

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

Meeting Date: October 5, 2010	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing
Department:				
Submitted By:	<u>County Administration</u>			
Submitted For:	<u>DOH/Palm Beach County Health Department</u>			

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, 2010, through September 30, 2011; 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 \$8,304,735 environmental health budget. The State’s share is \$3,537,878 (42.6%), primarily from State general revenue and fees. Funding from the County’s FY 2011 budget is \$2,097,459 (25.3%) that includes Childcare Enforcement & Control Funding of \$125,890. The remaining local share (32.1%) is comprised of County Authorized Fees of \$1,166,026 (14.0%), Federal Funds of \$345,406 (4.2%), Department of Environmental Protection (DEP) Funds of \$197,966 (2.4%), and the Air Pollution Tag Fees of \$960,000 (11.6%). 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 2011 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

9/13/2010

Approved By:


Assistant County Administrator

Date

9-21-10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	2,097,459	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT		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: 0001 Agency: 480 Org: VAR. Object: 8101
Reporting Category:


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

Net fiscal impact: \$2,097,459

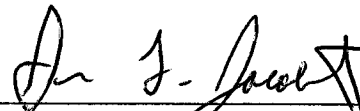
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

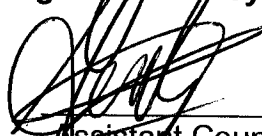


OFMB
9/15/10
mcs 9/14/10
9/14/10



Contract Administration
E. Jones 9/16/10
9/17/10

B. Legal Sufficiency:



Assistant County Attorney
9/17/10

C. Other Department Review:

Department Director

Revised 9/03

ADM FORM 01

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

Background and Justification (Continued from Page 1): Pursuant to the provisions of Section 154.01, Florida Statutes, the Board of County Commissioners has historically provided ad valorem funding to support environmental health programs. Section 154.01, F.S., specifies that functional system of public health services shall be established which shall include the following levels of service: environmental health, communicable disease control and primary care services. With the establishment of the 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 2010</u>	<u>FY 2011</u>	<u>% Change</u>
State Share	\$4,377,206	\$3,537,878	-19.2%
County Share			
County Ad Valorem	1,643,486	1,643,486	0.0%
Arbo Virus	168,083	168,083	0.0%
Right-To-Know	160,000	160,000	0.0%
Childcare Enforcement & Control	<u>125,890</u>	<u>125,890</u>	0.0%
Total County Share	2,097,459	2,097,459	0.0%
County Authorized Fees	936,625	1,166,026	24.5%
Federal Funds	297,126	345,406	16.2%
Dept of Environmental Protection			81.6%
Funds	109,000	197,966	
Air Pollution Tags	<u>940,000</u>	<u>960,000</u>	2.1%
Total Other Funding	<u>2,282,751</u>	<u>2,669,398</u>	16.9%
Total Funding:	<u>\$8,757,416</u>	<u>\$8,304,735</u>	-5.2%

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 2010</u>	<u>FY 2011</u>	<u>% Change</u>
State Share	\$4,377,206	\$3,537,878	-19.2%
County Share			
County Ad Valorem	1,643,486	1,643,486	0.0%
Arbo Virus	168,083	168,083	0.0%
Right-To-Know	160,000	160,000	0.0%
Childcare Enforcement & Control	<u>125,890</u>	<u>125,890</u>	0.0%
Total County Share	2,097,459	2,097,459	0.0%
County Authorized Fees	936,625	1,166,026	24.5%
Federal Funds	297,126	345,406	16.2%
Dept of Environmental Protection			81.6%
Funds	109,000	197,966	
Air Pollution Tags	<u>940,000</u>	<u>960,000</u>	2.1%
Total Other Funding	<u>2,282,751</u>	<u>2,669,398</u>	16.9%
Total Funding:	<u>\$8,757,416</u>	<u>\$8,304,735</u>	-5.2%

**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 2010-2011**

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, 2010.

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, 2010, through September 30, 2011, 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 \$ 27,717,451 (*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/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

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

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

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

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

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

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

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

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

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/administrator 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/administrator 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, 2011 for the report period October 1, 2010 through December 31, 2010;
- ii. June 1, 2011 for the report period October 1, 2010 through March 31, 2011;
- iii. September 1, 2011 for the report period October 1, 2010 through June 30, 2011; and
- iv. December 1, 2011 for the report period October 1, 2010 through September 30, 2011.

