

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

Meeting Date: October 6, 2009 Consent Regular
 Ordinance 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 \$2,097,459 for Environmental Health and Engineering programs provided by the Palm Beach County Health Department (CHD) for the period October 1, 2009, through September 30, 2010; and

B) An Addendum to the Contract to clarify:


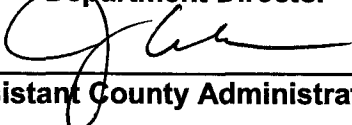
- 1) Paragraph 6.a. – as State employees/personnel, CHD employees are not “officers, agents, or employees of the County”;
- 2) Paragraph 7.c. – The County shall assure that insurance coverage for vehicles is available through either a self-insurance program or insurance purchased by the County except 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 \$8,757,416 environmental health budget. The State’s share is \$4,377,206 (50.0%), primarily from State general revenue and fees. Funding from the County’s FY 2010 budget is \$2,097,459 (24.0%) that includes Childcare Enforcement & Control Funding of \$125,890. The remaining local share (26.0%) is comprised of County Authorized Fees of \$936,625 (10.7%), Federal Funds of \$297,126 (3.4%), Department of Environmental Protection (DEP) Funds of \$109,000 (1.2%), and the Air Pollution Tag Fees of \$940,000 (10.7%). 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 Childcare Enforcement & Control Funding provides for a full time Attorney/Hearing Officer and a half-time paralegal position to provide counsel for the Child Care Advisory Council and to serve as Environmental Control Officer for the Environmental Control Hearing Board. County funds are included in the FY 2010 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	Date <u>9/18/09</u>
Approved By:	 Assistant County Administrator	Date <u>9/22/09</u>

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	2,097,459	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	-0-	2,097,459	-0-	-0-	-0-
 #ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-
 Is Item Included In Current Budget? Yes					
Budget Account No: Fund: <u>0001</u> Agency: <u>480</u> Org: <u>VAR.</u> Object: <u>8101</u>					
Reporting Category:					

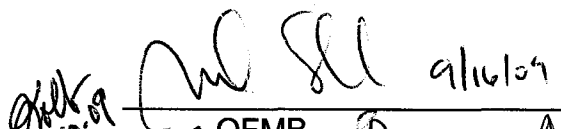
B. Recommended Sources of Funds/Summary of Fiscal Impact:

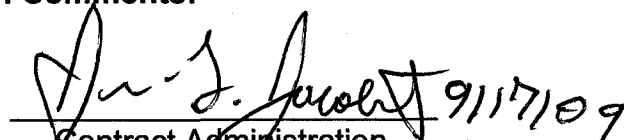
Net fiscal impact: \$2,097,459

C. Departmental Fiscal Review: _____


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

9/10/09

 OFMB
9/14/09


 Contract Administration
9/17/09

B. Legal Sufficiency:


 Assistant County Attorney
9/21/09

This Contract complies with our contract review requirements.

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 Health Care District of Palm Beach County (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 and serving as Environmental Control Officer.

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

<u>Source:</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>% Change</u>
State Share	\$4,645,728	\$4,377,206	-5.8%
County Share			
County Ad Valorem	1,866,537	1,643,486	-11.9%
Arbo Virus	168,083	168,083	0%
Right-To-Know	160,000	160,000	0%
Childcare Enforcement & Control	<u>135,890</u>	<u>125,890</u>	-7.4%
			-10.0%
Total County Share	2,330,510	2,097,459	
County Authorized Fees	1,082,956	936,625	-13.5%
Federal Funds	261,000	297,126	13.8%
Dept of Environmental Protection Funds	272,022	109,000	-59.9%
Air Pollution Tags	<u>925,000</u>	<u>940,000</u>	1.6%
Total Other Funding	<u>2,540,978</u>	<u>2,282,751</u>	-10.2%
Total Funding:	<u>\$9,517,216</u>	<u>\$8,757,416</u>	-8.0%

**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 2009-2010**

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, 2009.

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, 2009, through September 30, 2010, 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, and 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 \$27,693,355 (*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 \$2,097,459 (*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 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 shall be selected by the State with the concurrence of the County. The director 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 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

which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy State Health Officer has approved the transfer. The Deputy State Health Officer shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, dated April 2005, as amended, the terms of which are incorporated herein by reference. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2010 for the report period October 1, 2009 through December 31, 2009;
- ii. June 1, 2010 for the report period October 1, 2009 through March 31, 2010;
- iii. September 1, 2010 for the report period October 1, 2009 through June 30, 2010; and
- iv. December 1, 2010 for the report period October 1, 2009 through September 30, 2010.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall assure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2009, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

For the County:

John Campbell
Name
CHD Financial Administrator
Title

Jon Van Arnam
Name
Assistant County Administrator
Title

800 Clematis Street

301 North Olive Avenue

West Palm Beach, FL. 33401
Address

West Palm Beach, FL. 33401
Address

(561) 803-7302
Telephone

(561) 355-2740
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 27 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2009.

**BOARD OF COUNTY COMMISSIONERS
FOR PALM BEACH COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Ana M. Viamonte Ros, M.D., M.P.H.

TITLE: _____

TITLE: State Surgeon General

DATE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Alina Alonso, M.D.

