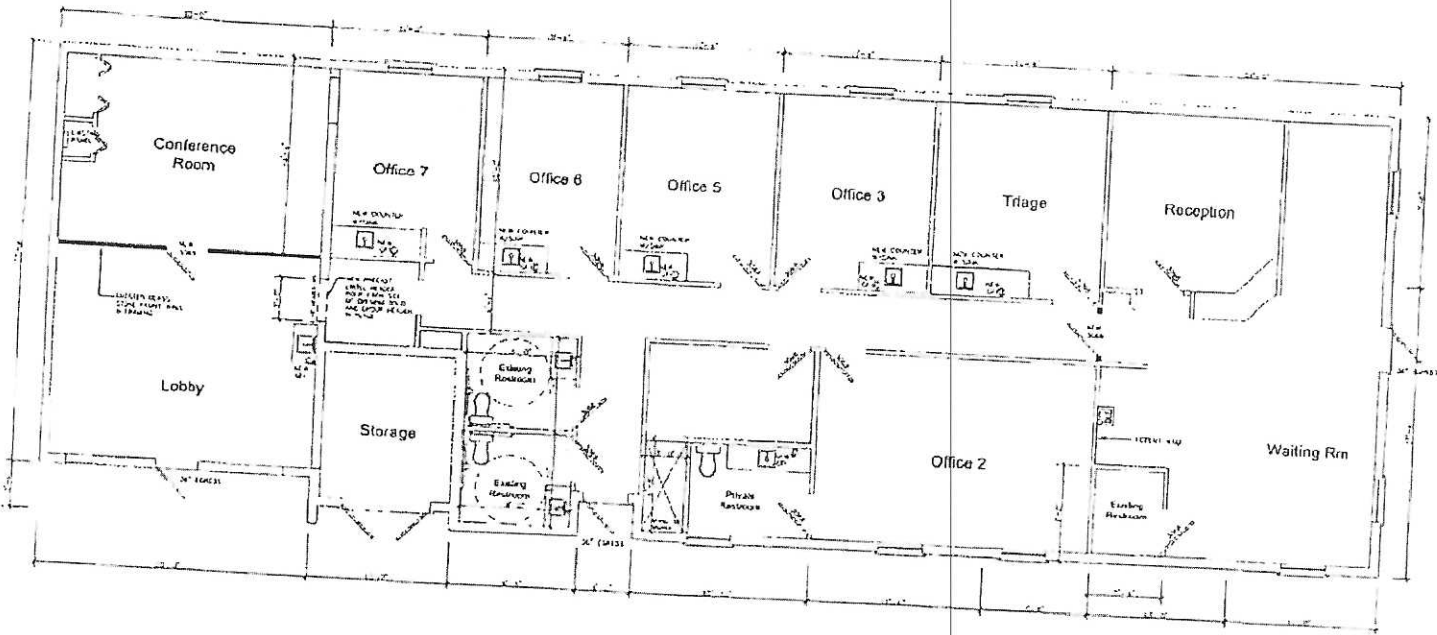
**PROPERTY OVERVIEW**

**\*\*NO NO DISTURB CURRENT TENANTS\*\***  
**\*\*Call to schedule a In-Person Tour\*\***

603 6th St NW is a recently renovated beautiful medical office building located right in the heart of Downtown Winter Haven. This property is currently occupied by In-Care (now TFC) will become vacant at closing. It is a perfect opportunity for any medical office user/owner. The property includes 9 parking spaces and a large prominent sign with frontage on HWY 17 (33,000 Annual Average Daily Traffic). The 3,350 SF medical office building includes a doctor's office, bio-waste storage, lab, large conference room, break room, 3 exam rooms with sinks, 3 private restrooms, 2 rear exits, and reception.

The property is less than a mile from Winter Haven Hospital and is surrounded by additional medical office users including First Step Therapy, Winter Haven Surgery Center, and Pope Medical Plaza. Adjacent to the property is a brand new Stay Bridge Suites Hotel and Central Florida Health Care's new medical office building in downtown Winter Haven.

DESCRIPTION OF THE PROPERTY



## EXPENDITURES

The below expenses are reimbursable with substantiating documentation:

- Closing Costs
- Attorney Fees for: Articles of Incorporation, By Laws, and Preparation and Filing of New Deed
- Change in Location Fee for Pharmacy and Pharmacy License
- Moving Expenses and Supplies
- Electric and Water Service Deposits
- Internet Service Set-up
- Change Electronic Signage for the exterior of the Clinic
- Change of Address Labels for Prescription Bottles
- Building re-keyed and Pharmacy Secured (including the addition of walls)

Additional expenses may be covered with prior approval from the County.