

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

Meeting Date: September 14, 2010☒ **Consent**☐ **Regular**☐ **Workshop**☐ **Public Hearing****Department****Submitted By:** Community Services**Submitted For:** Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

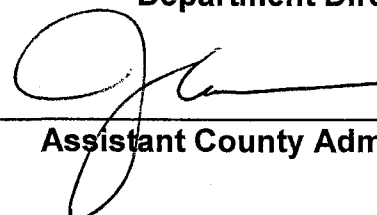
- A) an Agreement with the Health Care District of Palm Beach County for Joint Participation in a Community Health Planning Project; and
- B) a budget transfer of \$15,000 in the Community Services budget from Financially Assisted Agencies (FAA) to Community Services Department.

Summary: This Agreement defines the responsibilities of the County and the Health Care District in a community-wide strategic health planning process utilizing the MAPP (Mobilizing for Action through Planning and Partnerships) tool. The planning process is being conducted by the Health Care District and the Palm Beach County Health Department in partnership with the County and various community organizations. The end product deliverable addressed in this Agreement is a comprehensive healthcare plan for Palm Beach County. The Agreement commits the County to a one-time payment of \$15,000 to the Health Care District to help offset the consultant fee for meeting facilitation and plan development. The County funding is available in the current year budget as a result of the mid-year closure of a contracted agency. Countywide (TKF)

Background and Justification: MAPP is a community-driven strategic planning tool for improving community health. It is typically facilitated by public health leaders and helps communities apply strategic thinking to prioritize public health issues and identify resources to address them. The services of an experienced consultant will be used to facilitate the community health planning process, to conduct a gap analysis of health coverage, and to draft the County-wide health plan. BCC workshops on health care issues were conducted on April 26, 2009, and October 27, 2009. The planning process recommended in this item is expected to advance the discussion and formulate action on many of the issues identified in the workshops.

Attachments:

- 1. Agreement
 - 2. Budget Transfer
-

Recommended by:
Department Director8/30/10
Date**Approved By:**
Assistant County Administrator9/7/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Cost	15,000	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$15,000</u>	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 0001 Dept 140 Unit 1220 Object 3401
Program Code _____

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

C. Departmental Fiscal Review: Tauna Malhotra
8/30/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
OFMB 9/1/10 VA 9/1/10 9/1/10

[Signature] 9/2/10
Contract Dev. and Control
E. Jones 9/2/10

B. Legal Sufficiency:

See CDC comments
[Signature] 9/7/10
Assistant County Attorney

This Contract complies with our
contract review requirements.

At the time of our
review, the contract
was not executed.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX - 140 - 082710*2029

FUND (0001) - GENERAL

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/27/10	REMAINING BALANCE
EXPENDITURE								
140 1220 3401	Other Contractual Services	3,000	3,000	15,000		18,000		18,000
740 2000 8201	Contributions - Non-governmntl Agencies	125,050	173,794		15,000	158,794		158,794
	Total Expenditures	999,824,019	1,028,797,995	15,000	15,000	1,028,797,995		

BUD_BLNK.XI

Signatures

Date


By Board of County Commissioners
At Meeting of _____

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Channell Wilkins

Administration/Budget Department Approval

OFMB Department - Posted

 8/30/18

Deputy Clerk to the
Board of County Commissioners

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA
AND
THE HEALTH CARE DISTRICT OF PALM BEACH COUNTY
FOR
JOINT PARTICIPATION IN
A COMMUNITY HEALTH PLANNING PROJECT

DRAFT

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, is made and entered into this _____ day of _____, _____, by and between PALM BEACH COUNTY, a political subdivision in the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the HEALTH CARE DISTRICT OF PALM BEACH COUNTY, an independent special taxing district of the State of Florida, subject to the terms of the Palm Beach County Health Care Act (2003 Fla. Laws. 326-2003), hereinafter referred to as the HEALTH CARE DISTRICT, both hereinafter referred to collectively as the "parties".

WITNESSETH:

WHEREAS, the COUNTY and the HEALTH CARE DISTRICT are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, which permits public agencies to enter into interlocal agreements to exercise their powers; and

WHEREAS, the goals for the COUNTY and the HEALTH CARE DISTRICT include the development and maintenance of a comprehensive healthcare plan for Palm Beach County.