TITLE: _____

TITLE: Palm Beach CHD Director

DATE: _____

DATE: _____

ATTACHMENT I

PALM BEACH COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in FAC 64D-3, F.S. 381 and F.S. 384 and the CHD Guidebook.
2.	Dental Health	Monthly reporting on DH Form 1008*.
3.	Special Supplemental Nutrition Program for Women, Infants and Children.	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office and in the CHD Guidebook, Internal Operating Policy FAMPLAN 14*
6.	Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability, the assessment of various immunization levels and forms reporting adverse events following immunization and Immunization Module quarterly quality audits and duplicate data reports.
7.	Chronic Disease Program	Requirements as specified in the Healthy Communities, Healthy People Guidebook.
8.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*

ATTACHMENT I (Continued)

9. HIV/AIDS Program
Requirements as specified in F.S. 384.25 and 64D-3.016 and 3.017 F.A.C. and the CHD Guidebook. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form 50.42A and Pediatric HIV/AIDS Confidential Case Report CDC Form 50.42B. Socio-demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 or Post-Test Counseling DH Form 1628C. These reports are to be sent to the Headquarters HIV/AIDS office within 5 days of the initial post-test counseling appointment or within 90 days of the missed post-test counseling appointment.
10. School Health Services
Requirements as specified in the Florida School Health Administrative Guidelines (April 2007).

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

PALM BEACH COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance as of 09/30/09	Estimated County Share of CHD Trust Fund Balance as of 09/30/09	Total
1. CHD Trust Fund Ending Balance 09/30/09	3,246,947	3,172,481	6,419,428
2. Drawdown for Contract Year October 1, 2009 to September 30, 2010	317,817	(317,817)	0
3. Special Capital Project use for Contract Year October 1, 2009 to September 30, 2010	60,320	655,708	716,028
4. Balance Reserved for Contingency Fund October 1, 2009 to September 30, 2010	2,868,810	2,834,590	5,703,400

Note: The total of items 2, 3 and 4 must equal the ending balance in item 1.

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

Pursuant to 154.02, F.S., At a minimum, the trust fund shall consist of: an operating reserve, consisting of 8.5 percent of the annual operating budget, maintained to ensure adequate cash flow from nonstate revenue sources.

ATTACHMENT III

PALM BEACH COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

**Working Copying ATTACHMENT II.
PALM BEACH COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2009 to September 30, 2010

	FTE's (0.00)	Clients Units	Services	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
VITAL STATISTICS (180)	11.77	50,964	159,949	128,859	152,288	140,574	164,003	0	585,724	585,724
IMMUNIZATION (101)	50.38	23,631	73,317	621,392	734,372	677,882	790,862	1,918,367	906,141	2,824,508
STD (102)	42.78	6,659	33,852	572,997	677,178	625,088	729,269	1,848,129	756,403	2,604,532
A.I.D.S. (103)	95.57	3,163	35,237	1,596,984	1,887,344	1,742,164	2,032,525	3,773,106	3,485,911	7,259,017
TB CONTROL SERVICES (104)	45.64	3,364	22,403	702,434	830,149	766,291	894,006	2,457,183	735,697	3,192,880
COMM. DISEASE SURV. (106)	15.77	0	21,339	186,126	219,967	203,046	236,887	678,159	167,867	846,026
HEPATITIS PREVENTION (109)	1.55	2,333	2,849	20,066	23,714	21,890	25,538	79,349	11,859	91,208
PUBLIC HEALTH PREP AND RESP (116)	6.12	0	1,060	323,686	382,538	353,112	411,965	1,471,301	0	1,471,301
COMMUNICABLE DISEASE SUBTOTAL	269.58	90,114	350,006	4,152,544	4,907,550	4,530,047	5,285,055	12,225,594	6,649,602	18,875,196
3. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	7.21	10,143	892	128,936	152,379	140,658	164,101	325,554	260,520	586,074
TOBACCO PREVENTION (212)	1.67	0	2,556	57,927	68,459	63,193	73,726	263,305	0	263,305
HOME HEALTH (215)	0.00	0	0	0	0	0	0	0	0	0
W.I.C. (221)	112.20	46,112	338,217	1,236,483	1,461,298	1,348,890	1,573,705	4,871,079	749,297	5,620,376
FAMILY PLANNING (223)	41.62	12,591	48,484	700,380	827,722	764,051	891,392	1,739,432	1,444,113	3,183,545
IMPROVED PREGNANCY OUTCOME (225)	77.86	6,269	83,656	1,276,911	1,509,077	1,392,994	1,625,159	2,846,246	2,957,895	5,804,141
HEALTHY START PRENATAL (227)	45.80	7,263	25,187	470,033	555,494	512,764	598,224	567,634	1,568,881	2,136,515
COMPREHENSIVE CHILD HEALTH (229)	41.02	9,133	33,369	770,837	910,989	840,913	981,066	1,626,053	1,877,752	3,503,805
HEALTHY START INFANT (231)	29.11	5,584	22,041	485,419	573,676	529,548	617,805	157,059	2,049,389	2,206,448
SCHOOL HEALTH (234)	19.56	0	972,628	494,414	584,307	539,360	629,254	1,666,583	580,752	2,247,335
COMPREHENSIVE ADULT HEALTH (237)	112.09	17,275	83,453	1,669,855	1,973,465	1,821,660	2,125,270	1,453,396	6,136,854	7,590,250
DENTAL HEALTH (240)	64.67	14,856	119,225	1,233,817	1,458,148	1,345,982	1,570,313	1,914,550	3,693,710	5,608,260
Healthy Start Interconception Woman (232)	0.00	0	0	0	0	0	0	0	0	0
PRIMARY CARE SUBTOTAL	552.81	129,226	1,729,708	8,525,012	10,075,014	9,300,013	10,850,015	17,430,891	21,319,163	38,750,054
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.43	783	783	8,897	10,515	9,706	11,325	33,030	7,413	40,443
LIMITED USE PUBLIC WATER SYSTEMS (357)	1.54	60	315	17,627	20,832	19,230	22,434	62,904	17,219	80,123
PUBLIC WATER SYSTEM (358)	11.43	240	1,104	171,313	202,460	186,887	218,034	331,876	446,818	778,694
PRIVATE WATER SYSTEM (359)	1.75	1,841	3,611	22,892	27,055	24,973	29,136	37,054	67,002	104,056
INDIVIDUAL SEWAGE DISP. (361)	11.64	1,343	6,871	181,579	214,594	198,087	231,101	388,989	436,372	825,361
Group Total	26.79	4,267	12,684	402,308	475,456	438,883	512,030	853,853	974,824	1,828,677
Facility Programs										
FOOD HYGIENE (348)	11.19	868	3,872	157,106	185,671	171,389	199,954	437,539	276,581	714,120
BODY ART (349)	0.08	24	43	1,437	1,698	1,568	1,829	4,303	2,229	6,532
GROUP CARE FACILITY (351)	28.03	2,825	6,380	408,684	482,990	445,837	520,144	975,633	882,022	1,857,655
MIGRANT LABOR CAMP (352)	1.40	76	387	20,064	23,711	21,888	25,535	57,445	33,753	91,198
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.70	7	425	9,271	10,957	10,114	11,800	25,458	16,684	42,142
MOBILE HOME AND PARKS SERVICES (354)	1.05	155	363	16,382	19,360	17,871	20,850	45,541	28,922	74,463
SWIMMING POOLS/BATHING (360)	7.88	3,435	8,441	105,521	124,707	115,114	134,300	375,318	104,324	479,642
BIOMEDICAL WASTE SERVICES (364)	5.30	2,225	2,353	72,811	86,049	79,430	92,668	208,403	122,555	330,958