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, 2011, 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

John Van Arnam
Name

CHD Financial Administrator
Title

Assistant County Administrator
Title

800 Clematis Street

301 North Olive Avenue

West Palm Beach, FL. 33401
Address

West Palm Beach, FL. 33401
Address

(561) 671-4121
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, 2010.

BOARD OF COUNTY COMMISSIONERS
FOR PALM BEACH COUNTY

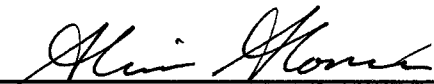
STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED BY: _____
NAME: Ana M. Viamonte Ros, M.D., M.P.H.
TITLE: State Surgeon General
DATE: _____

ATTESTED TO:

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED BY: 
NAME: Alina Alonso, M.D.
TITLE: CHD Director/Administrator
DATE: 9/9/10

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*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	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 as documented in Florida SHOTS, the assessment of various immunization levels as documented in Florida SHOTS and forms reporting adverse events following immunization.
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*
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 DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Socio-

ATTACHMENT I (Continued)

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). |
| 11. | Tuberculosis | Tuberculosis Program Requirements as specified in FAC 64D-3, F.S. <i>Specific Authority</i> 381.0011(13), 381.003(2), 381.0031(6), 384.33, 392.53(2), 392.66 <i>FS Law Implemented</i> 381.0011(4), 381.003(1), 381.0031(1), (2), (6), 383.06, 384.23, 384.25, 385.202, 392.53 FS.381 and CHD Guidebook. |
| 12. | General Communicable Disease Control | Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in the CHD Guide to Surveillance and Investigations. |

*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 09/30/10	Estimated County Share of CHD Trust Fund Balance as of 09/30/10	Total
1. CHD Trust Fund Ending Balance 09/30/10	2,041,996	2,268,903	4,310,899
2. Drawdown for Contract Year October 1, 2010 to September 30, 2011	0	454,291	454,291
3. Special Capital Project use for Contract Year October 1, 2010 to September 30, 2011	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2010 to September 30, 2011	2,041,996	1,814,612	3,856,608

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.

Working Copy ATTACHMENT II.

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

October 1, 2010 to September 30, 2011

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	770,000	0	770,000	0	770,000
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	616,645	0	616,645	0	616,645
015040	ALG/CONTR TO CHDS-AIDS PREV & SURV & FIELD STAFF	173,697	0	173,697	0	173,697
015040	ALG/CONTR TO CHDS-DENTAL PROGRAM	17,907	0	17,907	0	17,907
015040	ALG/CONTR TO CHDS-MIGRANT LABOR CAMP SANITATION	21,678	0	21,678	0	21,678
015040	MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	PRIMARY CARE SPECIAL DENTAL PROJECTS	6,924	0	6,924	0	6,924
015040	SPECIAL NEEDS SHELTER PROGRAM	0	0	0	0	0
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	109,880	0	109,880	0	109,880
015040	VARICELLA IMMUNIZATION REQUIREMENT	44,964	0	44,964	0	44,964
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040	LA LIGA CONTRA EL CANCER	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DENTAL SPECIAL INITIATIVES	3,295	0	3,295	0	3,295
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	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	86,400	0	86,400	0	86,400
015040	HEALTHY BEACHES MONITORING	23,857	0	23,857	0	23,857
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	ALG/PRIMARY CARE	784,998	0	784,998	0	784,998
015040	ALG/SCHOOL HEALTH/SUPPLEMENTAL	91,671	0	91,671	0	91,671
015040	CHILD HEALTH MEDICAL SERVICES	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COMMUNITY TB PROGRAM	522,046	0	522,046	0	522,046
015040	ALG/CONTR. TO CHDS-IMMUNIZATION OUTREACH TEAMS	78,916	0	78,916	0	78,916
015040	ALG/CONTR. TO CHDS-INDOOR AIR ASSIST PROG	17,760	0	17,760	0	17,760
015040	ALG/CONTR. TO CHDS-MCH HEALTH - FIELD STAFF COST	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	43,001	0	43,001	0	43,001
015040	ALG/CONTRIBUTION TO CHDS-PRIMARY CARE	63,027	0	63,027	0	63,027
015040	ALG/FAMILY PLANNING	209,997	0	209,997	0	209,997
015050	ALG/CONTR TO CHDS	13,046,025	0	13,046,025	0	13,046,025
GENERAL REVENUE TOTAL		16,740,688	0	16,740,688	0	16,740,688
2. NON GENERAL REVENUE - STATE						
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	38,767	0	38,767	0	38,767
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG/DEP ADM	28,575	0	28,575	0	28,575
015010	BASIC SCHOOL HEALTH - TOBACCO TF	547,272	0	547,272	0	547,272
015010	CHD PROGRAM SUPPORT	0	0	0	0	0
015010	ENVIRONMENTAL HEALTH PACE PROJECTS	0	0	0	0	0
015010	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
015010	FULL SERVICE SCHOOLS - TOBACCO TF	408,510	0	408,510	0	408,510

