

**POLK COUNTY
CONTRACT FOR SERVICES
CONTRACT # 20-146-IHC**

This Contract for Services ("Contract") is made effective from **October 1, 2020** ("Effective Date") to **September 30, 2023** by and between **Lake Wales Care Center, Inc.**, a Florida not-for profit corporation, commonly referred to as 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").

WHEREAS, the COUNTY and LWFC desire to enter into a Contract to allow for the provision of free health services for qualified Polk County residents at or below 200% of the Federal Poverty Level ("FPL"); 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 as identified in the Scope of Services ("Services") in Exhibit A, attached hereto 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 to treat only Qualified Residents of Polk County, as defined in section 212.055(7) Florida Statutes and Polk County Ordinance 2015-076, as it may be subsequently amended.

**ARTICLE II
FUNDING**

- 2.1 The COUNTY agrees to pay LWFC the budgeted amount not to exceed One Hundred Forty Thousand One Hundred Ninety and no/100 dollars (\$140,190) annually as described in Exhibit D ("Budget") and pursuant to the procedures listed at ARTICLE III herein. Notwithstanding the foregoing or anything to the contrary contained herein, the COUNTY's obligation to pay the aforementioned amount is expressly contingent on annual appropriations being approved by the COUNTY's Board of County Commissioners of the referenced budgeted amount.
- 2.2 If payment has been made to LWFC by the COUNTY for a Service not covered by this Contract, LWFC shall promptly refund such payment provided written notice of payment for such non-covered Service has been made by the COUNTY.
- 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, a quarterly invoice by utilizing an invoice on LWFC's letterhead in form and content similar to the form found in 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 and copy any documents, records, and files retained by LWFC to verify accuracy of 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. Payments for Services will be made by the COUNTY to LWFC on a quarterly basis based upon approved invoices.

ARTICLE IV
REPORTING

- 4.1 LWFC shall provide the COUNTY with the below Quarterly Reporting. All Quarterly Reporting is due by the last calendar day of the month following the end of each quarter.
- A. Performance Objectives Report (Exhibit B)
- B. Executive Summary (Exhibit C)
- C. VHCPP Report – LWFC will furnish to the COUNTY a copy of the VHCPP Report that LWFC provides to the Florida Department of Health.
- D. 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, services, and to utilize for purpose of sending eligibility referrals electronically to the Polk HealthCare Plan for potential membership. From the data entered into the shared data information system by the tenth (10th) day of the following month of each quarter, a Community Partner Summary of Services Report (CPQR) will be generated by the shared data information system for review and signature to signify agreement with the data reported.
- 4.2 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 to be provided by LWFC at least ten (10) days before the information deadline imposed by the COUNTY. COUNTY will provide LWFC with information relevant to the shared data information system support and coordination upon request, as needed.
- 4.3 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 of its issuance.
- 4.4 If LWFC is unable to submit any required reporting by the 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.

ARTICLE V
EVALUATION AND MONITORING

- 5.1 LWFC agrees that the COUNTY will carry out monitoring and evaluation of activities as determined necessary by the COUNTY. The continuation of this Contract is contingent upon satisfactory evaluation conclusion. Such monitoring and evaluation will 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 is 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 goals identified in 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 examine 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 keep and maintain all books, records, and documents pertaining to the Services and this Contract in accordance with accounting procedures and practices which 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 provide for inspection, copying, and audit purposes (upon request) all files, records, and documents pertaining to the Services delivered and all 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 agrees that it will comply with the following assurances:
- A. LWFC agrees to comply with all applicable Federal, State, and County constitutions, laws, ordinances, codes and regulations now in effect and hereafter adopted in the performance of this Contract, including, without limitation, section 766.1115, Florida Statutes; Chapter 64I-2 of the Florida Administrative Code; Chapter 119, Florida Statutes; and section 286.011, 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 they have 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 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.
- 8.4 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.
- 8.5 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 agents 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 and coverage amounts 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 in accordance with Section 11.2, below.
- 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 to 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 regards to General Liability and Employers Liability.
- 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, the COUNTY may, at its option, on 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 that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of 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 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 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 fails to comply with any term of this Contract, or of any Federal, State, County, or other local law, or any County policy, or any other applicable rule or regulation, then the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
- A. Temporarily withhold cash payments pending correction of the deficiency by LWFC or pending more severe enforcement action by the COUNTY.
 - B. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate the Contract.
 - D. Withhold further funding under this Contract.
 - E. 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 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 legal or equitable remedies that may be available.
- 15.2 Hearings Appeals: In taking an enforcement action listed in Section 15.1 or any other provision of the Contract, the COUNTY will provide LWFC an opportunity for such hearing, appeal, or other administrative proceeding to which the COUNTY or LWFC is entitled to under any statute or regulation applicable to the action involved.
 - 15.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by LWFC in clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of said suspension or termination or subsequently. 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 the 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.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract as of the Effective Date.

