

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is entered into by and between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("Lessor") and Englewood Community Care Clinic, Inc., a Florida not-for-profit corporation, 6868 San Casa Drive, Englewood, Florida, 34224 ("Lessee").

### **WITNESSETH:**

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the property located at the Mac V. Horton West County Annex Building, 6868 San Casa Drive, Englewood, FL 34224, Charlotte County, Florida, Parcel ID: 412009403001 (the "Property"); and

WHEREAS, Section 125.38, Florida Statutes, permits counties to lease county-owned property to not-for-profit organizations which are organized for the purposes of promoting public or community interest and welfare; and

WHEREAS, the parties hereto desire to enter into this Lease to make efficient use of their resources, and to provide for the best interests of Lessor and Lessee.

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the parties hereto agree as follows:

### **GENERAL PROVISIONS:**

1. **PREMISES.** The Lessor hereby leases to the Lessee, for the term and under the conditions hereinafter set out, a portion of the Property and having an area of approximately one thousand sixty-eight (1,068) square feet of space in the building located on the Property ("Leased Premises"). The boundaries and location of the entire Leased Premises are highlighted on the floor plan diagram attached hereto as **Exhibit "A"**.

2. **TERM.** The term of this Lease will be twelve (12) months and will commence on the first day of June 2024, and will continue until May 31, 2025, for a total term of one (1) year. Lessee will have the option of renewing this Lease for two (2) separate additional terms of one (1) year each, upon written approval of such renewal by the parties, for a total potential term of three (3) years. Either party may terminate this Lease by providing the other party ninety (90) days written notice prior to the date of termination by hand delivery, registered or certified mail or courier.

3. **RENT.** The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above-described Leased Premises for the term set out in this Lease. Lessee will pay to the Lessor for each year of the term of this Lease, One Dollar (\$1.00) annually, payable in one payment to Charlotte County no later than the effective date of this lease.

4. HAZARDOUS WASTE. The Lessee will ensure that all hazardous waste materials or any other contaminating materials are properly disposed of, that no improper disposal is made and that the Leased Premises will be kept free and clear of any contamination. At the termination of the Lease Agreement, the Lessee will be required to certify to the Lessor that during Lessee's possession, there has been no spillage of any hazardous waste materials. If the Leased Premise is contaminated by Lessee during Lessee's possession, Lessee will bear all costs and responsibility for the required clean up. In addition, Lessee agrees to comply with all applicable provisions of state and federal law regarding the storage and safe handling of any hazardous waste materials. This paragraph shall survive termination of this Lease.

5. OWNERSHIP OF BUILDING AND STRUCTURES. At the termination of this Lease, any improvements, renovations or structures constructed or erected by or on behalf of Lessee in, on or to the Leased Premises, and any personal property left on the Leased Premises will become or remain the property of Lessor.

6. UTILITIES. In Lessor's sole discretion, should Lessee's electricity, gas or water usage be more than a reasonable amount pursuant to the prevailing community standards for such type and size of business, Lessor may require Lessee to reimburse Lessor for the pro-rated share of these utilities that is more than the community standard reasonable amount.

7. TAXES, FEES, AND ASSESSMENTS. Lessee will pay directly to the applicable Government Entity, or to Lessor, if Lessor is invoiced by such government entity, all taxes, fees, assessments, or other charges assessed by any government entity against the Leased Premises, operations, or activities of Lessee. Lessee will promptly pay to the appropriate taxing authority any sales, use, ad valorem, or other taxes or assessments which are assessed as a result of this Lease or Lessee's use of the Leased Premises.

8. REMEDIES FOR BREACH OF AGREEMENT. If Lessee fails to perform, or breaches, any part of this Lease, Lessor may institute an action in a court of competent jurisdiction to terminate this Lease or to compel performance of the agreement; provided, however, the Lessor provides written notice to the Lessee of its failure to perform or breach of such agreement, and also provides fifteen (15) days from Lessee's receipt of such written notice to cure, or to make reasonable steps to cure, such failure to perform or breach. In the event an action is initiated in a court of competent jurisdiction pursuant to this paragraph or in connection with any of the provisions of this Lease, the venue for such action will be in Charlotte County, Florida.

9. NO WAIVER. The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

10. NOTICES. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice will provide it in writing and send it by certified mail, return receipt requested, postage

prepaid, to the other party at the address listed below:

If to Lessor:  
County Administrator  
18500 Murdock Circle  
Port Charlotte, FL 33948

If to Lessee:  
Raymond James, D.O.  
PO Box 1814  
Boca Grande, FL 33921

11. EMERGENCY CONTACT PERSON. The name, telephone number, and email address for LESSEE's building emergency contact person who must be able to appear physically on site any time an emergency arises is as follows:

- (a) Name: Beth Harrison
- (b) Phone number: 941.223.3780
- (c) Email address: EnglewoodCareClinic@Verizon.net

12. SIGNS. Lessee will not place, or cause to be placed, any sign(s) on the Leased Premises in addition to those currently in existence without the written consent of Lessor. Any of Lessee's signs must comply with the provisions of state and local law and will be in conformity with local custom and be in good taste.

13. AMERICANS WITH DISABILITIES ACT. Lessee agrees that any improvements or renovations performed or made at the Leased Premises will conform, and be in compliance with, the requirements of the Americans with Disabilities Act (ADA).

14. FIRE AND OTHER HAZARDS.

(a). In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, Lessor at its option may either repair the damage to the Leased Premises at its own cost and expense or terminate this Lease without penalty. Should the Leased Premises be only partly destroyed so that the major part thereof is still usable by the Lessee, Lessor, at its sole option, may permit Lessee to continue with the Lease, or terminate the Lease without penalty.

(b). Lessor will provide fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor will be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal, prior to occupancy by the Lessee, and at any time thereafter.

15. EXPIRATION OF TERM. At the expiration of the term, the Lessee will peaceably yield up to the Lessor the Leased Premises, in broom-swept condition and in good repair. It is understood and agreed between the parties that until the date the Lease terminates, the Lessee will have the right to remove from the Leased Premises all personal property of the Lessee and all machinery, equipment, and appliances placed or installed on the Leased Premises by Lessee, provided the Lessee restores the Leased Premises to as good a state of repair as they were prior to the removal.

16. ENTIRE AGREEMENT. This Lease incorporates and includes all prior

negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document.

17. MODIFICATION OF AGREEMENT. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18. SEVERABILITY. In the event any provision of this Lease is held invalid and unenforceable, the remaining provisions will be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed as a waiver of a subsequent breach by the other party.

19. AUTHORITY TO EXECUTE. Lessee warrants that it, and the person executing this Lease on behalf of them, have the right, power and authority to execute this Lease.

20. ASSIGNMENT. Lessee will not assign this Lease, or any interest therein or any right or privilege appurtenant thereto or to the Leased Premises or allow any person other than Lessee and Lessee's officers, agents, employees, licensees, invitees, or contractors, to occupy or use the Leased Premises or any part of them, without first obtaining the written consent of Lessor. Lessor's consent to one assignment or occupancy or use by a party other than Lessee will not be a consent to any subsequent assignment or occupancy or use by any other person. Any unauthorized assignment will be void and will terminate this Lease at Lessor's option.

21. WAIVER OF DEFAULTS. The waiver by the Lessor of any breach of this lease by the Lessee will not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

22. APPLICABLE LAW. This Lease and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

23. EFFECTIVE DATE. This Lease shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

### **SPECIAL PROVISIONS:**

1. HOURS OF OPERATION. The parties acknowledge that the Lessee wishes to occupy the Leased Premises for two days a week, Monday and Friday, from 5:00 p.m. to 9:00 p.m. throughout the term of this Lease. Lessee may amend the hours and days of Lessee's use of the Leased Premises with the written consent of the County Administrator or his designee. Clinic staff and volunteers may access the premises at other times.

2. USE OF LEASED PREMISES.

(a) Lessee will use the Leased Premises for conducting its official business and any other lawful purpose necessary to conduct its operations at the Leased Premises, and will make no unlawful, improper or offensive use of the Leased Premises or any use or occupancy thereof contrary to the laws of the State of Florida or Charlotte County.

(b) Lessee will use the Leased Premises to conduct its customary business with its clients. Lessor does not provide internet connectivity support beyond Lessee's internet switch or phone services beyond access to the physical phone lines. Lessee must not make use of County phones, fax, computers, printers, and any other information technology equipment, including the computer network. Lessee must coordinate the installation of any telephone and internet service with prior approval from County's IT Department that may impact or may otherwise be independent of County systems. Installations, service charges and fees associated with use or access of phone or internet services incurred by Lessee shall be paid by Lessee.

(c) Lessee may install or hang medical equipment, educational signage, room markers on the walls. The hanging of other items on the walls should be kept to a minimum. All clinical items used in Lessee's course of business must be appropriately clean or sterilized per clinical standards and applicable law by the end of each day of use. Lessee's medical records, supplies, and pharmaceuticals must be stored, locked, and maintained, in accordance with applicable laws.

(d) Lessee will notify County of the names of all staff. County will assign keys and access cards to the building entry and rooms at its sole discretion. Lessee's staff must maintain the Leased Premises in a clean and orderly condition at all times during the Term. Lessee must remove and place all trash in designated locations for collection daily or as necessary to maintain cleanliness and order.

(e) Regarding the areas of the Property that are not part of the Leased Premises, and that are not specifically leased by another tenant, Lessee shall be able to use these "Common Areas" for reasonable use associated with leasing the Leased Premises. The Common Areas shall include, but are not limited to, the parking lot, corridors, public restrooms, waiting areas, training room, break room, consultation room, finance room, work room, and circulation area as identified in Exhibit "A". Should Lessee desire to use the Common Areas for a special use, or after normal business hours, such use shall require the consent from Lessor or its designee. Special use of the Common Areas shall be on first come first served basis, with the ultimate discretion as to granting of the Special use given to the Lessor. Lessor reserves the right to charge a Special Event fee to reimburse Lessor for any additional costs associated with the Special Event, including but not limited to costs associated with security, county personnel, or increased utilities costs.

(f) The building's normal business hours are from 8:00a.m. – 5:00p.m. Monday through Friday. Lessee will be responsible for their staff and their visitors using the Common Areas outside of the building's normal business hours. Regular policing of the Common Areas is the responsibility of the Lessee and necessary to avoid damages, theft, or vandalism during the Clinic's hours of operation (Mondays and Thursdays from 5:00 p.m. to 9:00 p.m.).

### 3. MAINTENANCE AND REPAIRS.

(a) The Lessee will, during the term of this Lease, keep the interior of the Leased Premises in a good state of repair, reasonable wear and tear excepted. The

Lessee will maintain the Leased Premises in a clean, neat condition and will not accumulate or permit the accumulation of any trash, refuse or debris, excluding such trash or refuse placed in an appropriate location for collection, or of anything that is unsightly, or which creates a fire hazard or nuisance to adjoining properties. In addition, Lessee will not commit waste on the Leased Premises nor maintain, commit, or permit the maintenance or commission of a nuisance thereon.

(b) Lessee will not allow the storage or use of property, equipment or vehicles not associated with the operation of the Lessee's business. There will be no living quarters, nor will anyone be permitted to live or cook within the Leased Premises or store personal property thereon. Lessee will conform to all applicable laws and ordinances including any existing rules and regulations of Lessor respecting the use or occupancy of the Leased Premises.

(c) Lessor will provide basic janitorial service for the building. The general cleaning of the building is to be performed one (1) night per week, and five (5) days per week for Public Restrooms and Public Lobby areas. Cleaning is to be done outside normal working hours. In the case of County holidays, cleaning will be performed the night of the last County workday prior to the holiday. The term "clean" shall mean free from dirt, not soiled, stained, and to the satisfaction of the County's contract administrator or designees. Lessee must provide additional janitorial services that are typical and necessary for Lessee's business to ensure the health and safety of Lessee's staff and visitors.

(d) Lessor will be responsible for all exterior maintenance of the Leased Premises, including routine maintenance or repair of the roof, exterior painting, parking lot repair and maintenance (including stripe markings), as well as the repair and maintenance of exterior water and sewer lines and connections, exclusive of stoppages.

(e) Lessee will promptly notify the County Facilities Department to coordinate all maintenance and routine repair requests necessary to the Leased Premises. Unless otherwise provided for in this Lease, all other maintenance or repairs to the Leased Premises, upon approval from the County Facilities Department, shall be paid for, or completed by the Lessee.

(f) If an emergency arises that requires repairs and expenditures to allow for the continued operation of the property, Lessee will contact the County Facilities Department to coordinate maintenance and repair requests, including emergencies and after-hours repairs.

4. IMPROVEMENTS. The parties agree that any improvements and renovations at the Leased Premises shall be performed solely by Lessee. Lessee agrees to pay for any and all costs for any improvements or renovations to the Leased Premises and further agrees to pay for said improvements and renovations in accordance with the provisions of Sections 218.70 through 218.80 Florida Statutes, the Local Government Florida Prompt Payment Act. No improvements or renovations will be constructed or performed by Lessee without the prior written consent of Lessor. Lessor agrees to provide and install the necessary electrical and communication cables, etc. to Lessee's

offices at the Leased Premises.

5. INDEMNIFICATIONS.

(a) In addition to the other good and valuable consideration described in this Lease, the receipt of which the parties acknowledge, Lessee agrees to be fully responsible to the limits set forth under Florida law for its own negligent acts or omissions, or intentional tortuous acts, and agrees to be liable to the limits provided by law for any damages proximately caused by said acts or omissions, or intentional tortuous acts. Nothing contained herein will be construed to be a consent by Lessor to be sued by third parties in any matter arising out of this or any other agreement. Lessor will not be liable to the Lessee or any other person for any injury, loss or damage to the Property or to any person on the Leased Premises.

(b) Neither Lessor nor Lessee will be liable to the other for any damage by or from any act or negligence of any co-tenant or other occupant of the Leased Premises, if any, or by any owner or occupant of adjoining or contiguous property.

6. INSURANCE. Lessee must comply with and maintain that certain "*Volunteer Health Care Provider Program Agreement Between the Health Care Provider and the Department of Health*" (attached as **Exhibit "C"** and made a part of this Lease) remains in force for the duration of the Lease. Lessee must notify Lessor if the agreement attached as Exhibit C is terminated for any or no reason no later than ten (10) days after such termination. Lessor may, at Lessor's sole discretion terminate this Lease immediately upon receipt of notice that the agreement attached as Exhibit C is no longer in force. Lessor reserves the right to require Lessee to obtain and maintain a general liability insurance policy, to cover risk, physical damage, and public liability, for amounts and with provisions determined by Lessor's Risk Management Director to adequately protect the interests of the parties hereto.

7. RIGHT OF ENTRY. During the lease term, Lessor may enter into and upon the Leased Premises for the purpose of inspecting the same and for the purpose of making any improvements or repairs as Lessor may wish to make or is required to make under the terms of this Lease.

8. ANNUAL REPORTING. Lessee shall provide an initial Program Mission Statement identifying Lessee's mission, goals, and objectives and an Annual Report (upon renewal of the Lease) in accordance with **Exhibit "B"**.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year as signed by the Lessor.

LESSEE:

ENGLEWOOD COMMUNITY CARE  
CLINIC, INC., a Florida not-for-profit  
corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

LESSOR:

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: \_\_\_\_\_

William G. Truex, Chairman

Date: March 26, 2024

ATTEST:

Roger D. Eaton, Clerk of the Circuit  
Court and Ex-Officio Clerk of the  
Board of County Commissioners

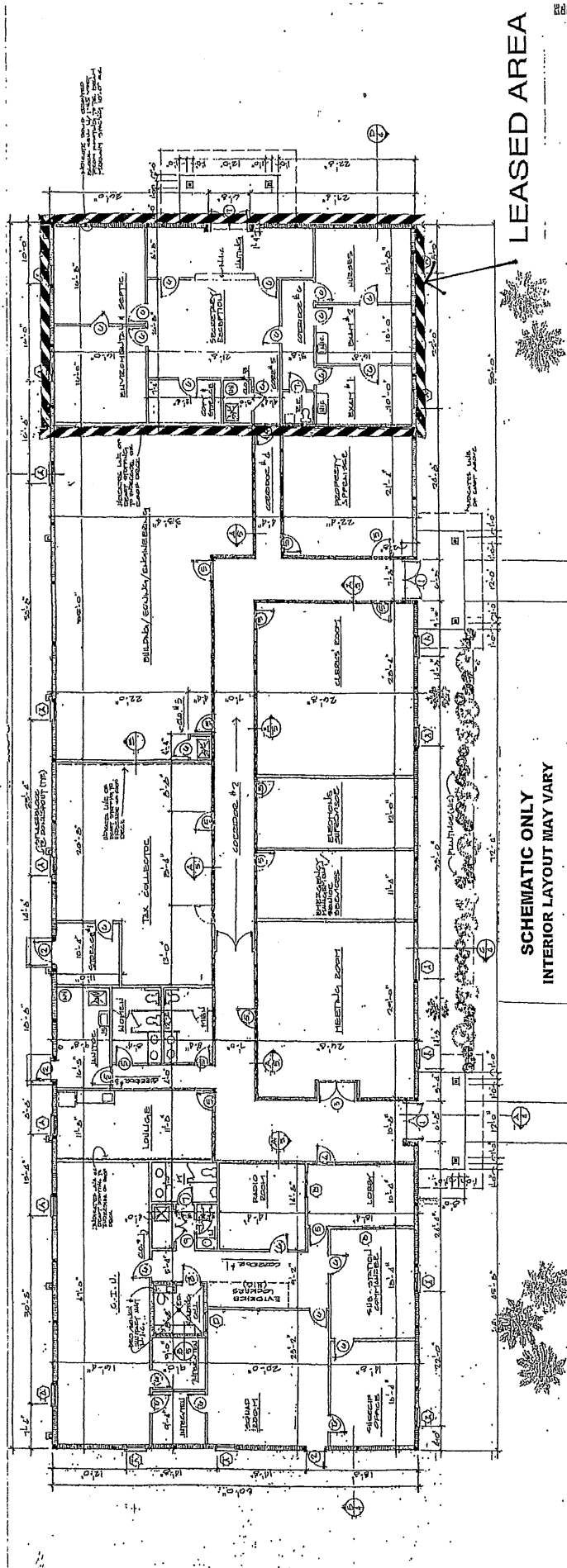
By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR24-0199 GRP



# WEST COUNTY ANNEX



**LEASED AREA**

**SCHEMATIC ONLY**  
**INTERIOR LAYOUT MAY VARY**

**BUILDING PLAN**

**EXHIBIT A**

**WALL LEGEND**

APPROXIMATE SCALE: 1/4" = 1'-0"

## EXHIBIT B

### Program Mission, Services, & Outcomes

**Program Mission** (to be prepared by LESSEE prior to lease execution)

Describe the mission and services provided by your organization in the space leased from Charlotte County.

Our mission is to provide free medical services to the uninsured and working poor in the greater Englewood community. We serve residents of both Charlotte and Sarasota counties, ages 18-64, who do not have health insurance, Medicare, or Medicaid. Our clinic is open 2 evenings per week with 50+ volunteers providing care and service to patients.

Identify one to three outcomes for the programs. Outcomes should be specific, achievable, measurable, and directly related to the organization's mission.

Outcome 1: Recruit 5 new volunteer providers to serve patients

Outcome 2: Provide 100% of diagnostic testing (labs, radiology) for patients as medically necessary

Outcome 3: Ensure 100% of patients served are screened for eligibility per FDOH guidelines

Provide a detailed plan for measuring and evaluating outcomes. (May attach additional sheets)

1. Recruit volunteer providers and guide them through the Florida Department of Health volunteer contracting process to obtain sovereign immunity coverage
2. Provide 100% of diagnostic testing required for patients regardless of their ability to pay for ordered testing
3. Ensure 100% of administrative volunteers obtain required patient screening training through the Florida Department of Health

**Program Reporting** - Annual reporting for each term of the lease shall be submitted to Charlotte County Facilities' Director or designee.

Has the target population or program changed within the year? Yes \_\_\_\_ No X \_\_\_\_

If yes, please explain: \_\_\_\_\_

How many total clients did each program serve during the year? 654

Please report the progress from the past twelve months for each outcome referenced in the original Program Mission section above.

Progress/Results on Outcome 1: We recruited 8 new volunteer providers for our clinic during the year.

Progress/Results on Outcome 2: The clinic provided 100% of diagnostic testing needed for patients at a cost of \$20,794.41 in 2023

Progress/Results on Outcome 3: All screening volunteers were trained by our Florida Department of Health liaison

How did the outcomes you achieved demonstrate that the program is helping to address critical issues facing Charlotte County residents during the year?

The clinic served 52% more patients in 2023 than in the previous year. We are working hard to reach our pre-pandemic patient numbers and make sure patients who need our help know that the clinic is available for them.

Describe the specific goals and objectives for your organization in the space leased from Charlotte County during the term of the next twelve-month period.

We plan to continue providing quality health care to area residents who cannot afford health insurance in a professional and compassionate environment. The culture of volunteerism is strong at our clinic, and we intend to maintain that. We will continue to provide a full spectrum of primary care (and limited specialty care) to our low-income population.

A new initiative for our clinic is to provide continuous glucose monitoring (CGM) sensors to our diabetic patients to help them better manage their disease. The most common diagnoses at the clinic are diabetes and hypertension and the new CGM initiative will greatly improve the quality of life for a high percentage of our patients.

Program Name: Englewood Community Care Clinic, Inc.

Program Address: 6868 San Casa Drive, Englewood, FL 34224

Form Completed By: Beth Harrison, Executive Director

Date Completed: February 2, 2024



## VOLUNTEER HEALTH CARE PROVIDER PROGRAM

### AGREEMENT BETWEEN THE HEALTH CARE PROVIDER AND THE DEPARTMENT OF HEALTH

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "department", and **ENGLEWOOD COMMUNITY CARE CLINIC, INC.**, hereinafter referred to as the "health care provider", for the purpose of improving access to health care for indigent residents by providing governmental protection to health care providers who offer free, quality health care services to underserved populations of the state. This contract is to ensure that health care professionals who provide such services as agents of the state are provided sovereign immunity while acting within the scope of duties pursuant to this contract and the requirements of the applicable health care practitioner laws and administrative rules.

#### I. THE HEALTH CARE PROVIDER AGREES:

- A. It is a health care provider or provider which includes a birth center licensed under chapter 383; an ambulatory surgical center licensed under chapter 395; a hospital licensed under chapter 395; a physician or physician assistant licensed under chapter 458; an osteopathic physician or osteopathic physician assistant licensed under chapter 459; a chiropractic physician licensed under chapter 460; a podiatric physician licensed under chapter 461; a registered nurse, nurse midwife, licensed practical nurse, or advanced registered nurse practitioner licensed or registered under part I of chapter 464 or a facility which employs nurses licensed or registered under part I of chapter 464 to supply all or part of the care delivered under section 766.1115; a midwife licensed under chapter 467; a health maintenance organization certificated under part I of chapter 641; a health care professional association and its employees or a corporate medical group and its employees; any other medical facility the primary purpose of which is to deliver human medical diagnostic services or which delivers non-surgical human medical treatment, and which includes an office maintained by a provider; a dentist or dental hygienist licensed under chapter 466; any other health care professional, practitioner, provider or facility under contract with a governmental contractor, including a student enrolled in an accredited program that prepares the student for licensure as any one of the professionals listed in this paragraph; a free clinic that delivers only medical diagnostic services or non-surgical medical treatment free of charge to all low-income recipients; or any nonprofit corporation qualified as exempt from federal income taxation under s. 501(a) of the Internal Revenue Code, and described in s. 501(c) of the Internal Revenue Code, which delivers health care services provided by licensed professionals listed above, any federally funded community health center, and any volunteer corporation or volunteer health care provider that delivers health care services.
- B. To deliver high quality, volunteer, uncompensated health care services as described in this paragraph to low-income persons as defined in section 766.1115, Florida Statutes, and referred to the health care provider by the department or the department's agent. The health care services to be provided are: health and/or dental care services to eligible clients referred by the department or its trained agent.
- C. To permit the department, its agents and employees, access to all records related to this contract, including the patient records of the low-income persons treated by the health care provider delivering services pursuant to this contract.
- D. To report any adverse incidents, as defined in section 395.0197(5), Florida Statutes, and information on treatment outcomes to the department if such incidents and information pertain to a patient treated pursuant to the contract. Adverse incidents and treatment outcomes must be reported in writing, by certified United States mail, return receipt requested, to the Administrator, Florida Department of Health in Charlotte County within 15 calendar days of occurrence. The health care provider shall comply with all applicable reporting requirements as required by chapter 395, Florida Statutes, and his or her professional licensure law.

- E. The department or its specifically designated agent will make patient selection and initial referral exclusively. All referred patients will present the health care provider with a completed Patient Referral Form, DH 1032. A provider may reject a referred patient upon a clear showing the patient's required care is not within the area of expertise of the provider and the patient's health care cannot reasonably be met by the provider. The provider agrees not to reject a patient on the basis of race, creed, national origin, age, gender, or religion.
- F. This contract does not apply to emergency medical care.
- G. To be subject to supervision, regular inspection and monitoring by the department.
- H. If the health care provider is a federally funded community health center, to post notice in a place conspicuous to all persons that the federally funded community health center is an agent of the department and that the exclusive remedy for injury or damage suffered as a result of any act or omission of the health care provider or any employee or agent thereof acting within the scope of duties pursuant to the contract is by commencement of an action pursuant to the provisions of section 768.28, Florida Statutes.
- I. If the health care provider is acting as the department's specifically designated agent as authorized by chapter 110, Florida Statutes, for determination of patient eligibility and referral as authorized by section 766.1115(11), Florida Statutes, and 64I-2.002, Florida Administrative Code, it shall:
  - 1. Not engage in activities, which would, if conducted under any federal health care program, constitute prohibited acts as outlined in 42 USCS § 1320a-7b.
  - 2. Comply with department administrative code rules and instructions from department employees regarding determination and approval of patient eligibility and referral.
  - 3. Require all employees and volunteers of the health care provider who will determine patient eligibility and referral to successfully complete training conducted by the department.
  - 4. Maintain all records required in the administration of the patient eligibility and referral.
  - 5. Allow the department access to records and employees and volunteers during business hours for purposes of review and oversight of the health care provider's acts in determining patient eligibility and referral.
- J. To serve as an agent for purposes of section 768.28(9), Florida Statutes, for thirty (30) days from the determination of ineligibility of a patient in the program, to allow for treatment until the patient transitions to treatment by another health care provider.

## II. THE DEPARTMENT AGREES:

- A. To provide written notice to each patient, or the patient's legal representative, that the health care provider is an agent of the department and that the exclusive remedy for injury or damage suffered as a result of any act or omission of the health care provider or of any employee or agent thereof acting within the scope of duties pursuant to the contract is by commencement of an action pursuant to the provisions of section 768.28, Florida Statutes.
- B. To submit any adverse incident reports to the Agency for Health Care Administration if an adverse incident involves a facility licensed by the Agency for Health Care Administration.
- C. To not transfer any patients to the health care provider based on a violation of the antidumping provisions of the Omnibus Budget Reconciliation Act of 1989, the Omnibus Reconciliation Act of 1990, or chapter 395, Florida Statutes.
- D. To provide an online listing of the health care provider, hours volunteered and number of patient visits provided.

### III. THE HEALTH CARE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE:

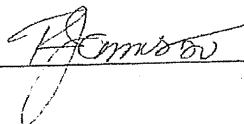
- A. That the right of dismissal or termination of the health care provider delivering services pursuant to this contract is retained by the department. This contract is terminable at will by either party upon written notice.
- B. That all patient health care records, adverse incident reports, and information on treatment outcomes which identify specific patients which are obtained by the department pursuant to this contract are confidential and exempt from the provisions of section 119.07(1), Florida Statutes.
- C. That the total number of patients that may be referred under this contract shall not exceed \_\_\_\_\_.
- D. That this contract becomes effective on the latest date below and shall remain in effect for a period of five (5) years from that date, at which time it shall terminate.
- E. Health care services by the provider may be rendered in any public or private office, clinic, hospital, and other facilities located within the State of Florida. The health care provider's status as an agent of the state with sovereign immunity protection is not dependent on the physical location of the provision of health care services.

IN WITNESS THEREOF, the parties hereto have caused this three page contract to be executed by their undersigned officials as duly authorized.

HEALTH CARE PROVIDER

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNED BY: \_\_\_\_\_



NAME: **Raymond A. James**

TITLE: **President**

ORGANIZATION: **ENGLEWOOD COMMUNITY**

**CARE CLINIC, INC.**

DATE: \_\_\_\_\_

1/8/2020

SIGNED BY: \_\_\_\_\_



NAME: **Joseph D. Pepe**

TITLE: **Administrator**

OFFICE/UNIT: **Florida Department of Health in**

**Charlotte County**

DATE: \_\_\_\_\_

1/17/20

LICENSE # or FEI #: **271035312**

\_\_\_\_\_ Initial here if you would like to opt-out of the Volunteer Healthcare Provider Program Online listing of Participating Providers described in Section II. D.

ORGANIZATION AFFILIATION: **ENGLEWOOD COMMUNITY CARE CLINIC, INC.**




## Volunteer Health Care Provider Program

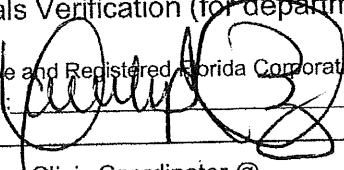
## Corporate Application

Name of the Corporation: Englewood Community Care Clinic, Inc.Name of corporate officer with contract authority Raymond James, D.O.Address: 6868 San Casa Dr.City/State: Englewood Zip Code: FL Phone: 941-681-2081FEI/Document Number: 27-103531Z

I understand a routine check of the status of the corporation through the Florida Division of Corporations will be made.

Corporate Officer's Signature:  Date: 1/8/2020

## Credentials Verification (for department use only)

Division of Corporations: Active and Registered Florida Corporation: Yes ☒ No ☐Verification completed by/date:  1/8/2020

Return application form to: Clinic Coordinator @ \_\_\_\_\_

CLINIC NAME

VHCPP Regional Coordinator: Marielys Mujica Email: [Mariely.MujicaPerez@flhealth.gov](mailto:Mariely.MujicaPerez@flhealth.gov)

Rev: 3/6/2018

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by FEI/EIN Number**

Florida Not For Profit Corporation  
ENGLEWOOD COMMUNITY CARE CLINIC, INC.

**Filing Information**

**Document Number** N09000007935  
**FEI/EIN Number** 27-1035312  
**Date Filed** 08/13/2009  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 10/19/2010

**Principal Address**

6868 San Casa Drive  
ENGLEWOOD, FL 34224

Changed: 02/05/2019

**Mailing Address**

P. O. BOX 189  
ENGLEWOOD, FL 34295

Changed: 02/10/2012

**Registered Agent Name & Address**

JAMES, RAYMOND A  
1089 BAYSHORE DRIVE  
ENGLEWOOD, FL 34223

Name Changed: 10/19/2010

Address Changed: 10/19/2010

**Officer/Director Detail****Name & Address**

Title PRES

JAMES, RAYMOND A  
1089 BAYSHORE DRIVE  
ENGLEWOOD, FL 34223

Title SEC



HARRISON, ELIZABETH M  
386 FIRETHORN AVE.  
ENGLEWOOD, FL 34223

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2017	01/05/2017
2018	03/08/2018
2019	02/05/2019

**Document Images**

<a href="#">02/05/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/08/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/19/2010 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/13/2009 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>