Working Copy ATTACHMENT II

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

October 1, 2010 to September 30, 2011

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
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	TOBACCO COMMUNITY INTERVENTION	210,000	0	210,000	0	210,000
015020	TRANSFER FROM ANOTHER STATE AGENCY	69,535	0	69,535	0	69,535
015020	TRANSFER FROM ANOTHER STATE AGENCY	200,022	0	200,022	0	200,022
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015060	NON-CATEGORICAL TOBACCO REBASING	0	0	0	0	0
NON GENERAL REVENUE TOTAL		1,798,776	0	1,798,776	0	1,798,776
3. FEDERAL FUNDS - State						
007000	AFRICAN AMERICAN TESTING INITIATIVE (AATI)	299,520	0	299,520	0	299,520
007000	AIDS PREVENTION	852,203	0	852,203	0	852,203
007000	AIDS SURVEILLANCE	108,886	0	108,886	0	108,886
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	0	0	0	0	0
007000	CHILDHOOD LEAD POISONING PREVENTION	76,864	0	76,864	0	76,864
007000	COASTAL BEACH MONITORING PROGRAM	20,912	0	20,912	0	20,912
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	191,456	0	191,456	0	191,456
007000	WIC ADMINISTRATION	5,405,173	0	5,405,173	0	5,405,173
007000	WIC BREASTFEEDING PEER COUNSELING	157,065	0	157,065	0	157,065
007000	STD FEDERAL GRANT - CSPS	161,774	0	161,774	0	161,774
007000	STD PROGRAM - PHYSICIAN TRAINING CENTER	0	0	0	0	0
007000	STD PROGRAM - PHYSICIANS TRAINING CENTER	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	TITLE X MALE PROJECT	0	0	0	0	0
007000	RYAN WHITE	91,169	0	91,169	0	91,169
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RYAN WHITE CARE ACT PART B	30,000	0	30,000	0	30,000
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	289,035	0	289,035	0	289,035
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0
007000	STATE INDOOR RADON GRANT	0	0	0	0	0
007000	NATIONAL COMPREHENSIVE CANCER CONTROL PROGRAM	0	0	0	0	0
007000	ORAL HEALTH WORKFORCE ACTIVITIES	0	0	0	0	0
007000	ORAL HEALTH WORKFORCE ACTIVITIES 2010-2011	0	0	0	0	0
007000	PHP - CITIES READINESS INITIATIVE	144,052	0	144,052	0	144,052
007000	PUBLIC HEALTH PREPAREDNESS BASE	378,154	0	378,154	0	378,154
007000	RAPE PREVENTION & EDUCATION GRANT	0	0	0	0	0
007000	IMMUNIZATION FIELD STAFF EXPENSE	4,000	0	4,000	0	4,000
007000	IMMUNIZATION SUPPLEMENTAL	119,088	0	119,088	0	119,088
007000	IMMUNIZATION WIC-LINKAGES	0	0	0	0	0
007000	IMMUNIZATION-WIC LINKAGES	0	0	0	0	0
007000	MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000	MCH BGTF-HEALTHY START IPO	0	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	303,991	0	303,991	0	303,991
007000	FGTF/IMMUNIZATION ACTION PLAN	208,432	0	208,432	0	208,432
007000	HEALTH PROGRAM FOR REFUGEES	34,952	0	34,952	0	34,952
007000	HEALTHY PEOPLE HEALTHY COMMUNITIES	25,541	0	25,541	0	25,541

Working Copy ATTACHMENT II.

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

October 1, 2010 to September 30, 2011

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
007000	HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000	HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000	COLORECTAL CANCER SCREENING 2009-10	0	0	0	0	0
007000	DIABETES PREVENTION & CONTROL PROGRAM	0	0	0	0	0
007000	FAMILY PLANNING - TITLE X	100,000	0	100,000	0	100,000
007000	FGTF/AIDS MORBIDITY	61,622	0	61,622	0	61,622
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	0	0	0	0	0
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0	0
015009	REFUGEE HEALTH CASE MANAGEMENT	16,727	0	16,727	0	16,727
015009	REFUGEE HEALTH SCREENING REIMBURSEMENT	421,418	0	421,418	0	421,418
015075	SCHOOL HEALTH/SUPPLEMENTAL	177,015	0	177,015	0	177,015
007055	ARRA FEDERAL GRANT - SCHEDULE C	206,640	0	206,640	0	206,640
015075	INSPECTIONS OF SUMMER FEEDING PROGRAMS	8,000	0	8,000	0	8,000
FEDERAL FUNDS TOTAL		9,893,689	0	9,893,689	0	9,893,689
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	TANNING FACILITIES	15,000	0	15,000	0	15,000
001020	BODY PIERCING	3,400	0	3,400	0	3,400
001020	MIGRANT HOUSING PERMIT	6,600	0	6,600	0	6,600
001020	MOBILE HOME AND PARKS	40,500	0	40,500	0	40,500
001020	FOOD HYGIENE PERMIT	165,700	0	165,700	0	165,700
001020	BIOHAZARD WASTE PERMIT	160,000	0	160,000	0	160,000
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER ANNUAL OPER PERMIT	10,500	0	10,500	0	10,500
001020	PUBLIC WATER CONSTR PERMIT	194,000	0	194,000	0	194,000
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001020	SWIMMING POOLS	606,000	0	606,000	0	606,000
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	235,100	0	235,100	0	235,100
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	CENTRAL OFFICE SURCHARGE	0	0	0	0	0
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		1,436,800	0	1,436,800	0	1,436,800
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTIONS TOTAL		0	0	0	0	0

Working Copy ATTACHMENT II.

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

October 1, 2010 to September 30, 2011

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	0	0	0	0	0
001076	MEDICAID TB	25,829	41,330	67,159	0	67,159
001078	MEDICAID ADMINISTRATION OF VACCINE	32,508	32,508	65,016	0	65,016
001079	MEDICAID CASE MANAGEMENT	50	50	100	0	100
001081	MEDICAID CHILD HEALTH CHECK UP	0	0	0	0	0
001082	MEDICAID DENTAL	522,682	836,346	1,359,028	0	1,359,028
001083	MEDICAID FAMILY PLANNING	21,254	191,282	212,535	0	212,535
001087	MEDICAID STD	16,247	25,998	42,245	0	42,245
001089	MEDICAID AIDS	128,258	205,226	333,484	0	333,484
001147	MEDICAID - HMO CAPITATION	67,606	108,176	175,782	0	175,782
001191	MEDICAID MATERNITY	784,264	1,254,905	2,039,169	0	2,039,169
001192	MEDICAID COMPREHENSIVE CHILD	1,128,938	1,806,417	2,935,355	0	2,935,355
001193	MEDICAID COMPREHENSIVE ADULT	207,098	331,379	538,477	0	538,477
001194	MEDICAID LABORATORY	365,370	584,630	950,000	0	950,000
001208	MEDIPASS \$3.00 ADM. FEE	7,845	7,845	15,690	0	15,690
001059	MEDICAID - LOW INCOME POOL	0	0	0	0	0
001051	EMERGENCY MEDICAID	0	0	0	0	0
001058	MEDICAID - BEHAVIORAL HEALTH	0	0	0	0	0
001071	MEDICAID - ORTHOPEDIC	0	0	0	0	0
001072	MEDICAID - DERMATOLOGY	0	0	0	0	0
001075	MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	0	0	0	0	0
001069	MEDICAID - REFUGEE HEALTH	0	0	0	0	0
001055	MEDICAID - HOSPITAL	0	0	0	0	0
001148	MEDICAID HMO NON CAPITATION	0	0	0	0	0
001074	MEDICAID - NEWBORN SCREENING	0	0	0	0	0
MEDICAID TOTAL		3,307,949	5,426,091	8,734,040	0	8,734,040
7. ALLOCABLE REVENUE - STATE						
018000	REFUNDS	75,000	0	75,000	0	75,000
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL		75,000	0	75,000	0	75,000
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	PHARMACY SERVICES	0	0	0	1,007,066	1,007,066
	LABORATORY SERVICES	0	0	0	608,740	608,740
	TB SERVICES	0	0	0	0	0
	IMMUNIZATION SERVICES	0	0	0	2,158,741	2,158,741
	STD SERVICES	0	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0	0
	WIC FOOD	0	0	0	20,372,040	20,372,040
	ADAP	0	0	0	11,606,301	11,606,301
	DENTAL SERVICES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	35,752,888	35,752,888

Working Copy ATTACHMENT II

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

October 1, 2010 to September 30, 2011

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
9. DIRECT LOCAL CONTRIBUTIONS - COUNTY						
008030	CONTRIBUTION FROM HEALTH CARE TAX	0	4,714,092	4,714,092	0	4,714,092
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	2,097,459	2,097,459	0	2,097,459
DIRECT COUNTY CONTRIBUTION TOTAL		0	6,811,551	6,811,551	0	6,811,551
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	VITAL STATISTICS FEES AND SERVICES	0	46,950	46,950	0	46,950
001077	RABIES VACCINE	0	0	0	0	0
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	578,801	578,801	0	578,801
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	1,121,324	1,121,324	0	1,121,324
001114	VITAL STATISTICS - BIRTH CERTIFICATES	0	423,000	423,000	0	423,000
001115	VITAL STATISTICS - DEATH CERTIFICATE	0	1,341,818	1,341,818	0	1,341,818
001117	VITAL STATS-ADM. FEE 50 CENTS	0	15,000	15,000	0	15,000
001073	CO-PAY FOR THE AIDS CARE PROGRAM	0	0	0	0	0
001025	CLIENT REVENUE FROM GRC	0	0	0	0	0
001040	CELL PHONE ADMINISTRATION FEE	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	3,526,893	3,526,893	0	3,526,893
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	DEBIT MEMO - BAD CHECKS	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	4,935,940	4,935,940	0	4,935,940
001029	N/A	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	530,983	530,983	0	530,983
001190	HEALTH MAINTENANCE ORGANIZATION (HMO)	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	84,200	84,200	0	84,200
007010	U.S. GRANTS DIRECT	0	3,237,507	3,237,507	0	3,237,507
008010	CONTRIBUTION FROM CITY GOVERNMENT	0	0	0	0	0
008020	CONTRIBUTION FROM HEALTH CARE TAX NOT THRU 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	247,661	247,661	0	247,661
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
011001	HEALTHY START COALITION CONTRIBUTIONS	0	0	0	0	0
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	5,000	5,000	0	5,000
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	454,291	454,291	0	454,291
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT-AIR POLLUTION TAG FEE	0	960,000	960,000	0	960,000

Working Copy ATTACHMENT II.