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

BY: [Signature]
Robert Quam, Executive Director

DATE: 7.28.2020

[Signature]
Witness

[Signature]
Witness

POLK COUNTY, a political subdivision of the
State of Florida

BY: [Signature]
W.C. Braswell, Commissioner *Chair*

DATE: 8/18/2020
P.S.

ATTEST: Stacy M. Butterfield, Clerk

BY: [Signature]
Deputy Clerk

Reviewed as to Form:

BY: [Signature]
County Attorney *OK*



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 potentially eligible patients to the Polk HealthCare Plan.

PERFORMANCE OBJECTIVES

Performance Objectives

Lake Wales Free Clinic

FY _____

Performance Goal	Fiscal Target	Quarter 1 Value	Quarter 2 Value	Quarter 3 Value	Quarter 4 Value	Fiscal YTD Value
Percent of clients verified as Polk County residents utilizing a Declaration of Domicile Form	<30%					
Percent of clients with documented BMI below 18.5 or greater than 24.9 who are referred to nutrition education classes	100%					
Percent of clients with diabetes who are referred to nutrition and/or diabetic education classes	100%					
Percent of clients screened for tobacco use	100%					

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

BUDGET FORM

Lake Wales Free Clinic

140 E Park Ave
Lake Wales, FL 33853

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Bartow FL 33805

Agreement # 20-146-IHC

Category	Description	FTE's	Oct'20-Sept'21	Oct'21-Sept'22	Oct'22-Sept'23	Annual
			Award Year 1	Award Year 2	Award Year 3	In- Kind Match
Personnel Total:	Clinical Staff Salaries	2.5	\$ 21,612.48	\$ 21,612.48	\$ 21,612.48	
	Administrative Staff Salaries	2.5	\$ 12,236.40	\$ 12,236.40	\$ 12,236.40	
	Fringe and Benefits	25%	\$ 8,462.22	\$ 8,462.22	\$ 8,462.22	
			\$ 42,311.10	\$ 42,311.10	\$ 42,311.10	\$ -
Program Direct Services Total:	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	
	Staff Travel for Patient Services		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	
	Conference/Training		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Operational Total:			\$ 84,000.00	\$ 84,000.00	\$ 84,000.00	\$ -
	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)		\$ -	\$ -	\$ -	
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 4,762.00	\$ 4,762.00	\$ 4,762.00	
	Dues /Membership (subscriptions)		\$ -	\$ -	\$ -	
Grand Total:	Communication (telephone, internet, fax)		\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	
	Utilities (water, electric, gas, sewer)		\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	
	Rentals/Leases (building, land, for admin offices)		\$ -	\$ -	\$ -	
	Maintenance/Repairs (of office space)		\$ -	\$ -	\$ -	
	Office Supplies (general office, computer and equipment <\$1,000)		\$ 5,116.90	\$ 5,116.90	\$ 5,116.90	
	Other		\$ -	\$ -	\$ -	
			\$ 13,878.90	\$ 13,878.90	\$ 13,878.90	\$ -
			\$ 140,190.00	\$ 140,190.00	\$ 140,190.00	\$ -

The foregoing budget and timeline are for planning purposes of the parties and are not binding.

Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow FL 33830 or scanned color copy via email to ihcfiscal@polk.county.net

Authorized Representative Name and Title (Print)

Authorized Representative Signature

Date

INVOICE SAMPLE



[Your Company Name]
[Street Address]
[City, ST ZIP Code]

Date: June 22, 2020
Invoice #: 1000
Service Period: 000-00-00 to 99-99-99
Contract Number: 199 999 999

To: Polk Co., a political subdivision of the State of Florida
Indigent Health Care
2135 Marshall Edwards Drive
Barrow FL 32805

Category	Description	Budget	Invoice				YTD Total	Balance
			1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
Personnel Total:	Clinical Staff Salaries, Fringe and Benefits	\$ -					\$ -	\$ -
	Administrative Staff Salaries	\$ -					\$ -	\$ -
	Fringe and Benefits	\$ -					\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Direct Services Total:	Direct Services to Patients (medical services/supplies, medications, etc.)	\$ -					\$ -	\$ -
	Staff Travel for Patient Services	\$ -					\$ -	\$ -
	Subcontractor Fees (MRI, first procedures, laboratory, etc.)	\$ -					\$ -	\$ -
	Conference/Training	\$ -					\$ -	\$ -
Operational Total:	Professional Fees (Accounting, legal, auditing, payroll fees, temporary, etc.)	\$ -					\$ -	\$ -
	Insurance/License (liability, auto, workers comp and professional licensing)	\$ -					\$ -	\$ -
	Dues/Membership (subscriptions)	\$ -					\$ -	\$ -
	Communication (telephone, internet, fax)	\$ -					\$ -	\$ -
	Utilities (water, electric, gas, sewer)	\$ -					\$ -	\$ -
	Rentals/Leases (building, land, for admin offices)	\$ -					\$ -	\$ -
	Maintenance/Repairs (not office repair)	\$ -					\$ -	\$ -
	Office Supplies (general office, computer and equipment >\$1,000)	\$ -					\$ -	\$ -
	Other:	\$ -					\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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 _____

STATE OF FLORIDA
COUNTY OF _____

Personally known: _____
OR Produced Identification: _____
Identification Produced: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

(Seal)	Print Name of Notary Public _____
	Signature of Notary Public _____
	Date _____

**POLK COUNTY
FIRST AMENDMENT TO CONTRACT FOR SERVICES
CONTRACT #20-146-IHC**

This First Amendment to Contract for Services ("First Amendment") 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") is effective as of October 1, 2022, ("First Amendment Effective Date"). (LWFC and COUNTY shall be referred to jointly as the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Contract for Services, which is effective from the 1st day of October, 2020, through September 30, 2023 (the Contract); and

WHEREAS, the Parties now desire to enter into this First Amendment for the purpose of increasing annual funding so LWFC can extend their hours of operation and add available Services including women's health and use of MRI and Ultrasound machines , and for the purposes of extending the term of the Contract, and modifying certain provisions of the Contract; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Contract;

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The term of the Contract is effective from October 1, 2020 through September 30, 2025 (the Contract).
3. Article II: FUNDING Section 2.1 is amended and restated as follows:
 - 2.1 The COUNTY agrees to pay LWFC the budgeted amount not to exceed One Hundred Seventy Thousand Forty-Six and no/100 dollars (\$170,046) annually as described in Exhibit D ("Budget") and pursuant to the procedures listed at ARTICLE III herein. Notwithstanding the foregoing or anything to the contrary contained herein, the COUNTY's obligation to pay the aforementioned amount is expressly contingent on annual appropriations being approved by the COUNTY's Board of County Commissioners of the referenced budgeted amount.
4. Article IV: REPORTING is amended to be REPORTING AND POLK HEALTHCARE PLAN REFERRALS and is amended to add the following sections:
 - 4.5 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.
 - 4.6 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.

5. Article V: EVALUATION AND MONITORING Section 5.1 is amended and restated as follows:

- 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.

