

**POLK COUNTY  
CONTRACT FOR SERVICES  
CONTRACT # 23-551-IHC**

This Contract for Services ("Contract") is made effective from April 1, 2024 ("Effective Date") to September 30, 2024 by and between Lakeland Regional Health Systems, Inc. and Lakeland Regional Medical Center, Inc. d/b/a Lakeland Regional Health, ("LRH"), and Polk County, a political subdivision of the State of Florida ("COUNTY"), (LRH and COUNTY shall be jointly referred to herein as the "Parties").

**WITNESS TO:**

WHEREAS, the COUNTY has an indigent health care plan, hereinafter known as the Polk HealthCare Plan ("PHP" or "Plan") and wishes to arrange for the provision of navigation services to enhance linkage and connect Polk County residents by referral and application assistance to the Plan; and

WHEREAS, LRH has a family medicine residency program operating out of LRH Morrell Internal Medicine and its Family Medicine Residency Clinic at Kathleen locations; and

WHEREAS, LRH has a specialty medicine residency program operating out of its Parkview location; and

WHEREAS, the residency program will provide specialty care services to qualified Polk County residents at or below 200% of the Federal Poverty Level ("FPL").

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 LRH 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.
- 1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.
- 1.4 Funding for PHP and community partner contracts is 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. Funding provided by this Contract shall be used to provide navigation services to seek, screen and connect these Qualified Residents to PHP and community partner resources and to provide specialty care services to Qualified Residents. Further eligibility requirements are stated in Exhibit A.
- 1.5 Funding for PHP and community partner contracts is 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. Funding provided by this Contract shall be used to provide navigation services to seek, screen and connect these Qualified Residents to PHP and shall be used to provide specialty care services to Qualified Residents. Further eligibility requirements are stated in Exhibit A.

**ARTICLE II  
FUNDING**

- 2.1 In consideration for LRH providing Services, the COUNTY will annually pay LRH a total amount not to exceed Two Million Four Hundred Thousand and no/100 Dollars (\$2,400,000) as described in the attached Exhibit D ("Fee Schedule") 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 LRH 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 LRH of such findings.
- 2.3 LRH 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 For navigation services, LRH shall deliver, or cause to be delivered to the COUNTY, a monthly invoice for Services rendered by utilizing an invoice on LRH 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 month which is the subject of the report.
- 3.2 For specialty care services, LRH shall deliver, or cause to be delivered to the COUNTY, a quarterly invoice for Services rendered by utilizing an invoice on LRH letterhead in form and content similar to the form found in the attached Exhibit F. 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. The signed CPQR as identified in Section 4.1 must accompany the invoice.
- 3.3 The COUNTY may, at its discretion, inspect any documents, records, and files retained by LRH to verify accuracy of all submitted invoices and reports.
- 3.4 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 LRH for Services on a quarterly basis based upon approved invoices.

**ARTICLE IV**  
**REPORTING AND POLK HEALTHCARE PLAN REFERRALS**

- 4.1 For navigation services, LRH shall deliver the following, fully completed Monthly Reports to the COUNTY. All Monthly Reports are due by the last calendar day of the month following the end of each month.
- A. Performance Objectives (Exhibit B)
  - B. Navigators Reporting Element (Exhibit C)
- 4.2 For specialty care services, LRH shall deliver the following, fully completed Quarterly Reports to the COUNTY. All Quarterly Reports are due by the last calendar day of the month following the end of each quarter.
- A. Performance Objectives (Exhibit B)
  - B. Summary of Services – LRH 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 (10<sup>th</sup>) of the following month of each quarter, a Community Partner Quarterly 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.
- 4.3 Polk HealthCare Plan Membership Referrals.
- A. LRH shall request and obtain information from each individual who seeks Services from LRH sufficient for LRH to determine whether the individual could qualify for membership in the Polk HealthCare Plan. For purposes of making the determination, LRH shall assume the information an individual provides is

accurate and true. If LRH determines an individual could qualify for Polk HealthCare Plan membership, then LRH shall electronically refer the individual to the COUNTY via the online portal connecting to the shared data information system or directly in the shared data information system.

- B. LRH acknowledges its referral of potentially qualified individuals to the Polk HealthCare Plan is an integral part of the Contract consideration it provides the COUNTY.
- 4.4 LRH 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 LRH at least ten (10) days before the date the COUNTY must receive the requested information. COUNTY will provide LRH with information relevant to support and coordination for the Electronic Eligibility System upon request, as needed.
- 4.5 LRH 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.
- 4.6 If LRH is unable to submit any required reporting by its due date, LRH 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 LRH.
- 4.7 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 LRH 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 LRH agrees that the COUNTY will monitor and evaluate LRH's performance of its Contract activities as determined necessary by the COUNTY to include without limitation LRH's Article IV reporting and referral obligations. The continuation of the Contract is contingent upon the evaluations substantiating LRH is satisfactorily performing all its Contract obligations. Such monitoring and evaluation shall be based on the terms of this Contract and outcome measures. LRH 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 LRH hereby mutually agree to outcomes and performance objectives (Performance Objectives) described in the attached Exhibit B. LRH will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Contract.
- 5.3 LRH 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 LRH 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 LRH 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 LRH to COUNTY from non-federal and non-state resources.

**ARTICLE VII**  
**ASSURANCES**

7.1 LRH shall comply with the following assurances:

- A. LRH 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 LRH shall also regulate the program operation of LRH. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, LRH'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 LRH receives Federal financial assistance.
- C. LRH 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. LRH 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, LRH 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, LRH certifies that it has a policy designed to ensure that LRH's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- F. LRH 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." LRH acknowledges that this Contract shall be void if it has violated the above-referenced statute. Additionally, LRH 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," LRH 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"). LRH 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 LRH dispenses medicinal drugs, LRH 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, LRH 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. LRH 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. LRH further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, LRH 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, LRH 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 LRH 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 LRH or keep and maintain public records required by the COUNTY to perform the service. If LRH transfers all public records to the COUNTY upon completion of this Contract, LRH shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LRH keeps and maintains public records upon completion of this Contract, LRH 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 LRH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LRH'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 Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, 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 Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, 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 Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Agreement 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 Agreement 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 Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

- 8.4 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.
- 8.5 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.
- 8.6 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 LRH 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 LRH 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 LRH or its qualified physicians committed in connection with this Contract, LRH's performance hereof or any work performed hereunder. LRH 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 LRH or its agents and employees. Funds made available pursuant to this Contract shall not be used by LRH for the purpose of initiating or pursuing litigation against the COUNTY.

- 10.2 LRH agrees to continually provide insurance, at least to the extent described in ARTICLE XI below. Prior to the execution of the Contract, LRH shall furnish the COUNTY with written verification of the existence of such insurance coverage.

#### **ARTICLE XI** **INSURANCE**

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

#### **ARTICLE XII** **MODIFICATION**

- 12.1 The COUNTY may, at its discretion and upon provision of proper notice to LRH, 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 LRH 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 LRH 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:

**LAKELAND REGIONAL MEDICAL CENTER      COUNTY:**  
**d/b/a LAKELAND REGIONAL HEALTH:**

Lance Green, EVP/CFO  
Lakeland Regional Health  
1324 Lakeland Hills Boulevard  
Lakeland, FL 33804-5448

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 LRH 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 LRH'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 LRH an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which LRH 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 LRH in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other LRH 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 LRH 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 LRH 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 LRH 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 have an initial term of one (1) year with the option to renew the Contract for a maximum of two (2) one-year renewal terms. The one-year renewal terms shall commence October 1<sup>st</sup> 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 August 1<sup>st</sup> prior to renewal, the COUNTY delivers notice to LRH that the COUNTY has elected not to extend the Contract for the upcoming renewal term.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE CONTRACT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.**

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

**LAKELAND REGIONAL MEDICAL CENTER, INC.**  
d/b/a **LAKELAND REGIONAL HEALTH**

BY:   
Lance Green, EVP/CFO

DATE: 3-12-2024

  
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's Office

**LAKELAND REGIONAL HEALTH SYSTEMS, INC.**

BY:   
Lance Green, EVP/CFO

DATE: 3-12-2024

  
WITNESS

  
WITNESS

## **SCOPE OF SERVICES**

### **Navigation Services**

LRH will have six Navigators who will screen and connect Qualified Residents to the Polk HealthCare Plan (PHP) and community partner resources within Polk County. LRH will provide direct enrollment assistance and referral services to Polk County residents seeking various social and health related services.

Navigators will:

- Be located at LRH Morrell Internal Medicine, LRH Family Medicine Residency Clinic at Kathleen, Lakeland Regional Medical Center hospital and the hospital Emergency Department
- Assist patients in getting established at a LRH GME residency clinic in order to reduce future unnecessary emergency department utilization or readmissions
- Screen clients to determine if they may be eligible for PHP
- Assist potentially eligible clients with PHP application process including securing additional documentation as may be required; PHP applications shall be submitted electronically using the County's on-line portal available at <https://www.polk-county.net/indigent-health-care/polk-health-care-plan>
- Assist PHP members with annual renewal applications
- Follow-up services provided to ensure each client is able to submit all necessary supporting documentation to complete enrollment/renewal in PHP
- Other activities that increase enrollment rates in PHP
- Provide information and referral services to additional community resources within Polk County as appropriate
- Input patient encounters and services for Qualified Residents into the county-wide, COUNTY provided electronic shared data information system.

### **Specialty Care Services**

LRH will provide specialty care services for Polk County residents whose income is at or below 200% of the FPL guidelines and who are uninsured or not otherwise Polk HealthCare Plan members. Services shall include but not be limited to:

- Specialty Care Visit – Cardiology, Gastroenterology, General Surgery, Nephrology, Neurology, Orthopedic Surgery, Pulmonology
- Prescription Drugs

**PERFORMANCE OBJECTIVES****Lakeland Regional Health****Navigators****Performance Objectives**

FY \_\_\_\_\_

| Goal  | Fiscal Target | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | YTD Number |
|---|---------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------------|
| Number of Clients screened for potential PHP eligibility                            | 1,500         |     |     |     |     |     |     |     |     |     |     |     |     |            |
| Number of Clients provided with application assistance for PHP membership           | 1,000         |     |     |     |     |     |     |     |     |     |     |     |     |            |
| Number of Clients referred to a GME Residency Clinic                                | 1,500         |     |     |     |     |     |     |     |     |     |     |     |     |            |
| Number of Clients Navigators referred who got established at a GME Residency Clinic | 1,000         |     |     |     |     |     |     |     |     |     |     |     |     |            |

**Lakeland Regional Health**  
**Specialty Care (Non-Plan Member)**  
**Performance Objectives**

FY \_\_\_\_\_

| Goal  | Fiscal Target | Quarter 1 Number | Quarter 2 Number | Quarter 3 Number | Quarter 4 Number | YTD Number |
|---|---------------|------------------|------------------|------------------|------------------|------------|
| Number of Clients Served  | 500           |                  |                  |                  |                  |            |
| Number of Specialty Care Visits provided  | 1,500         |                  |                  |                  |                  |            |
| Percent of Clients w/three or more specialty care visits in rolling 1 year timeframe  | 75%           |                  |                  |                  |                  |            |
| Number of ED visits from patients who have previously been seen in GME Residency Clinic (measured for one year after initial GME Residency Clinic visit)          | <150          |                  |                  |                  |                  |            |
| Number of hospital admissions for patients who have previously been seen in GME Residency Clinic (measured for one year after initial GME Residency Clinic visit) | <100          |                  |                  |                  |                  |            |

## NAVIGATORS REPORTING ELEMENTS

LRH will report the minimum data elements for Navigator services:

Lakeland Regional Health  
Navigators

Date of Report: \_\_\_\_\_ to \_\_\_\_\_

| Navigator | Date of<br>Encounter | Encounter<br>Platform | Site Location | Client Last<br>Name | Client First<br>Name | DOB | City | Zip | Income<br>Amount | Household<br>Size | Insurance<br>Status | Screening<br>(Y/N) | PHP<br>Application<br>Assistance | Navigator Service | Time In | Time Out |
|-----------|----------------------|-----------------------|---------------|---------------------|----------------------|-----|------|-----|------------------|-------------------|---------------------|--------------------|----------------------------------|-------------------|---------|----------|
|           |                      |                       |               |                     |                      |     |      |     |                  |                   |                     |                    | Completed<br>(Y/N)               |                   |         |          |
|           |                      |                       |               |                     |                      |     |      |     |                  |                   |                     |                    |                                  |                   |         |          |
|           |                      |                       |               |                     |                      |     |      |     |                  |                   |                     |                    |                                  |                   |         |          |
|           |                      |                       |               |                     |                      |     |      |     |                  |                   |                     |                    |                                  |                   |         |          |
|           |                      |                       |               |                     |                      |     |      |     |                  |                   |                     |                    |                                  |                   |         |          |

Each Encounter should be tracked on its own line item and all information should be completed.

Encounter Platform – Face-to-Face, Telephone

Insurance Status – Private, Medicaid, Medicare, PHP, Uninsured

Navigator Service – Brief Description of registration, scheduling, authorizations, referrals, appointment follow-ups, financial screenings, patient assistance and the provision of information/assistance with community resources. Examples – scheduled appointment for patient w/Cardiologist, referred patient to a Nutritionist, provided patient w/information regarding food bank locations

## FEE SCHEDULE

| Service Type  | Rate               | Description/Limitations/Billing Requirements   |
|---|--------------------|--|
| Navigator Screening / Application Assistance                              | \$33.00/hr         | A unit of service is defined as a one-hour session for screening and/or applicable assistance for each uninsured Polk County resident served. Services may be billed in partial units of 0.25 (15 minute) increments. Navigator Reporting Elements per Exhibit C will accompany the invoice. |
| Specialty Care Visit-<br>Bundled visit includes labs, imaging, OP testing | \$198.00 per visit | Each service to be entered in the County's Shared Data Information System (FAMCare)  |
| Specialty Prescription Drugs  | 100% of Rx Invoice | No limits. Copy of WellDyne Rx invoices and claims detail reconciliation required.   |

LRH will not charge co-payments to patients receiving Services pursuant to this Contract. No additional costs will be incurred by the patients.

NAVIGATORS - INVOICE SAMPLE



**Lakeland Regional Health**  
1324 Lakeland Hills Blvd  
Lakeland, FL 33805

Date:  
Invoice #:  
Service Period:  
Contract Number: 23-551-IHC

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

| Service                                      | Units | Rate              | Invoice Amount |
|--|-------|-------------------|----------------|
| Navigator Screening / Application Assistance |       | \$ 33.00 per hour | \$ -           |
| <b>Grand Total:</b>                          |       |                   | <b>\$ -</b>    |

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

\_\_\_\_\_  
Authorized Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

SPECIALTY CARE - INVOICE SAMPLE



**Lakeland Regional Health**  
1324 Lakeland Hills Blvd  
Lakeland, FL 33805

**Date:**  
**Invoice #:**  
**Service Period:**  
**Contract Number:** 23-551-IHC

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

| Service               | Units | Rate               | Invoice Amount |
|-----------------------|-------|--------------------|----------------|
| Specialty Care Visits |       | \$ 198.00          | \$ -           |
| Prescription Drugs    |       | 100% of Rx Invoice | \$ -           |
| <b>Grand Total:</b>   |       |                    | <b>\$ -</b>    |

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

\_\_\_\_\_  
Authorized Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date