**Working Copying ATTACHMENT II.
PALM BEACH COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2009 to September 30, 2010

	FTE's (0.00)	Clients Units	Services	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
TANNING FACILITY SERVICES (369)	0.26	61	125	3,332	3,938	3,635	4,240	9,411	5,734	15,145
Group Total	55.89	9,676	22,389	794,608	939,081	866,846	1,011,320	2,139,051	1,472,804	3,611,855
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.97	493	727	13,430	15,872	14,651	17,094	25,731	35,316	61,047
Group Total	0.97	493	727	13,430	15,872	14,651	17,094	25,731	35,316	61,047
Community Hygiene										
RADIOLOGICAL HEALTH (372)	0.11	0	12	996	1,177	1,086	1,266	2,736	1,789	4,525
TOXIC SUBSTANCES (373)	5.16	1,416	1,505	75,563	89,302	82,432	96,171	95,586	247,882	343,468
OCCUPATIONAL HEALTH (344)	1.34	0	1,059	17,929	21,189	19,559	22,820	55,515	25,982	81,497
CONSUMER PRODUCT SAFETY (345)	1.65	0	764	19,639	23,210	21,424	24,995	53,775	35,493	89,268
INJURY PREVENTION (346)	0.07	0	12	1,253	1,480	1,367	1,594	3,438	2,256	5,694
LEAD MONITORING SERVICES (350)	1.67	124	589	29,002	34,275	31,638	36,910	118,312	13,513	131,825
PUBLIC SEWAGE (362)	3.46	272	2,409	55,754	65,891	60,822	70,958	106,260	147,165	253,425
SOLID WASTE DISPOSAL (363)	0.73	0	323	11,058	13,068	12,063	14,073	27,121	23,141	50,262
SANITARY NUISANCE (365)	1.72	431	1,077	23,113	27,315	25,214	29,415	63,465	41,592	105,057
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.26	0	4	4,702	5,556	5,129	5,984	12,887	8,484	21,371
ARBOVIRUS SURVEILLANCE (367)	2.35	0	1,125	34,342	40,586	37,464	43,709	48,172	107,929	156,101
RODENT/ARTHROPOD CONTROL (368)	0.22	0	221	2,788	3,295	3,042	3,548	7,656	5,017	12,673
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
AIR POLLUTION (371)	25.94	0	4,516	440,148	520,174	480,161	560,188	763,648	1,237,023	2,000,671
Group Total	44.68	2,243	13,616	716,287	846,518	781,401	911,631	1,358,571	1,897,266	3,255,837
ENVIRONMENTAL HEALTH SUBTOTAL	128.33	16,679	49,416	1,926,633	2,276,927	2,101,781	2,452,075	4,377,206	4,380,210	8,757,416
D. SPECIAL CONTRACTS:										
SPECIAL CONTRACTS (599)	0.00	0	0	0	200,972	291,508	223,548	60,320	655,708	716,028
SPECIAL CONTRACTS SUBTOTAL	0.00	0	0	0	200,972	291,508	223,548	60,320	655,708	716,028
TOTAL CONTRACT	950.72	236,019	2,129,130	14,604,189	17,460,463	16,223,349	18,810,693	34,094,011	33,004,683	67,098,694

Working Copy ATTACHMENT II.

**PALM BEACH COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2009 to September 30, 2010

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	ALG/CONTR. TO CHDS-MCH HEALTH - FIELD STAFF COST	0	0	0	0	0
015040	ALG/CONTRIBUTION TO CHDS-PRIMARY CARE	66,977	0	66,977	0	66,977
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	ALG/SCHOOL HEALTH/SUPPLEMENTAL	91,671	0	91,671	0	91,671
015040	CLOSING THE GAP PROGRAM	0	0	0	0	0
015040	COMMUNITY SMILES - DADE	0	0	0	0	0
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0	0
015040	FL CLPPP SCREENING & CASE MANAGEMENT	8,000	0	8,000	0	8,000
015040	HEALTHY BEACHES MONITORING	23,856	0	23,856	0	23,856
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC-DADE	0	0	0	0	0
015040	SPECIAL NEEDS SHELTER PROGRAM	0	0	0	0	0
015040	STD GENERAL REVENUE	114,458	0	114,458	0	114,458
015040	ALG/CONTR TO CHDS-DENTAL PROGRAM	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-IMMUNIZATION OUTREACH TEAMS	84,240	0	84,240	0	84,240
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	770,000	0	770,000	0	770,000
015040	ALG/CONTR TO CHDS-AIDS PREV & SURV & FIELD STAFF	180,934	0	180,934	0	180,934
015040	ALG/CONTR. TO CHDS-INDOOR AIR ASSIST PROG.	17,760	0	17,760	0	17,760
015040	ALG/CONTR TO CHDS-MIGRANT LABOR CAMP SANITATION	17,505	0	17,505	0	17,505
015040	ALG/FAMILY PLANNING	221,163	0	221,163	0	221,163
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	45,697	0	45,697	0	45,697
015040	VARICELLA IMMUNIZATION REQUIREMENT	44,964	0	44,964	0	44,964
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	PRIMARY CARE SPECIAL DENTAL PROJECTS	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	LA LIGA CONTRA EL CANCER	0	0	0	0	0
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	86,400	0	86,400	0	86,400
015040	ENHANCED DENTAL SERVICES	3,368	0	3,368	0	3,368
015040	DENTAL SPECIAL INITIATIVE PROJECTS	81,434	0	81,434	0	81,434
015040	COMMUNITY TB PROGRAM	532,877	0	532,877	0	532,877
015040	COMMUNITY ENVIRONMENTAL HEALTH ADVISORY BOARD	15,000	0	15,000	0	15,000
015040	CATE - ESCAMBIA	0	0	0	0	0
015040	ALG/PRIMARY CARE	817,706	0	817,706	0	817,706
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015050	ALG/CONTR TO CHDS	14,060,183	0	14,060,183	0	14,060,183
GENERAL REVENUE TOTAL		17,284,193	0	17,284,193	0	17,284,193
2. NON GENERAL REVENUE - STATE						
015010	IMMUNIZATION SPECIAL PROJECT	40,855	0	40,855	0	40,855
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	SUPPLEMENTAL/COMPREHENSIVE SCHOOL HEALTH - TOB TF	0	0	0	0	0
015010	ALG/CONTR TO CHDS-REBASING TOBACCO TF	255,240	0	255,240	0	255,240
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE/DEP ADM TF	40,056	0	40,056	0	40,056
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG/DEP ADM	24,507	0	24,507	0	24,507
015010	BASIC SCHOOL HEALTH - TOBACCO TF	547,272	0	547,272	0	547,272

Working Copy ATTACHMENT II.

**PALM BEACH COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2009 to September 30, 2010

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
2. NON GENERAL REVENUE - STATE						
015010	CHD PROGRAM SUPPORT	0	0	0	0	0
015010	TOBACCO - COMMUNITY INTERVENTION	256,000	0	256,000	0	256,000
015010	AIDS NETWORK	616,645	0	616,645	0	616,645
015010	FULL SERVICE SCHOOLS - TOBACCO TF	408,510	0	408,510	0	408,510
015020	TRANSFER FROM CMS	53,270	0	53,270	0	53,270
015020	TRANSFER FROM DCF - DAYCARE PGM	200,022	0	200,022	0	200,022
015020	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
NON GENERAL REVENUE TOTAL		2,442,377	0	2,442,377	0	2,442,377
3. FEDERAL FUNDS - State						
007000	CHILDHOOD LEAD POISONING PREVENTION	83,426	0	83,426	0	83,426
007000	DIABETES PREVENTION & CONTROL PROGRAM	0	0	0	0	0
007000	FAMILY PLANNING EXPANSION FUNDS 2008-09	100,000	0	100,000	0	100,000
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	0	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	311,394	0	311,394	0	311,394
007000	FGTF/WIC ADMINISTRATION	4,961,468	0	4,961,468	0	4,961,468
007000	HEALTHY PEOPLE HEALTHY COMMUNITIES	19,155	0	19,155	0	19,155
007000	IMMUNIZATION FIELD STAFF EXPENSE	4,000	0	4,000	0	4,000
007000	IMMUNIZATION WIC-LINKAGES	0	0	0	0	0
007000	MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000	PHP - CITIES READINESS INITIATIVE	140,454	0	140,454	0	140,454
007000	RAPE PREVENTION & EDUCATION GRANT	0	0	0	0	0
007000	RYAN WHITE	93,669	0	93,669	0	93,669
007000	BIOTERRORISM PLANNING & READINESS	16,021	0	16,021	0	16,021
007000	AFRICAN AMERICAN TESTING INITIATIVE (AATI)	286,903	0	286,903	0	286,903
007000	AIDS SURVEILLANCE	108,886	0	108,886	0	108,886
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	297,035	0	297,035	0	297,035
007000	STD FEDERAL GRANT - CSPS	158,302	0	158,302	0	158,302
007000	STD PROGRAM - PHYSICIANS TRAINING CENTER	0	0	0	0	0
007000	STD PROGRAM-INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	TITLE X HIV/AIDS PROJECT	0	0	0	0	0
007000	WIC BREASTFEEDING PEER COUNSELING	80,631	0	80,631	0	80,631
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	236,796	0	236,796	0	236,796
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	STD PROGRAM - PHYSICIAN TRAINING CENTER	0	0	0	0	0
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	0	0	0	0	0
007000	AIDS PREVENTION	851,486	0	851,486	0	851,486
007000	BIOTERRORISM SURVEILLANCE & EPIDEMIOLOGY	43,699	0	43,699	0	43,699
007000	COASTAL BEACH MONITORING PROGRAM	22,367	0	22,367	0	22,367
007000	FGTF/IMMUNIZATION ACTION PLAN	127,192	0	127,192	0	127,192
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	61,622	0	61,622	0	61,622
007000	ENVIRONMENTAL & HEALTH EFFECT TRACKING	0	0	0	0	0
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	H1N1 MASS VACCINATION IMPLEMENTATION	925,393	0	925,393	0	925,393
007000	PUBLIC HEALTH PREPAREDNESS BASE	320,586	0	320,586	0	320,586

Working Copy ATTACHMENT II.

PALM BEACH COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State					
007000	MCH BGTF-HEALTHY START IPO	0	0	0	0
007000	IMMUNIZATION-WIC LINKAGES	0	0	0	0
007000	IMMUNIZATION SUPPLEMENTAL	119,088	0	119,088	119,088
007000	HIV INCIDENCE SURVEILLANCE	0	0	0	0
007000	HEALTH PROGRAM FOR REFUGEES	36,361	0	36,361	36,361
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0
015009	REFUGEE HEALTH SCREENING - SRSER	350,000	0	350,000	350,000
015075	SCHOOL HEALTH/SUPPLEMENTAL	177,015	0	177,015	177,015
015075	SUMMER FEEDING PROGRAM	2,700	0	2,700	2,700
FEDERAL FUNDS TOTAL		9,935,649	0	9,935,649	9,935,649
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020	TANNING FACILITIES	14,400	0	14,400	14,400
001020	BODY PIERCING	2,430	0	2,430	2,430
001020	MIGRANT HOUSING PERMIT	7,200	0	7,200	7,200
001020	MOBILE HOME AND PARKS	34,650	0	34,650	34,650
001020	FOOD HYGIENE PERMIT	127,800	0	127,800	127,800
001020	BIOHAZARD WASTE PERMIT	140,000	0	140,000	140,000
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0
001020	PUBLIC WATER ANNUAL OPER PERMIT	0	0	0	0
001020	PUBLIC WATER CONSTR PERMIT	6,885	0	6,885	6,885
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0
001020	SAFE DRINKING WATER	137,720	0	137,720	137,720
001020	SWIMMING POOLS	590,598	0	590,598	590,598
001092	OSDS PERMIT FEE	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	341,156	0	341,156	341,156
001092	OSDS REPAIR PERMIT	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0
010304	MQA INSPECTION FEE	60,000	0	60,000	60,000
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		1,462,839	0	1,462,839	1,462,839
5. OTHER CASH CONTRIBUTIONS - STATE					
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	317,715	0	317,715	317,715
OTHER CASH CONTRIBUTIONS TOTAL		317,715	0	317,715	317,715
6. MEDICAID - STATE/COUNTY					
001056	MEDICAID PHARMACY	0	0	0	0
001076	MEDICAID TB	39,608	82,791	122,399	122,399
001078	MEDICAID ADMINISTRATION OF VACCINE	34,784	34,784	69,568	69,568

Working Copy ATTACHMENT II.

PALM BEACH COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY					
001079	MEDICAID CASE MANAGEMENT	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	0	0	0	0
001082	MEDICAID DENTAL	511,060	1,068,236	1,579,296	1,579,296
001083	MEDICAID FAMILY PLANNING	37,868	340,811	378,679	378,679
001087	MEDICAID STD	47,629	99,555	147,184	147,184
001089	MEDICAID AIDS	203,803	425,995	629,798	629,798
001147	MEDICAID HMO RATE	0	0	0	0
001191	MEDICAID MATERNITY	598,600	1,251,214	1,849,814	1,849,814
001192	MEDICAID COMPREHENSIVE CHILD	684,234	1,430,211	2,114,445	2,114,445
001193	MEDICAID COMPREHENSIVE ADULT	182,942	382,391	565,333	565,333
001194	MEDICAID LABORATORY	297,761	622,389	920,150	920,150
001208	MEDIPASS \$3.00 ADM. FEE	12,950	12,950	25,900	25,900
001059	MEDICAID - LOW INCOME POOL	0	0	0	0
001051	EMERGENCY MEDICAID	0	0	0	0
001058	MEDICAID - BEHAVIORAL HEALTH	0	0	0	0
001071	MEDICAID - ORTHOPEDIC	0	0	0	0
001072	MEDICAID - DERMATOLOGY	0	0	0	0
001075	MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	0	0	0	0
001069	MEDICAID - REFUGEE HEALTH	0	0	0	0
001055	MEDICAID - REFUGEE HEALTH	0	0	0	0
MEDICAID TOTAL		2,651,238	5,751,328	8,402,566	8,402,566
7. ALLOCABLE REVENUE - STATE					
018000	REFUNDS	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0
ALLOCABLE REVENUE TOTAL		0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
	PHARMACY SERVICES	0	0	0	514,229
	LABORATORY SERVICES	0	0	0	583,701
	TB SERVICES	0	0	0	0
	IMMUNIZATION SERVICES	0	0	0	2,133,960
	STD SERVICES	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0
	WIC FOOD	0	0	0	21,042,186
	ADAP	0	0	0	9,354,013
	DENTAL SERVICES	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	33,628,089
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY					
008030	BCC CONTRIBUTION FROM HEALTH CARE TAX	0	4,714,092	4,714,092	4,714,092
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	2,097,459	2,097,459	2,097,459
DIRECT COUNTY CONTRIBUTION TOTAL		0	6,811,551	6,811,551	6,811,551

Working Copy ATTACHMENT II

**PALM BEACH COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2009 to September 30, 2010

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	VITAL STATISTICS - FEES AND SERVICES	0	45,700	45,700	0	45,700
001077	RABIES VACCINE	0	0	0	0	0
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	818,985	818,985	0	818,985
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	941,030	941,030	0	941,030
001114	NEW BIRTH CERTIFICATES	0	398,000	398,000	0	398,000
001115	DEATH CERTIFICATES	0	1,187,600	1,187,600	0	1,187,600
001117	VITAL STATS-ADM. FEE 50 CENTS	0	59,000	59,000	0	59,000
001073	CO-PAY - AIDS CARE PROGRAM	0	0	0	0	0
001025	CLIENT REVENUE FROM GRC	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	3,450,315	3,450,315	0	3,450,315
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	4,407,261	4,407,261	0	4,407,261
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	579,213	579,213	0	579,213
001190	HEALTH MAINTENANCE ORGANIZATION	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	125,000	125,000	0	125,000
007010	U.S. GRANTS DIRECT	0	3,599,272	3,599,272	0	3,599,272
008010	CONTRIBUTION FROM CITY GOVERNMENT	0	0	0	0	0
008020	CONTRIBUTION FROM HEALTH CARE TAX - NOT THROUGH BOCC	0	0	0	0	0
008050	SCHOOL BOARD CONTRIBUTION	0	0	0	0	0
008060	SPECIAL PROJECT CONTRIBUTION	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	109,000	109,000	0	109,000
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	23,325	23,325	0	23,325
011000	GRANT-DIRECT-COMMUNITY FOUNDATION	0	64,582	64,582	0	64,582
011001	HEALTHY START COALITION CONTRIBUTIONS	0	0	0	0	0
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-317,715	-317,715	0	-317,715
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000	GRANT-DIRECT-HEALTHY BEGINNINGS	0	4,628,197	4,628,197	0	4,628,197
011000	GRANT-DIRECT-RYAN WHITE FORMULA I	0	1,265,729	1,265,729	0	1,265,729
011000	GRANT-DIRECT-RYAN WHITE SUPPLEMENTAL	0	669,623	669,623	0	669,623
011000	GRANT-DIRECT-WOMENS HEALTH INITIATIVE	0	87,198	87,198	0	87,198
011000	GRANT-DIRECT-NATL ASSOC CHRONIC DISEASE DIRECTORS	0	70,000	70,000	0	70,000
011000	GRANT-DIRECT-LIP	0	156,261	156,261	0	156,261

Working Copy ATTACHMENT II.

PALM BEACH COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
011000	GRANT-DIRECTARROW	0	121,714	121,714	0	121,714
011000	GRANT-DIRECT-QUANTUM FOUNDATION / REP&RENOV AVE P	0	150,000	150,000	0	150,000
011000	GRANT DIRECT-AIR POLLUTION	0	960,000	960,000	0	960,000
011000	GRANT DIRECT-DENTAL	0	183,129	183,129	0	183,129
011000	GRANT DIRECT	0	0	0	0	0
010402	RECYCLED MATERIALS SALES	0	0	0	0	0
010303	FDLE FINGERPRINTING	0	0	0	0	0
007050	ARRA FEDERAL GRANTS DIRECT TO CHD	0	0	0	0	0
001010	RECOVERY OF BAD CHECKS	0	0	0	0	0
008065	FCO CONTRIBUTION	0	0	0	0	0
011006	RESTRICTED CASH CONTRIBUTION	0	0	0	0	0
028000	INSURANCE RECOVERIES	0	0	0	0	0
001033	CMS MANAGEMENT FEE - PMPMP	0	0	0	0	0
010400	SALE OF GOODS OUTSIDE STATE GOVT	0	109,700	109,700	0	109,700
001069	MEDICAID - REFUGEE HEALTH	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	16,991,489	16,991,489	0	16,991,489
12. ALLOCABLE REVENUE - COUNTY						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	0
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	4,772,495	4,772,495
	GROUNDS MAINTENANCE	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	1,176,029	1,176,029
BUILDINGS TOTAL		0	0	0	5,948,524	5,948,524
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
	VEHICLE INSURANCE	0	0	0	0	0
	VEHICLE MAINTENANCE	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL		0	0	0	0	0
GRAND TOTAL CHD PROGRAM		34,094,011	33,004,683	67,098,694	39,576,613	106,675,307