6. Article VIII: GENERAL PROVISIONS, is amended to add the following section:

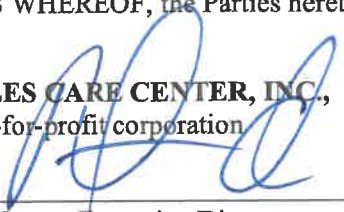
8.6 Employment Eligibility Verification (E-Verify)

- A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:
1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
 2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
 3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
1. All persons employed by the Contractor to perform employment duties during the term of this contract; and
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.
- C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "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 the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 the statute 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.

7. Except as specifically set forth in this First Amendment, all the terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto duly execute this First Amendment effective the First Amendment Effective Date.

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

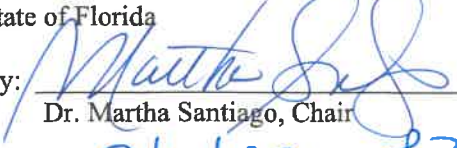
By: 
Robert Quam, Executive Director

Date: 8.10.22

Witness 

Witness 

POLK COUNTY, a political subdivision of the
State of Florida

By: 
Dr. Martha Santiago, Chair

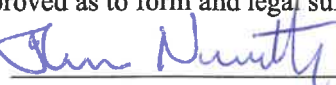
Date: 9/6/22 9.28



ATTEST: Stacy M. Butterfield, Clerk

By: 
Deputy Clerk

Approved as to form and legal sufficiency:

By: 
County Attorney's Office

BUDGET

BUDGET FORM

Lake Wales Free Clinic

140 E Park Ave
Lake Wales, FL 33853

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

Agreement # 20-146-IHC

Category	Description	FTEs	Oct'22-Sept'23	Oct'23-Sept'24	Oct'24-Sept'25	Annual
						In-Kind Match
Personnel Total:	Clinical Staff Salaries	2.5	\$ 21,500.00	\$ 21,500.00	\$ 21,500.00	
	Administrative Staff Salaries	2.5	\$ 29,780.00	\$ 29,780.00	\$ 29,780.00	
	Fringe and Benefits	25.00%	\$ 12,820.00	\$ 12,820.00	\$ 12,820.00	
			\$ 64,100.00	\$ 64,100.00	\$ 64,100.00	\$ -
Program Direct Services Total:	Direct Services to Patients (medical services/supplies, medications, etc.)		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
	Staff Travel for Patient Services		\$ 250.00	\$ 250.00	\$ 250.00	
	Subcontractor Fees (Medical procedures, screenings, labs, X-Rays)		\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	
	Conference/Training		\$ 250.00	\$ 250.00	\$ 250.00	
			\$ 83,500.00	\$ 83,500.00	\$ 83,500.00	\$ -
Operational Total:	Professional Fees (Accounting, legal, auditing, payroll fees, temporary labor)					
	Insurance/License (Liability, auto, workers comp and professional licensing)		\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
	Dues /Membership (subscriptions)		\$ 700.00	\$ 700.00	\$ 700.00	
	Communication (telephone, internet, fax)		\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	
	Utilities (water, electric, gas, sewer)		\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	
	Rentals/Leases (building, land, for admin offices)					
	Maintenance/Repairs (of office space)		\$ 796.00	\$ 796.00	\$ 796.00	
	Office Supplies (general office, computer and equipment <\$1,000)		\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	
	Other					
			\$ 22,446.00	\$ 22,446.00	\$ 22,446.00	\$ -
Grand Total:			\$ 170,046.00	\$ 170,046.00	\$ 170,046.00	\$ -

The foregoing budget and timeline are for planning purposes of the parties and are not binding. Any revisions to the budget must be submitted in writing to Indigent Health Care, Fiscal Services, 2135 Marshall Edwards Drive, Bartow, FL 33830 or scanned color copy via email to ihcfiscal@polk-county.net

Robert Quam, Executive Director
Authorized Representative Name and Title (Print)

[Signature]
Authorized Representative Signature

8.10.22
Date