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**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 25, 2007

Consent
 Ordinance

Regular
 Public Hearing

Department:

Submitted By: County Administration

Submitted For: DOH/Palm Beach County Health Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Contract with the Department of Health (DOH) in the amount of \$2,330,510 for Environmental Health and Engineering programs provided by the Palm Beach County Health Department (CHD) for the period October 1, 2007, through September 30, 2008; and

B) An Addendum to the Contract to clarify:

- 1) Paragraph 6.a. – as State employees/personnel, CHD employees are not “officers, agents, or employees of the County”;
- 2) Paragraph 7.c. – The County shall assure that insurance coverage for vehicles is available through either a self-insurance program or insurance purchased by the County except for insurance referenced in paragraph 7.e.;
- 3) Paragraph 7.d. – The County shall be named as additional insured on any agreement in which the CHD contracts or subcontracts any work to be performed on the premises to a third party; and
- 4) Paragraph 7.e. – As a State agency, the CHD agrees to be responsible for its own, its officers’, employees’, or agents’ negligent acts, or omissions, or tortuous acts, which result in claims or suits against the parties, and agrees to be liable for any damages proximately caused by said acts or omissions.

Summary: This Contract sets forth the funding responsibilities of the DOH and the County for the operation of the Palm Beach County Health Department. The State and County share in the funding of the \$10,404,647 environmental health budget. The State’s share is \$5,284,152 (50.8%), primarily from State general revenue and fees. Funding from the County’s FY 2008 budget is \$2,330,510 (22.3%) that includes Environmental Control and Childcare Enforcement funding of \$135,890. The remaining local share (26.9%) is comprised of County authorized fees of \$832,106 (8.0%), Federal funds of \$486,463 (4.7%), DEP funds of \$381,394 (3.7%), the Air Pollution Tag fees of \$885,000 (8.5%) and local contract and miscellaneous funding of \$205,022 (2.0%). County funding is used primarily for salaries and benefits. The environmental staffing is responsible for surveillance of public drinking water systems, permitting and inspection of septic tanks, regulation of air pollution sources, inspection and licensing of child care and other group care facilities, and other duties related to environmental health. The Environmental Control and Childcare Enforcement funding provides for a full time Attorney/Hearing Officer and a half-time paralegal position to provide counsel for the Child Care Advisory Council, in addition to other Boards, and to serve as Environmental Control Officer for Palm Beach County. County funds are included in the FY 2008 budget. No additional funds are needed. County staff requested certain changes to the State’s standard contract in order to clarify the insurance and liability provisions. The State preferred including these in an Addendum instead of revising the standard contract. Countywide (GB)

Background and Justification: (Continued on Page 3)

Attachments:

1. State/County Contract
2. Addendum

Recommended By: _____

Department Director

9/18/07
Date

Approved By: _____

Assistant County Administrator

9-18-07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	2,330,510	-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	2,330,510	-0-	-0-	-0-	-0-
#ADDITIONAL FTE POSITIONS (Cumulative)					
	-0-	-0-	-0-	-0-	-0-
Is Item Included In Current ^{Proposed} Budget? Yes					
Budget Account No: Fund: <u>0001</u> Agency: <u>480</u> Org: <u>VAR</u> Object: <u>8101</u>					
Reporting Category:					

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

Net fiscal impact: \$2,330,510

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 9-13-07
 OFMB
 9/11/2007
 CW
 9/10/07

[Signature] 9/14/07
 Contract Administration
 Done 9/14/07

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 9/17/07
 Assistant County Attorney

The Addendum complies with our review requirements.

C. Other Department Review:

 Department Director

Revised 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

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. Additional services include providing counsel for the Child Care Advisory Council, in addition to the other Boards, and serving as the Environmental Control Officer.

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

<u>Source:</u>	<u>FY 2007</u>	<u>FY 2008</u>	<u>% Change</u>
State Share	4,861,779	5,284,152	8.69%
County Share			
County Ad Valorem	1,866,537	1,866,537	0%
Arbo Virus	168,083	168,083	0%
Right-To-Know	160,000	160,000	0%
Childcare Enforcement & Control	<u>-0-</u>	<u>135,890</u>	<u>100%</u>
Total County Share	2,194,620	2,330,510	6.19%
County authorized fees	811,783	832,106	2.50%
Federal funds	293,765	486,463	65.60%
DEP funds	381,394	381,394	0%
Air pollution Tags	871,338	885,000	1.57%
Local Grants	<u>208,684</u>	<u>205,022</u>	<u>-1.75%</u>
Total Other funding	<u>2,566,964</u>	<u>2,789,985</u>	<u>8.69%</u>
Total Funding:	<u>9,623,363</u>	<u>10,404,647</u>	<u>8.12%</u>

**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 2007-2008**

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, 2007.

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, 2007, through September 30, 2008, 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 \$ 29,246,946 (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 \$ 2,330,510 (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 Health Management System 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 remain in the trust fund until accounted for in a manner which clearly illustrates the amount