WHEREAS, the COUNTY, the HEALTH CARE DISTRICT, the Palm Beach County Health Department and various community organizations have been participating in a community-wide strategic health planning process utilizing the MAPP (Mobilizing for Action through Planning and Partnerships) tool; and

WHEREAS, the COUNTY and the HEALTH CARE DISTRICT agree that MAPP can be used as a framework for prioritizing public health issues, developing and implementing community health improvement plans, and identification of resources; and

WHEREAS, the COUNTY desires to cooperate with the HEALTH CARE DISTRICT, the Palm Beach County Health Department and various community partners and stakeholders in the community health planning process and the development of a health care plan; and

WHEREAS, the COUNTY desires to pay a share of the costs associated with the plan development; and

WHEREAS, it has been determined that the execution of this Agreement is in the best interest of the residents and citizens of the COUNTY.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the HEALTH CARE DISTRICT do hereby agree as follows:

1. Recitals. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. Purpose. The purpose of this Agreement is to provide a mechanism for the COUNTY to contribute to the costs associated with the development of a comprehensive healthcare plan for Palm Beach County.
3. The Term. This Agreement shall become effective upon execution by both parties and shall expire upon completion of the healthcare plan or two (2) years from date of execution, whichever occurs first, unless terminated as otherwise provided herein. This Agreement may be extended if agreed to in writing by both parties.
4. Obligations.
 - A. The COUNTY agrees to:
 - 1) Provide staff resources to participate and support the planning process.
 - 2) Provide a single payment to the HEALTH CARE DISTRICT in the amount of \$15,000 to partially offset the costs of hiring a consultant to facilitate the planning process and prepare a healthcare plan. This obligation shall be payable upon execution of this Agreement by both parties and receipt of an invoice suitable for payment.
 - B. The HEALTH CARE DISTRICT agrees to:
 - 1) Employ a consultant to provide the health planning services described in this Agreement.
 - 2) Enter into funding agreements with other participating entities willing to contribute to the cost of plan development and to utilize HEALTH CARE DISTRICT funds as necessary to complete the plan.
 - 3) Oversee the development of the health care plan and provide overall management of the consultant contract.
 - 4) Provide staff resources to participate and support the planning process.
5. Termination. This Agreement may be terminated, in writing, by either party upon written notice to the other party, however, the obligation for COUNTY payment shall not be affected by the termination provided the obligations of the HEALTH CARE DISTRICT described in Section 4. are satisfied.
6. Insurance.
 - A. Each party warrants and represents that it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence or such monetary waiver limits that may change and be set forth by the legislature. In the event a party maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, that party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The parties agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

- B. The parties further agree that nothing contained herein shall be construed or interpreted as: (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
- C. When requested, each party shall provide any other party with an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which all parties agree to recognize as acceptable for the above mentioned coverages.
- D. Compliance with the foregoing requirements shall not relieve any party of its liability and obligations under this Agreement.

7. Representatives.

The COUNTY's representative during the term of this Agreement shall be Jon Van Arnam, whose telephone is (561) 355-2740. The HEALTH CARE DISTRICT'S representative during the term of this Agreement shall be Ron Wierwora, M.D., whose telephone number is (561) 659-1270.

8. Notices.

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered, sent by prepaid express overnight courier or messenger service, or mailed by registered or certified mail return receipt requested to the following addresses:

AS TO COUNTY: Jon Van Arnam, Assistant County Administrator
Governmental Center
301 N. Olive Ave., Suite 1101
West Palm Beach, FL 33401

With copy to:
County Attorney's Office
Palm Beach County, 6th Floor
301 N. Olive Avenue
West Palm Beach, Florida 33401

AS TO HEALTH
CARE DISTRICT: Ron Wiewora, M.D.
Health Care District of Palm Beach County
324 Datura Street, Suite 401
West Palm Beach, FL 33401

All notices required by this Agreement shall be considered delivered *upon receipt*. If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within ten (10) days of the change.

9. Govern Law; Venue. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the Agreement shall be held in Palm Beach County, Florida.

10. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder and now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any

party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

11. Severability. In the event any terms or provisions of this Agreement shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of this Agreement.
12. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
13. Standards of Compliance. The parties, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement.
14. Public Records. The parties shall allow public access to all documents and materials related to this Agreement in accordance with the provisions of Chapter 119, Florida Statutes. Should a party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that party.
15. Beneficiaries of Agreement. It is the intent and understanding of the parties that this Agreement is solely for the benefit of the parties. No person or entity other than the parties shall have any rights or privileges under this Agreement in any capacity whatsoever, either as third-party beneficiary or otherwise.
16. Assignment, Delegation, and Transfer. No party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
17. Construction of Agreement.
 - A. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto.
 - B. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
 - C. In the event any provision of this Agreement conflicts, or appears to conflict with any other provision of this Agreement, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any such conflict or inconsistency.

18. Records. The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. The parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Parties. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
19. Equal Opportunity. The COUNTY and the HEALTH CARE DISTRICT agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of the Agreement.
20. Independent Contractor. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
21. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understanding or terms of any kind as conditions of inducement to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner as this Agreement.
22. Effective Date. This Agreement shall be effective upon execution by the parties and filing with the Clerk of Circuit Court in Palm Beach County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner, Burt Aaronson, Chair

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Jon Van Arnam
Assistant County Administrator

HEALTH CARE DISTRICT OF
PALM BEACH COUNTY

By: _____
Dwight Chenette, Chief Executive Officer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Health Care District Attorney