ATTACHMENT III

PALM BEACH COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
 FACILITIES UTILIZED BY THE PALM BEACH COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
C. L. Brumback Health Center	38754 State Road 80 Belle Glade	Board of County Commissioners
Delray Beach Health Center	225/345 Congress Ave. Delray Beach	Board of County Commissioners
Lake Worth Education Center	110 North F Street Lake Worth	City of Lake Worth
Lantana/Lake Worth Health Center	1250 Southwinds Drive Lantana	Board of County Commissioners
Jupiter Health Center	6405 Indiantown Road Jupiter	Board of County Commissioners
Riviera Beach Health Center Annex	851 Avenue P Riviera Beach	Board of County Commissioners
Riviera Beach Health Center	7289 Garden Rd. Riviera Beach	KAVI, LLC
General Services Facility	1050 15 th Street West Riviera Beach	F. Vechiarello
WIC	1050 Royal Palm Beach Blvd. Royal Palm Beach	Village of Royal Palm Beach
WIC Administration and client services	5985 10 th Avenue North Green Acres	City of Green Acres
Administration, Environmental Health Healthy Beginnings, Epidemiology, Vital Statistics, etc.	800 Clematis Street West Palm Beach	State of Florida
West Palm Beach Health Center	1150 45 th Street West Palm Beach	State of Florida
Rams Health Clinic	3505 Shiloh Drive West Palm Beach	Palm Beach County School District
Centering Project	610 North Dixie Highway Lake Worth	Healthy Mothers/ Healthy Babies
Pahokee Health Center	1839 E. Main St. Pahokee	State of Florida
Pahokee Clinic	1200 E. Main St. Pahokee	Diocese of Palm Beach

**ATTACHMENT V
PALM BEACH COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN**

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2007-2008	\$ _____	\$ _____	\$ _____
2008-2009	\$ _____	\$ _____	\$ _____
2009-2010	\$ <u>60,320</u>	\$ <u>109,580</u>	\$ <u>169,900</u>
2010-2011	\$ _____	\$ _____	\$ _____
2011-2012	\$ _____	\$ _____	\$ _____
PROJECT TOTAL	\$ <u><u>60,320</u></u>	\$ <u><u>109,580</u></u>	\$ <u><u>169,900</u></u>

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: PBCHD Administration Building - Purchase Additional Furn/Equip
 LOCATION/ ADDRESS: Clematis St., West Palm Beach, FL
 PROJECT TYPE: NEW BUILDING ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____
 SQUARE FOOTAGE: approx. 95,000
 PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

Construction of a new building for the relocation of Palm Beach County Health Department Administrative has been completed. The remaining funds for this project have been set aside to cover any additional furniture and equipment needs that arise as the staff are moved into the new location.

ESTIMATED PROJECT INFORMATION:
 START DATE (initial expenditure of funds): 9/1/2007
 COMPLETION DATE: 6/30/09
 DESIGN FEES: \$ 2,000,000
 CONSTRUCTION COSTS: \$ 18,000,000
 FURNITURE/EQUIPMENT \$ 1,100,000
 TOTAL PROJECT COST: \$ 21,100,000
 COST PER SQ FOOT: \$ 210.53

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

**ATTACHMENT V
PALM BEACH COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN**

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2007-2008	\$ _____	\$ _____	\$ _____
2008-2009	\$ _____	\$ _____	\$ _____
2009-2010	\$ _____ -	\$ 396,128	\$ 396,128
2010-2011	\$ _____	\$ _____	\$ _____
2011-2012	\$ _____	\$ _____	\$ _____
PROJECT TOTAL	\$ _____ -	\$ 396,128	\$ 396,128

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: Bridges Initiative

LOCATION/ ADDRESS: 110 N. F Street, Lake Worth, FL.

PROJECT TYPE: NEW BUILDING ROOFING
 RENOVATION PLANNING STUDY
 NEW ADDITION OTHER

SQUARE FOOTAGE: approx. 7,800

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

The Bridges Initiative/ F Street Clinic Project, which is funded by the Quantum Foundation, is the opportunity to re-establish the F Street Health Department Clinic as a full service safety net provider in the Lake Worth Community. Upon completion and once the clinical site becomes operational, application will be made for this site to become a Federally Qualified Health Center (FQHC) under a change of scope for the current C.L. Brumback Health Center FQHC.

ESTIMATED PROJECT INFORMATION:

START DATE *(initial expenditure of funds)*: _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____

CONSTRUCTION COSTS: \$ 396,128

FURNITURE/EQUIPMENT \$ _____

TOTAL PROJECT COST: \$ 396,128

COST PER SQ FOOT: \$ 50.79

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

**ATTACHMENT V
PALM BEACH COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN**

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2007-2008	\$ _____	\$ _____	\$ _____ -
2008-2009	\$ _____	\$ _____	\$ _____ -
2009-2010	\$ _____ -	\$ _____ 150,000	\$ _____ 150,000
2010-2011	\$ _____	\$ _____	\$ _____ -
2011-2012	\$ _____	\$ _____	\$ _____ -
PROJECT TOTAL	\$ _____ -	\$ _____ 150,000	\$ _____ 150,000

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: Renovations - Ave P

LOCATION/ ADDRESS: 851 Ave P., Riviera Beach, FL.

PROJECT TYPE: NEW BUILDING ROOFING
 RENOVATION PLANNING STUDY
 NEW ADDITION OTHER

SQUARE FOOTAGE: approx. 14,210

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

This project, which is funded by the Quantum foundation is intended to restore the facility at 851 Avenue P in Riviera Beach to a Primary Care Center targeting the homeless population. The project activities entail a site assessment, a full architectural and reconstruction plan and development of a site specific clinical operations, business and marketing plan to operate the center as a Federally Qualified Health Center (FQHC) under a change of scope for the current C.L. Brumback Health Center FQHC.

ESTIMATED PROJECT INFORMATION:

START DATE *(initial expenditure of funds)*: _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____ 86,550

CONSTRUCTION COSTS: \$ _____ 63,450

FURNITURE/EQUIPMENT \$ _____

TOTAL PROJECT COST: \$ _____ 150,000

COST PER SQ FOOT: \$ _____ 10.56

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

ATTACHMENT VI

PALM BEACH COUNTY HEALTH DEPARTMENT

PRIMARY CARE

“Primary Care” as conceptualized for the county health departments and for the use of categorical Primary Care funds (revenue object code 015040) is defined as:

“Health care services for the prevention or treatment of acute or chronic medical conditions or minor injuries of individuals which is provided in a clinic setting and may include family planning and maternity care.”

Indicate below the county health department programs that will be supported at least in part with categorical Primary Care funds this contract year:

Comprehensive Child Health (229/29)

Comprehensive Adult Health (237/37)

Family Planning (223/23)

Maternal Health/IPO (225/25)

Laboratory (242/42)

Pharmacy (241/93)

Other Medical Treatment Program (please identify) _____

Describe the target population to be served with categorical Primary Care funds.

Palm Beach County Health Department serves the health care needs of the uninsured and underinsured children and pregnant women who are unable to receive care otherwise within Palm Beach County. This was decided based on the fact that with the limited funding we receive, it would be best spent on those individuals who are the most vulnerable.

Does the health department intend to contract with other providers for the delivery of primary health care services using categorical (015040) Primary Care funds?

NO

If so, please identify the provider(s), describe the services to be delivered, and list the anticipated contractual amount by provider. In addition, contract providers are required to provide data on patients served and the services provided so that the patients may be registered and the service data entered into HMS.

N/A

ADDENDUM TO CONTRACT

THIS ADDENDUM TO THE CONTRACT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA DEPARTMENT OF HEALTH FOR OPERATION OF THE PALM BEACH COUNTY HEALTH DEPARTMENT ("Contract") is entered into on this 1st day of October, 2009, by and between the **STATE OF FLORIDA DEPARTMENT OF HEALTH** ("State"), and the **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS** ("County").

RECITALS

A. State and County have simultaneously herewith executed the above referenced Contract, and

B. State and County are entering into this Addendum in order to modify certain provisions of said Contract, the purpose of which is to specify certain terms and conditions regarding operation of the Palm Beach County Health Department ("CHD").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

TERMS

1.0 Revised Sections. State and County agree that the Contract is hereby modified as follows:

1.1 Section 6.a. of the Contract is hereby revised to read:

6.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. As State employees/personnel, CHD employees are not "officers, agents, or employees of the County." Employees will report time in the Client Information System/Health Management Component compatible format by program component as specified by the State.

1.2 Section 7.c. of the Contract is hereby revised to read:

7.c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. All vehicles will be used solely for CHD operations. The County shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County, except for that insurance coverage referenced in paragraph 7.e. below. Vehicles purchased through the CHD trust fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the CHD trust fund.

1.3 Sections 7.d. and 7.e. are hereby added to the Contract as follows:

7.d. The CHD shall insure that the County be named as an additional insured on any agreement, in which the CHD contracts or subcontracts any work to be performed on the premises to a third party.

7.e. The CHD, as a State Agency or subdivision as defined by Section 768.28, Florida Statutes, agrees to be responsible for its own, its officers', employees' or agents' negligent acts or omissions, or tortious acts which result in claims or suits against the State, and agrees to be liable for any damages proximately caused by said acts or omissions. In accordance with Chapter 284, Part II, Florida Statutes, CHD, through the State of Florida Risk Management Program will provide General Liability and Auto Liability coverage for negligent acts or omissions or tortious acts by the CHD. Nothing said herein is intended to serve as a waiver of sovereign immunity by the CHD to which sovereign immunity applies. Nothing said herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

2.0 Controlling Provisions. State and County hereby agree that, to the extent that a provision in this Addendum conflicts with any provision in the Contract, the provision in this Addendum shall govern and control.

3.0 Defined Terms. Capitalized terms that are not defined in this Addendum, and that would not otherwise be capitalized for reasons of syntax or grammar, are defined terms whose definitions are provided in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year Stated above.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:	STATE OF FLORIDA DEPARTMENT OF HEALTH:
SIGNED BY:	SIGNED BY:
NAME:	NAME: : Ana M. Viamonte Ros, M.D., M.P.H.
TITLE:	TITLE: State Surgeon General
DATE:	DATE:
	SIGNED BY:
	NAME: Alina Alonso, M.D.
	TITLE: Director, Palm Beach County Health Department
	DATE: