

**POLK COUNTY
CONTRACT FOR FUNDING
CONTRACT # 23-557-IHC**

This Contract for Funding ("Contract") is made effective from **January 1, 2024** ("Effective Date") to **December 31, 2026** by and between **Central Florida Health Care, Inc.**, a Florida not-for-profit corporation ("**CFHC**"), and Polk County, a political subdivision of the State of Florida ("**COUNTY**") (**CFHC** and **COUNTY** shall be referred to jointly as the "Parties").

RECITALS

WHEREAS, on August 7, 2023, the County issued a Request for Applications (the "RFA") seeking applications for projects and programs which will provide or support the delivery of health care services to those Polk County residents who are "qualified residents" as defined in Polk County Ordinance 2015-76, the Polk County Indigent Health Care Plan Extension Ordinance; and

WHEREAS, CFHC operates a health care facility in Dundee (Dundee Road); and

WHEREAS, CFHC timely submitted an application (the "Application") responding to the RFA in which CFHC proposed to build a new community health center (the "Dundee Community Health Center") to expand services to include: primary care, pediatrics, and dental (the "Project") from which it will provide medical services to qualified residents, as more fully described in the Application; and

WHEREAS, CFHC plans to construct the new Dundee Community Health Center on its real property (the "Property") described on the attached Exhibit C; and

WHEREAS, after evaluating and scoring the Project in accordance with the RFA, the County RFA selection committee recommended funding CFHC's Project and the Citizens Healthcare Oversight Committee approved the recommendation; and

WHEREAS, the County has determined it is in the best interest of Polk County residents to support the Project by awarding CFHC funding upon the terms and conditions described in this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

1. Recitals. The forgoing recitals are true correct and are incorporated herein by reference.
2. Funding, Procedures for Invoicing and Payment; Repayment Obligation; Lien.
 - a. The COUNTY agrees to pay CFHC an amount not to exceed Three Million and no/100 dollars (\$3,000,000) (the "Award") as described in Exhibit A (the "Budget") solely for reimbursement of Project construction services costs CFHC incurred building the Dundee Community Health Center. The County will disburse the Award to CFHC in one or more payments of various amounts as described in Section 2. b. below.

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. As it constructs the Dundee Community Health Center CFHC shall, as needed, deliver or cause to be delivered a monthly invoice as described in Exhibit B (Invoice Template) for reimbursement of Project construction services costs it has incurred. 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. Supporting documentation for invoice(s) shall include a signed American Institute of Architects (AIA) Document G702-1992 "Application and Certification for Payment",

signed AIA Document G703 "Continuation Sheets", and copy of check(s) CFHC issued to the Project general contractor for the amounts CFHC seek reimbursement.

- c. The COUNTY may, at its discretion, inspect any documents, records, and files retained by CFHC to verify accuracy of all submitted invoices and reports.
- d. Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. The COUNTY will reimburse CFHC for construction services expenses based upon approved invoices. The COUNTY is not obligated to pay any portion of the Award to CFHC when CFHC is in default of any Contract obligation or requirement.
- e. CFHC shall promptly 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 CFHC of such findings. The obligations of this Section 3. e. shall survive the expiration or earlier termination of the Contract.
- f. Upon the occurrence of any of the following events within ten (10) years from the Effective Date: (i) CFHC's sale or transfer of title to the Property to include without limitation a sale or transfer which occurs upon the sale or transfer of a controlling interest in CFHC (ii) CFHC's failure to enter or to maintain a Contract for Services with the COUNTY for providing health care services to qualified residents at the Dundee Community Health Center; or (iii) CFHC otherwise ceases to provide health care services to qualified residents at the Dundee Community Health Center; then within thirty (30) days after any such occurrence CFHC shall repay the COUNTY the full amount of the Award. The provisions of this Section 2 f. shall survive the expiration or earlier termination of this Contract and shall continue in force and effect until the expiration of the repayment period described in this section.
- g. CFHC shall secure its repayment obligation stated in Section 2. f. by executing a lien in favor of the COUNTY which shall be in a form and have content acceptable to the COUNTY. CFHC's execution and delivery of the lien is a condition precedent to the COUNTY's obligation to disburse the Award. Upon receipt, the COUNTY will record the lien among the public records of Polk County. If necessary and upon request from CFHC the COUNTY will subordinate the lien granted to it pursuant to this Section 2. g. to the lien securing primary funding for the Project. The COUNTY's subordination may be evidenced by a separate agreement having a form and content acceptable to the COUNTY. The provisions of this Section 2. g. shall survive the expiration or earlier termination of the Contract and shall continue in force and effect until the expiration of the repayment period described in Section 2. f.

3. Financial Responsibility. CFHC agrees as follows:

- a. Upon request, CFHC 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 Project, and all expenses incurred and reimbursed under the terms of this Contract, and the use or expenditure of the Award.
- b. CFHC 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.
- c. Any funds expended in violation of the Contract shall be refunded in full by CFHC to COUNTY from non-federal and non-state resources.
- d. The provision of this Section 3 shall survive the expiration or earlier termination of this Contract.

4. Reporting.

- a. Upon selection of a general contractor, CFHC will provide the COUNTY with a copy of the construction proposal and project timeline.
- b. CFHC shall deliver to the COUNTY quarterly project completion update reports. All Quarterly Reports are due by the last calendar day of the month following the end of each quarter. Upon termination of this Contract, unless an occurrence described in Section 2 f. above arises and the COUNTY has been repaid in full, CFHC shall continue to deliver the quarterly project completion reports to the COUNTY until the Project is complete. The Project shall be considered complete when all associated construction has been accomplished, a Certificate of Occupancy or equivalent authorization has been issued, and CFHC is occupying and providing health services to qualified residents within Dundee Community Health Center building. The reporting obligation will survive the expiration or earlier termination of this Contract.

5. Assurances/General Provisions. CFHC shall comply with all applicable Federal, State, City of Dundee, and County laws, ordinances, codes and regulations with respect to the Project. Any conflict or inconsistency between the above Federal, State, City, or County guidelines and regulations and this Contract shall be resolved in favor of the more restrictive regulations.

- a. CFHC 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.” CFHC acknowledges that this Contract shall be void if they have violated the above-referenced statute. Additionally, CFHC 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. CFHC 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. CFHC further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, CFHC 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, CFHC 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 CFHC 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 CFHC or keep and maintain public records required by the COUNTY to perform the service. If CFHC transfers all public records to the COUNTY upon completion of this Contract, CFHC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CFHC keeps and maintains public records upon completion of this Contract, CFHC 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 CFHC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CFHC'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. CFHC and all those under the CFHC'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. CFHC shall comply with all applicable requirements and provisions of the Americans with Disabilities Act.
 - e. 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.
6. Conflict of Interest. No person who is an employee, agent, consultant, officer, or appointed official of CFHC 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.
7. Indemnification. CFHC 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 CFHC, its officers, employees, agents, representatives, architects, engineers and other design professionals, contractors, subcontractors, material suppliers, workers, and others for whom it is responsible in connection with the Project and with this Contract, CFHC's performance hereof or any work performed hereunder. CFHC shall indemnify and hold harmless the COUNTY, its agents and employees, from all suits, actions, claims, demands, damages, losses, expenses, including without limitation 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 CFHC or any of the parties identified in this Section 7. Funds made available pursuant to this Contract shall not be used by CFHC for the purpose of initiating or pursuing litigation against the COUNTY.

8. Insurance.

- a. CFHC 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:
 - i. Commercial Property Insurance – Builders Risk insurance coverage provided by CFHC in the amount of the value of the current building and assets while under construction. Upon Project completion, CFHC will obtain a new policy in the amount of \$3,000,000.00 with COUNTY named as the loss payee on the policy.
 - ii. 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 Ongoing/Completed 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.
 - iii. Independent Contractors (if applicable) – Delete Exclusion relative to Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.
 - iv. Comprehensive Automobile Liability Insurance: \$1,000,000 combined single limit of liability for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles and shall be primary to any other available insurance.
 - v. Workers' Compensation Insurance: Vendor shall maintain Workers' Compensation coverage for all employees, agents, volunteers and subcontractors as required under Florida Statutes, including those that may be required by any applicable federal statute.
- b. CFHC 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. The County shall be named as an additional insured for all work being performed for Polk County for General Liability, Automobile Liability. For General Liability, Additional Insured status must apply to both ongoing and completed operations. General Liability should be on a primary and non-contributory basis. All policies shall contain a waiver of subrogation in favor of the County.
- c. CFHC shall provide property insurance for all property in an amount satisfactory to the COUNTY. CFHC shall require all its contractors to carry insurance and bond in an amount not less than funds awarded by CFHC to its contractors.

9. Amendments. This Contract may only be amended by a written instrument executed by the Parties which specifically refers to this Contract.

10. Interpretation. The Parties have been represented by counsel or have had the opportunity to be represented by counsel, during the negotiation and preparation of this Contract and therefore waive the application of any law or rule of construction providing that ambiguities in a contract shall be construed against the Party drafting the 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:

CENTRAL FLORIDA HEALTH CARE, INC.:

Ann Claussen, Chief Executive Officer
Central Florida Health Care, Inc.
47 5th Street, 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 CFHC 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 CFHC, 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 CFHC, CFHC may terminate this Contract upon five (5) days prior written notice to the COUNTY. The COUNTY may terminate the Contract for CFHC's uncured default as provided in Section 17, above. In the event of an uncured breach of this Contract, either of the Parties may terminate this Contract immediately, upon receipt of written notice by the other. The COUNTY may take any other remedy or action that may be legally available to it in the event of such breach.
 - b. If the COUNTY terminates the Contract due to CFHC's material default, then within seven (7) days after such termination CFHC shall repay the COUNTY the full amount of the Award which it had disbursed to CFHC.
 - c. This Contract may be terminated at the option of the COUNTY if CFHC 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 CFHC 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. 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.

CENTRAL FLORIDA HEALTH CARE, INC.,
a Florida not-for-profit corporation

By: Ann Claussen
Ann Claussen, Chief Executive Officer

Date: 2/20/2024

Witness Chissie Palmer
Witness

POLK COUNTY, a political subdivision of the State of
Florida

By: _____
W. C. Braswell, Chairman

Date: _____

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney

BUDGET

BUDGET FORM

Central Florida Health Care Inc.

47 5th Street NW
 Winter Haven, FL 33881

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

Agreement # 23-557-IHC

Capital Project: Project Design, Development, Construction	IHC Funding	Other Funding	Total Project Budget
Architecture and Design Services	\$ -	\$ 76,500	\$ 76,500
Project Inspection & Permitting Fees	\$ -	\$ 58,500	\$ 58,500
Site Work	\$ -	\$ 513,620	\$ 513,620
Demolition & Removal	\$ -	\$ 20,000	\$ 20,000
Construction Services	\$ 3,000,000	\$ 1,056,456	\$ 4,056,456
Test and Balance	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Sub-Total Project:	\$ 3,000,000	\$ 1,725,076	\$ 4,725,076
Contingencies	\$ -	\$ 146,150	\$ 146,150
Sub-Contingencies:	\$ -	\$ 146,150	\$ 146,150
Total Project:	\$ 3,000,000	\$ 1,871,226	\$ 4,871,226

Procedures for invoicing and payment:

1. CFHC shall deliver, or cause to be delivered, a monthly invoice for eligible expenses by utilizing an invoice on CFHC letterhead in form and content similar to the form found in Exhibit B. 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.
2. Appropriate back-up/supporting documentation includes: signed AIA Document G702-1992 "Application and Certification for Payment"; signed AIA Document G703 "Continuation Sheets"; and copy of check issued to the construction company.

INVOICE TEMPLATE



Logo
Name

Central Florida Health Care Inc.	Date: MM/DD/YYYY
[Street Address]	Invoice #:
[City, ST Zip Code]	Service Period:
	Contract Number: 23-557-IHC

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


Capital Project:	Invoice Amount
Construction Services	\$0.00

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

LEGAL DESCRIPTION OF THE PROPERTY

Property Description

<p>Parcel ID: 272829000000014030</p> <p>Owner1: CENTRAL FLORIDA HEALTH CARE INC</p> <p>Physical Street Address: 916 DUNDEE RD</p> <p>Postal City/St/Zip: DUNDEE FL 33838</p> <p>MAP DISCLAIMER: All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."</p> <p>PROPERTY DESC DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.</p>	
<p>Property Description: E1/2 OF SW1/4 OF SW1/4 OF NE1/4 LESS RD R/W & LESS ADDNL RD R/W PER OR 9985-842</p>	