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

October 1, 2010 to September 30, 2011

		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 DIRECT- SUSAN B KOMEN CANCER FOUNDATION	0	23,625	23,625	0	23,625
011000	DIRECT-ARROW	0	121,714	121,714	0	121,714
011000	GRANT- CSC - NURSE FAMILY PARTNERSHIP	0	1,195,724	1,195,724	0	1,195,724
011000	GRANT- CSC HEALTHY BEGINNINGS	0	3,128,160	3,128,160	0	3,128,160
011000	GRANT DIRECT- DENTAL VAN	0	151,374	151,374	0	151,374
011000	GRANT DIRECT-HEALTHY MOTHERS HEALTHY BABIES PREGNANCY CENTER	0	51,197	51,197	0	51,197
011000	GRANT-LOW INCOME POOL COMMUNITY HEALTH	0	201,297	201,297	0	201,297
011000	GRANT- RYAN WHITE TITLE 1 / PART A FORMULA	0	1,650,401	1,650,401	0	1,650,401
011000	GRANT- RYAN WHITE TITLE 1 / PART A SUPPLEMENTAL	0	415,376	415,376	0	415,376
011000	GRANT- WHIN HEALTHY BEGINNINGS	0	467,432	467,432	0	467,432
011000	GRANT- WHIN NUTRITION	0	103,915	103,915	0	103,915
011000	GRANT DIRECT-ARROW	0	0	0	0	0
010402	RECYCLED MATERIAL SALES	0	0	0	0	0
010303	FDLE FINGERPRINTING	0	0	0	0	0
007050	ARRA FEDERAL GRANT	0	400,613	400,613	0	400,613
001010	RECOVERY OF BAD CHECKS	0	0	0	0	0
008065	FCO CONTRIBUTION	0	0	0	0	0
011006	RESTRICTED CASH DONATIONS	0	0	0	0	0
028000	INSURANCE RECOVERIES	0	0	0	0	0
001033	CMS CASE MGMT FEE - PMPM PRIMARY CARE	0	0	0	0	0
010400	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
010500	SALE OF SERVICE OUTSIDE OF STATE GOV'T - WPB WATER TMT PLANT	0	35,000	35,000	0	35,000
005045	INTEREST EARNED - THIRD PARTY PROVIDER	0	0	0	0	0
005043	INTEREST EARNED - CONTRACT/GRANT	0	0	0	0	0
010306	DOH/DOC INTERAGENCY AGREEMENT	0	0	0	0	0
008040	BCC GRANT / CONTRACT	0	0	0	0	0
011002	ARRA FEDERAL GRANT - SUB RECIPIENT	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	18,401,410	18,401,410	0	18,401,410
12. ALLOCABLE REVENUE - COUNTY						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT CANCELLATION	0	0	0	0	0
038000	12 MONTH OLD WARRANT CANCELLATION	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

Working Copy ATTACHMENT II.

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

October 1, 2010 to September 30, 2011

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
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	33,252,902	34,165,945	67,418,847	41,701,412	109,120,259

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, 2010 to September 30, 2011

	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:										
IMMUNIZATION (101)	46.95	22,952	69,718	802,226	687,793	802,226	687,792	1,399,278	1,580,759	2,980,037
STD (102)	38.14	5,910	30,892	666,919	571,786	666,919	571,787	1,397,112	1,080,299	2,477,411
A.I.D.S. (103)	79.48	2,136	28,761	1,776,240	1,522,868	1,776,240	1,522,869	3,240,177	3,358,040	6,598,217
TB CONTROL SERVICES (104)	42.30	2,816	21,148	813,498	697,457	813,498	697,456	2,451,262	570,647	3,021,909
COMM. DISEASE SURV. (106)	11.64	0	15,742	198,224	169,948	198,224	169,948	236,946	499,398	736,344
HEPATITIS PREVENTION (109)	1.22	1,713	2,192	19,892	17,055	19,892	17,055	65,099	8,795	73,894
PUBLIC HEALTH PREP AND RESP (116)	7.73	0	1,559	160,164	137,317	160,164	137,318	571,663	23,300	594,963
VITAL STATISTICS (180)	10.91	44,376	138,243	163,676	140,328	163,676	140,328	0	608,008	608,008
COMMUNICABLE DISEASE SUBTOTAL	238.37	79,903	308,255	4,600,839	3,944,552	4,600,839	3,944,553	9,361,537	7,729,246	17,090,783
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	6.95	8,007	846	115,686	99,184	115,686	99,185	354,631	75,110	429,741
TOBACCO PREVENTION (212)	1.37	0	1,775	48,479	41,564	48,479	41,564	167,118	12,968	180,086
W.I.C. (221)	130.72	62,639	398,862	2,015,358	1,727,878	2,015,358	1,727,877	6,469,869	1,016,602	7,486,471
FAMILY PLANNING (223)	46.92	13,013	55,593	947,196	812,083	947,196	812,083	2,021,646	1,496,912	3,518,558
IMPROVED PREGNANCY OUTCOME (225)	79.59	5,703	82,195	1,483,390	1,271,792	1,483,390	1,271,792	1,585,845	3,924,519	5,510,364
HEALTHY START PRENATAL (227)	42.84	5,320	21,111	697,019	597,593	697,019	597,594	2,179,253	409,972	2,589,225
COMPREHENSIVE CHILD HEALTH (229)	39.98	8,479	30,641	893,739	766,251	893,739	766,252	999,066	2,320,915	3,319,981
HEALTHY START INFANT (231)	38.51	5,568	24,105	842,389	722,227	842,389	722,226	0	3,129,231	3,129,231
SCHOOL HEALTH (234)	18.90	0	788,691	441,487	378,511	441,487	378,512	1,462,620	177,377	1,639,997
COMPREHENSIVE ADULT HEALTH (237)	116.74	16,664	84,323	2,183,293	1,872,010	2,183,293	1,872,009	3,666,131	4,444,474	8,110,605
DENTAL HEALTH (240)	72.17	15,202	132,720	1,644,562	1,409,974	1,644,562	1,409,973	1,447,310	4,661,761	6,109,071
PRIMARY CARE SUBTOTAL	594.69	140,595	1,620,862	11,312,598	9,699,067	11,312,598	9,699,067	20,353,489	21,669,841	42,023,330
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.45	824	824	19,078	16,356	19,078	16,356	61,875	8,993	70,868
LIMITED USE PUBLIC WATER SYSTEMS (357)	1.44	103	394	24,826	21,285	24,826	21,286	60,176	32,047	92,223
PUBLIC WATER SYSTEM (358)	10.22	238	980	184,478	158,163	184,478	158,163	327,315	357,967	685,282
PRIVATE WATER SYSTEM (359)	1.45	1,426	2,848	23,674	20,297	23,674	20,298	175	87,768	87,943
INDIVIDUAL SEWAGE DISP. (361)	10.98	1,230	6,276	212,217	181,946	212,217	181,946	447,413	340,913	788,326
Group Total	24.54	3,821	11,322	464,273	398,047	464,273	398,049	896,954	827,688	1,724,642
Facility Programs										
FOOD HYGIENE (348)	11.18	881	3,913	200,683	172,057	200,683	172,057	502,247	243,233	745,480
BODY ART (349)	0.12	93	133	2,507	2,150	2,507	2,150	6,718	2,596	9,314
GROUP CARE FACILITY (351)	26.60	2,682	5,948	474,988	407,233	474,988	407,233	844,892	919,550	1,764,442
MIGRANT LABOR CAMP (352)	1.22	68	342	21,476	18,413	21,476	18,413	54,352	25,426	79,778
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.61	5	385	10,295	8,827	10,295	8,827	23,924	14,320	38,244
MOBILE HOME AND PARKS SERVICES (354)	1.24	161	370	21,669	18,578	21,669	18,578	55,749	24,745	80,494
SWIMMING POOLS/BATHING (360)	8.16	3,608	8,843	132,577	113,666	132,577	113,665	398,183	94,302	492,485
BIOMEDICAL WASTE SERVICES (364)	4.98	2,202	2,319	86,375	74,054	86,375	74,055	225,248	95,611	320,859
TANNING FACILITY SERVICES (369)	0.16	41	82	2,400	2,058	2,400	2,058	7,408	1,508	8,916
Group Total	54.27	9,741	22,335	952,970	817,036	952,970	817,036	2,118,721	1,421,291	3,540,012

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, 2010 to September 30, 2011

	FTE's (0.00)	Clients Units	Services	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.04	0	0	680	583	680	582	1,611	914	2,525
SUPER ACT SERVICE (356)	0.91	461	680	15,491	13,281	15,491	13,281	36,602	20,942	57,544
Group Total	0.95	461	680	16,171	13,864	16,171	13,863	38,213	21,856	60,069
Community Hygiene										
OCCUPATIONAL HEALTH (344)	0.51	0	431	7,841	6,722	7,841	6,722	17,293	11,833	29,126
CONSUMER PRODUCT SAFETY (345)	1.44	0	679	21,524	18,454	21,524	18,455	46,609	33,348	79,957
INJURY PREVENTION (346)	0.04	0	7	970	831	970	831	2,553	1,049	3,602
LEAD MONITORING SERVICES (350)	1.51	98	507	33,699	28,892	33,699	28,893	96,058	29,125	125,183
PUBLIC SEWAGE (362)	3.90	327	2,563	75,717	64,916	75,717	64,915	34,949	246,316	281,265
SOLID WASTE DISPOSAL (363)	0.77	0	338	16,057	13,767	16,057	13,767	16,525	43,123	59,648
SANITARY NUISANCE (365)	1.67	373	932	25,415	21,790	25,415	21,790	55,798	38,612	94,410
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.25	0	4	4,928	4,225	4,928	4,225	12,285	6,021	18,306
ARBOVIRUS SURVEILLANCE (367)	2.52	0	1,245	45,951	39,396	45,951	39,396	111,067	59,627	170,694
RODENT/ARTHROPOD CONTROL (368)	0.39	0	369	6,320	5,418	6,320	5,418	14,315	9,161	23,476
WATER POLLUTION (370)	0.00	0	0	4	3	4	3	8	6	14
AIR POLLUTION (371)	22.91	0	4,191	478,667	410,388	478,667	410,387	18,751	1,759,358	1,778,109
RADIOLOGICAL HEALTH (372)	0.19	0	205	3,349	2,872	3,349	2,872	8,031	4,411	12,442
TOXIC SUBSTANCES (373)	4.58	1,203	1,301	81,777	70,112	81,777	70,113	49,746	254,033	303,779
Group Total	40.68	2,001	12,772	802,219	687,786	802,219	687,787	483,988	2,496,023	2,980,011
ENVIRONMENTAL HEALTH SUBTOTAL	120.44	16,024	47,109	2,235,633	1,916,733	2,235,633	1,916,735	3,537,876	4,766,858	8,304,734
D. SPECIAL CONTRACTS:										
SPECIAL CONTRACTS (599)	0.00	0	0	0	0	0	0	0	0	0
SPECIAL CONTRACTS SUBTOTAL	0.00	0	0	0	0	0	0	0	0	0
TOTAL CONTRACT	953.50	236,522	1,976,226	18,149,070	15,560,352	18,149,070	15,560,353	3,252,902	34,165,945	67,418,847

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. Vechiarelo
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
Acreage Resource Center	7070 Seminole Pratt Whitney Rd. Loxahatchee, FL. 33470	Publix Supermarkets, Inc.

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>
2008-2009	\$ _____	\$ _____	\$ _____ -
2009-2010	\$ _____	\$ _____	\$ _____ -
2010-2011	\$ _____	\$ _____	\$ _____ -
2011-2012	\$ _____	\$ _____	\$ _____ -
2012-2013	\$ _____	\$ _____	\$ _____ -
PROJECT TOTAL	\$ _____ -	\$ _____ -	\$ _____ -

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: _____ N/A _____

LOCATION/ ADDRESS: _____

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

SQUARE FOOTAGE: _____

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

ESTIMATED PROJECT INFORMATION:

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

COMPLETION DATE: _____

DESIGN FEES: \$ _____

CONSTRUCTION COSTS: \$ _____

FURNITURE/EQUIPMENT \$ _____

TOTAL PROJECT COST: \$ _____ -

COST PER SQ FOOT: \$ _____ #DIV/0!

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:

- X** Comprehensive Child Health (229/29)
- X** Comprehensive Adult Health (237/37)
- X** Family Planning (223/23)
- X** Maternal Health/IPO (225/25)
- X** Laboratory (242/42)
- X** 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, 2010, 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:

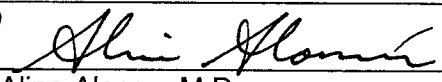
7.d. The CHD shall insure that the County be named as an additional insured on any agreement, in which the CHD contracts or subcontracts any work to be performed on the premises to a third party.

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: 9/9/10