

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	2,194,620	-0-	-0-	-0-	-0-
External Revenues					
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	2,194,620	-0-	-0-	-0-	-0-
#ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included In Current Budget? **Yes**
 Budget Account No: Fund: 0001 Agency: 480 Org: VAR. Object: 8101
 Reporting Category:

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Net fiscal impact: \$2,194,620

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 10-10-06
 OFMB
 10/10/06
 actw 10-10-06 pm
 10-10-06

[Signature] 10/11/06
 Contract Administration
 E Jones 10/11/06

B. Legal Sufficiency:

[Signature] 10/12/06
 Assistant County Attorney

This Contract complies with our contract review requirements.

The effective date is retroactive.

C. Other Department Review:

 Department Director

Background and Justification (Continued from Page 1): Pursuant to the provisions of Section 154.01, Florida Statutes, the Board of County Commissioners has historically provided ad valorem funding to support environmental health programs. Section 154.01, F.S., specifies that functional system of public health services shall be established which shall include the following levels of service: environmental health, communicable disease control and primary care services. With the establishment of the Palm Beach County Health Care District (HCD), local support of communicable disease control and primary care services came under the purview of the HCD, while support of the environmental program remained with the County.

The Statute defines "environmental health services" as those that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment, which may contribute to the occurrence or transmission of disease. The Statute further provides that environmental health services shall be supported by available federal, state and local funds. Examples of services include: inspection and permitting of wells, septic tanks and public swimming pools; inspection and licensing of child care facilities, migrant labor housing and migrant labor camps; plan reviews; regulation of air pollution sources, investigation of complaints and permitting of tanning facilities; biochemical waste services; inspections of solid waste management facilities and hazardous waste generators; lead and radon gas monitoring services; inspection and licensing of mobile home parks; inspection of adult entertainment facilities; rabies surveillance and control; inspection of food service in child care facilities, bars and lounges, schools, hospitals, nursing homes, detention facilities and other locations; investigation of food-borne illness outbreaks; surveillance for mosquito-transmitted encephalitis.

Increases (decreases) in various funding sources for the health department's environmental programs are shown below:

<u>Source:</u>	<u>FY 2006</u>	<u>FY 2007</u>	<u>% Change</u>
State Share	3,951,454	4,239,464	7.29%
County Share			
County Ad Valorem	1,769,454	1,866,537	5.49%
Arbo Virus	166,000	168,083	1.25%
Right-To-Know	<u>154,660</u>	<u>160,000</u>	3.45%
Total County Share	2,090,114	2,194,620	5.00%
County authorized fees	737,434	811,783	10.08%
Federal funds	313,000	293,765	-6.15%
DEP funds	381,394	381,394	0.00%
Air pollution Tags	804,444	871,338	8.32%
Local Grants	<u>205,022</u>	<u>208,684</u>	1.79%
Total Other funding	<u>2,441,294</u>	<u>2,566,964</u>	5.15%
Total Funding:	8,482,862	9,001,048	6.11%

**CONTRACT BETWEEN
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE PALM BEACH COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2006-2007**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Palm Beach County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2006.

RECITALS

A. Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Palm Beach County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2006, through September 30, 2007, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 26,898,911 (*State General Revenue, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

✓ ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 2,194,620 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the

County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Palm Beach County Attn: F&A
P.O. Box 29
West Palm Beach, FL 33401

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Client Information System/Health Management Component compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore,

and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV. ✓

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Palm Beach County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall