

3H-1

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

Meeting Date: June 19, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing	

Department**Submitted By: Facilities Development & Operations****Submitted For: Community Services Department****I. EXECUTIVE BRIEF**

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the Palm Beach County Health Department (DOH) for the administration, management, and provision of adult and pediatric medical services at the County's Homeless Resource Center n/k/a The Senator Philip D. Lewis Center (Lewis Center) located at 1000 45th Street in the City of West Palm Beach.

Summary: On January 12, 2010, the County entered into an Interlocal Agreement with the City of West Palm Beach (R2010-0137) for the County's purchase of City of West Palm Beach owned property on which the Lewis Center would be operated. The purchase agreement contained conditions which required that: (i) the Lewis Center include a health clinic providing access to services on a 24-hour basis, 365 days per year; and (ii) partnerships be entered into with public medical service providers to deliver primary care and basic medical services to the Lewis Center clients after the normal business hours of the public health centers. The Lewis Center includes a 2,773 square foot health clinic (Clinic) for Lewis Center clients only and will not be available to the general homeless population at large. At DOH's sole cost, it shall staff the Clinic and provide services as follows: (i) Monday through Friday 8:00 a.m. to 5:00 p.m. and (ii) Saturday and Sunday 9:00 a.m. to 11:00 a.m. or based on utilization. DOH will provide the Clinic with medical provider on-call services twenty-four (24) hours per day, seven (7) days per week. DOH will provide supplies and equipment for the operation of the Clinic at its cost. DOH shall provide and pay the cost of biomedical waste removal services. The County is responsible for the maintenance and repair of the Clinic at its sole cost and shall provide and pay the cost of janitorial, water, electrical, telephone, trash removal/collection and sewer services at the Clinic. The initial term of the Agreement is for three (3) years, with two (2) successive extension options, each for a period of one (1) year. The Agreement may be terminated by either party, with or without cause with a minimum of one hundred and eighty (180) days notice. (FDO Admin) Countywide (TKF)

Background and Justification: On May 1, 2007, the Board approved a resolution establishing a Homeless Advisory Board to serve as a liaison to the Board as well as facilitate coordination of a vision and adoption of the Ten Year Strategic Plan to End Homelessness in Palm Beach County. The Board formally adopted the Ten Year Plan in September of 2008. The operation of the Lewis Center is critical to assisting individuals and families end their homelessness through the provision of housing, social, educational and health care services. The County in response to the City of West Palm Beach's conditions is entering into this Agreement with DOH.

Attachments:

Interlocal Agreement

Recommended By:

Anthony Wolf
Department Director

5/30/12
Date

Approved By:

[Signature]
County Administrator

6/10/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><i>* See below</i></u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____

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

- ☒ There is no additional costs to the County associated with this item. The County's costs for maintenance of the Clinic space were included in the March 20, 2012 Board item (BT 2012-0631).

C. Departmental Fiscal Review: _____ *5-31-12*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida, (the "County") and the Palm Beach County Health Department, an agency of the State of Florida, (the "Health Department"). The County and Health Department are hereinafter individually referred to as the "Party" or collectively as the "Parties".

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part^{1a} of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County has established a Homeless Resource Center ("HRC") at 1000 45th Street in the City of West Palm Beach; and

WHEREAS, the Health Department has agreed to administer, manage and provide adult and pediatric primary medical services for HRC clients at the HRC; and

WHEREAS, this Agreement sets forth the services which the Health Department will provide and the terms and conditions pursuant to which such services will be provided.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is mutually agreed among the parties as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **Services**

2.01. The Health Department's responsibilities under this Agreement are to provide and maintain staff who are necessary for the provision of on-site primary medical services, for adults and children that have been accepted at the HRC, as more specifically set forth in the Scope of Work/Services, attached hereto and made a part hereof as **Exhibit "A"**. All of the work/services set forth on **Exhibit "A"** shall be provided at the Health Department's sole cost and expense for as long as funds are available.

2.02. The County's responsibilities under this Agreement are set forth in the Scope of Work/Services, attached hereto and made a part hereof as **Exhibit "B"**. All of the work/services set forth on **Exhibit "B"** shall be provided at the County's sole cost and expense.

3. **Term**

The term of this Agreement shall commence on July 2, 2012, or on the date upon which both parties have signed this Agreement, whichever is later, (the "Commencement Date") and shall extend for a period of three (3) years thereafter ("Term"), unless sooner terminated pursuant to the provisions of this Agreement.

4. **Option to Extend**

County shall have the right and option to extend the Term of this Agreement for two (2) successive periods of one (1) year each under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. County shall exercise its option to extend, if at all, by written notice to the Health Department received by the Health Department on or before one hundred and eighty (180) days prior to the expiration of the initial Term of this Agreement or any extension thereof. In the event the Term of this Agreement is extended, then all references to Term contained in this Agreement shall also include such extension.

5. **Termination Rights**

5.01. **Termination at Will.** This Agreement may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days prior written notice to the other party, unless a lesser time is mutually agreed upon in writing by both parties.

5.02. **Termination For Cause.** This Agreement may be terminated by either party for the other party's failure to perform or comply with any material terms, covenants, agreements, or conditions hereof and such failure continues for more than thirty (30) days after written notice to the non-performing party, specifying how the non-performing party has failed to perform or comply with its obligations hereunder; provided, however, that if the nature of the non-performing party's obligations is such that more than thirty (30) days are required for performance, then the non-performing party shall not be in default if such non-performing party commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Notwithstanding the foregoing, neither party shall be permitted to exercise its rights of termination as provided for herein, if the non-performing party's failure to perform or comply with any terms, covenants, agreements or conditions is due to the fault of the other party, its agents, servants or employees.

6. Surrender Condition

Upon termination or expiration of this Agreement, the Health Department, at its sole cost and expense, if so directed by County, shall remove the Health Department's personal property, removable fixtures and equipment from the Clinic and shall surrender the Clinic to the County in the same condition the Clinic was in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. Upon surrender of the Clinic, title to any and all remaining improvements or property within the Clinic shall vest in County.

Notwithstanding anything herein to the contrary, fixed improvements shall remain and become the property of the County regardless of the source of payment of said improvements.

7. Access to Clinic

County and County's agents and employees shall have the right to enter into the Clinic at all reasonable times to examine the same, and to perform its maintenance and repair obligations as required by the terms of this Agreement.

8. Insurance

The Health Department, as a state agency has insurance coverage under the States Risk Management System, which provides coverage for the liability limits set forth in Section 768.28, Florida Statutes.

If requested, the Health Department shall provide the County with a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County recognizes as acceptable for the above-mentioned coverages.

9. Indemnification

Both the County and the Health Department, as state agencies or subdivisions of the state, as defined in Section 768.28, F.S. agrees to be fully responsible to the limits set forth in Section 768.28, F.S., for their own negligent acts which result in claims or suits against each party respectively and agrees to be liable to the limits set forth in Section 768.28, F.S., for any damages caused by said acts. Nothing herein shall be construed as a waiver of sovereign immunity by either the County or the Health Department to be sued by third parties in any matter arising out this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.

10. Information Confidentiality, Security, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Record Retention

10.01. The Health Department shall be the owner and shall maintain confidentiality of all data, files and records, including client records, related to the services provided pursuant to this Agreement in accordance with applicable state and

federal laws, rules and regulations and any Health Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by the County upon execution of this Agreement. The Health Department is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information. The County reserves the right to review the Health Department's policies and procedures.

10.02. Where applicable, the parties shall comply with HIPAA as well as all regulations promulgated thereunder (45 C.F.R. Parts 160, 162 and 164).

10.03. Where applicable, the parties incorporate by reference the operative obligations of the respective parties specified in 45 C.F.R., Sections 164.502(e) and 164.504 (e, f, and g, and subdivisions thereunder as applicable) of HIPAA privacy regulations, only insofar as either individual party is a business associate as defined in 45 C.F.R., Section 160.103, for purposes of this Agreement. This provision for HIPAA business associate obligations shall remain in effect as long as the business associate has possession of protected health information received from the other party. This HIPAA business associate provision survives expiration or early termination of this Agreement.

10.04. The Health Department 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 the expiration or 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.

11. Regulations and Licensing Requirements

The Health Department shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Health Department is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

12. Availability of Funds

The County's performance and obligation to pay under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County. The Health Department's performance and payment obligation under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida.

13. Non-Discrimination

The Health Department shall assure and certify that it shall comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-

13, and shall not discriminate against any individual on the basis of their race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, gender identity or expression with respect to any activity occurring at the HRC or under this Agreement.

14. Modifications

This Agreement may be modified or amended only by mutual written consent of the Parties.

15. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the Parties.

16. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their respective successors and permitted assigns and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

17. Notices

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to County to:

County Administrator
301 N. Olive Avenue, 11th Floor
West Palm Beach, FL 33401
Fax: 561-355-3982

With Copy to:

Director
Facilities Development & Operations Department
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: 561-233-0206

If to Health Department to:

Palm Beach County Health Department
Attn: Alina Alonso, M.D.
800 Clematis Street, # 5534
West Palm Beach, FL 33401
Fax: 561-822-4509

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

18. Agreement Administration

The parties hereby designate the following people as their representatives for all matters regarding the administration of this Agreement:

County's Representative: Claudia Tuck, Director of Human and Veteran Services

Health Department's Representative: Mary Ann Cabrera, M.D.

If different representatives are designated after the execution of this Agreement, the name and contact information of the new representative shall be furnished in writing to the other party.

19. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

20. Waiver of Breach

The waiver by either party of breach or violation of any provision of this Agreement shall not be construed as a modification of this Agreement and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

21. Subcontracting

The Health Department may execute subcontracts for services necessary to enable the Health Department to carry out the program specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements. No subcontract that the Health Department enters into with respect to the performance under this Agreement shall in any way relieve the Health Department of any responsibility for performance of its responsibilities with the County.

22. Assignment; Binding Agreement

Neither County nor the Health Department shall assign this Agreement or any interest herein without the prior written consent of the other party. If such assignment is to another governmental entity then such consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

23. Entire Agreement

This Agreement constitutes all agreements, conditions and understandings between the Parties concerning the HRC. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them.

24. Governing Law and Venue

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida.

25. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

26. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or statutory duties of the County or Health Department officers.

27. Public Entity Crimes

As provided in F.S., Section 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Health Department certifies that it, its affiliates,

suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S., Section 287.133(3)(a).

28. Effective Date

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties hereto.

(the remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, the County has caused the Agreement to be executed by its Board of County Commissioners and the Health Department has caused the Agreement to be executed by its Director as of the day and year first above written.

ATTEST:

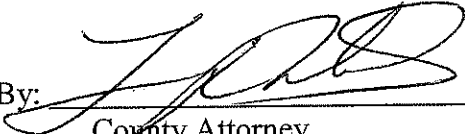
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney


APPROVED AS TO TERMS AND
CONDITIONS

By: 
Channell Wilkins, Department Director

ATTEST:



**PALM BEACH COUNTY HEALTH
DEPARTMENT**, an agency of the State
of Florida

By: 
Alina Alonso, M.D., Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

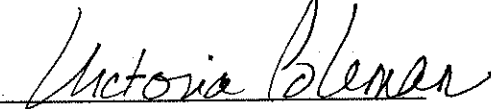
By: 
_____, Health Department Attorney

Exhibit "A" **Scope of Work/Services**

Health Department shall use and occupy the Clinic solely and exclusively to provide HRC clients with the services set forth herein. The Health Department shall provide such services in the most efficient manner consistent with standards of the industry for similar types of public facilities. The Health Department shall not use the Clinic for any other use, business or purpose, except with the prior written consent of the County, which may be withheld in the County's sole and absolute discretion.

The Health Department acknowledges that: (i) client admissions to the HRC shall be by referral only; and (ii) admission of walk-ups (i.e. clients arriving without referral) shall be prohibited, unless and/or until otherwise agreed to by the City of West Palm Beach and the County. In light of the foregoing, the Health Department agrees that the Clinic shall only be utilized to provide the services set forth herein to clients of the HRC and not to the general homeless population at large.

Health Department shall be solely responsible for all operational expenses incurred in the operation of the Clinic, except as otherwise set forth on **Exhibit "B"** to the Agreement.

Health Department shall be responsible for the day-to-day operations of the Clinic and shall follow DOH policies, procedures and protocols for services provided at the Clinic, subject to the approval of the County, which will not be unreasonably withheld or delayed. The Health Department shall specifically include limitation on the provision of services at the Clinic to only HRC clients. Clients arriving without a referral during any prohibition period shall be directed to a designated interior space within the HRC and evaluated for placement outside of the HRC or otherwise returned to a place of origin. Health Department shall ensure that Health Department staff adheres to the day-to-day policies, procedures and protocols.

Health Department shall provide supplies and equipment for the operation of the Clinic.

The on-site medical services that the Health Department shall provide, include but are not limited to the following:

1. Physical/medical assessment/screenings of HRC clients upon admission to the HRC*;
2. Adult and pediatric primary medical care;
3. Health Screening for housing placement;
4. Routine diagnostic in-house labs as medically needed;
5. Adult and pediatric immunizations;
6. TB Screening *;
7. HIV Screening; counseling, and referrals as needed;
8. Infectious disease screening*;
9. Medical treatment (e.g. non-narcotic pain management for acute pain, nebulizer treatments, wound care, diabetes control and HTN control);

10. After hours emergencies via on call as needed;
11. Follow-up medical services;
12. Medical care coordination including referrals for specialty care and hospitalization;
13. Insurance eligibility assistance (in coordination with the Homeless Outreach Team);
14. Access to additional services available through the Health Department;
15. Mental health and substance abuse assessment for each client;
16. Coordinate linkage for treatment and follow-up services for clients based on mental health and substance abuse assessments.

* The Health Department shall provide these services within twenty-four – forty-eight (24-48) hours of admission to the HRC, except on County holidays.

Health Department shall operate the Clinic during the term of this Agreement every Monday through Friday (except County holidays) from 8:00 a.m. to 5:00 p.m. and every Saturday and Sunday from 9:00 a.m. to 11:00 a.m. (collectively, the foregoing hours shall be referred to as the "Minimum Hours"). Notwithstanding the foregoing, in the event there is low utilization of the Clinic on Saturday and/or Sunday then the Minimum Hours may be reduced regarding the hours of operation on Saturday and/or Sunday, as needed, depending on utilization. On call immediate access will be provided by the Health Department to support low level utilization of services.

Health Department shall maintain staff at the Clinic who are necessary for performing the services set forth herein and shall at a minimum provide for the following:

1. Monday - Sunday - Access to licensed medical provider on an as needed basis based on a schedule to be coordinated with the County and Goodwill - Doctor or a Registered Nurse
2. Monday - Friday - 8:00 a.m. to 5:00 p.m. - Registered Nurse
3. Monday - Friday - 8:00 a.m. to 5:00 p.m. - Clerical staff and/or a health support aide
4. Saturday from 9:00 a.m. to 11:00 a.m. (or as needed based on utilization)
5. Sunday from 9:00 a.m. to 11:00 a.m. (or as needed based on utilization)

The Health Department shall provide the Clinic with medical provider on-call services twenty-four (24) hours per day, seven (7) days per week.

The parties acknowledge that the County has entered into a Contract For Provision Of Financial Assistance with Gulfstream Goodwill Industries, Inc. ("Goodwill") (R2012-0612), pursuant to which Goodwill is obligated to ensure the availability of after-hours

response to HRC client medical emergencies. In furtherance of the foregoing, the Health Department shall coordinate with Goodwill in order to develop policies and procedures to provide for such services.

The Clinic's Minimum Hours may be decreased/extended with the mutual consent of the Parties, which consent shall not unreasonably be withheld.

Health Department represents that the staff affiliated with this project, has the education level, experience, training, and any professional licensure or certification that may be required by law necessary to successfully carry out the assigned duties.

Health Department shall be responsible for conducting criminal, child abuse, and driver's license background checks on all their staff, volunteers and any subcontractor's; according to State of Florida guidelines and the HRC Comprehensive Security Plan with regard to process and results.

Health Department shall maintain a medical record for each HRC client who has received health care services. The Health Department shall coordinate with: (i) Goodwill (ii) Adopt-A-Family of the Palm Beaches, Inc. and (iii) The Lords Place, Inc., for the sharing of medical information as required by such service providers in order to serve HRC clients and shall ensure that procedures are established to ensure the proper release of such information according to HIPPA guidelines.

Health Department shall provide waste disposal services for the handling and disposal of all biomedical waste products, medically related hazardous substances, and/or special and infectious waste ("Medical Waste") generated or produced at the Clinic in accordance with all applicable state and federal laws, regulations and orders. The Health Department shall keep all Medical Waste in proper containers and shall not mix or dispose of any Medical Waste with general office refuse.

Health Department shall be responsible for controlling the spread of infectious disease at the Clinic.

Health Department shall provide computers, printers, and fax machines for the use by the Health Department's staff.

Health Department shall provide general office supplies for use by the Health Department's staff.

Health Department shall provide and stock all materials and supplies that are necessary to provide the services set forth herein at the Clinic.

Health Department shall maintain compliance with the County's HRC Comprehensive Security Plan.

Health Department shall promptly report the need for any maintenance or repair required to the Clinic or any furniture, fixtures and equipment by submitting the proper County Work Order request to Palm Beach County's Department of Facilities, Development and Operations.

Health Department shall submit a request for any improvements to the Clinic to Palm Beach County's Department of Facilities, Development and Operations. Such improvements may be made by the County in the County's sole and absolute discretion.

Health Department shall maintain a clean and safe environment between routine cleanings (to be provided by County) and shall allow health, fire and other appropriate inspections from the County and from other required agencies.

Health Department shall be supportive of fund raising efforts conducted by the Homeless Coalition of Palm Beach County and shall permit staff of the Homeless Coalition of Palm Beach County to have access to the Clinic and to conduct tours of the Clinic in support of such fundraising efforts, subject to any restrictions on such activities imposed for the purpose of maintaining client confidentiality.

Exhibit "B"
Scope of Work/Services

County shall provide approximately 2773 square feet of floor space at the HRC for use by the Health Department to provide the scope of work/services as further described on **Exhibit "A"** of this Agreement ("Clinic"). The Clinic is owned by the County and is depicted as Building 2 on **Exhibit "B-1"** attached hereto and made a part hereof.

County shall provide the Health Department with the equipment listed on **Exhibit "B-2"** attached hereto and made a part hereof for use at the clinic.

County shall be responsible for the provision, maintenance and cost of telephone, electricity, water, trash removal and collection, and sewer services for the Clinic; provided, however, in no event shall the County be liable for an interruption or failure in the supply of any such utilities to the Clinic.

County shall provide information technology wiring at the Clinic, including data connections for the Health Department's patient registration system.

County shall provide telephones and an intercom system for use by the Health Department's staff.

County shall provide janitorial and cleaning services for the Clinic.

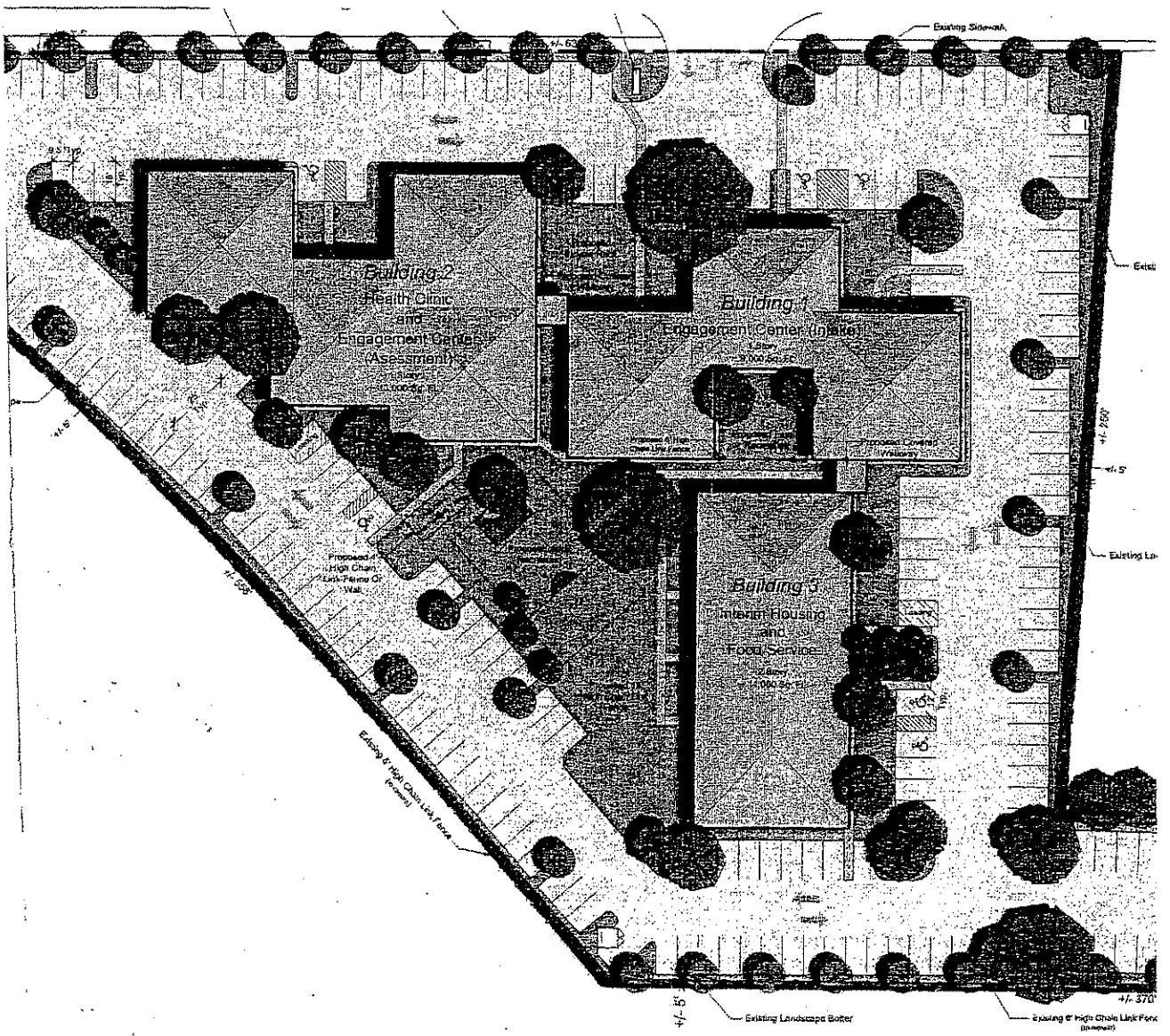
County shall provide security services to the Clinic pursuant to the terms of the County's HRC Comprehensive Security Plan.

County shall be responsible for the repair and maintenance of the major components of the Clinic, including, but not limited to, the roof, foundation, heat pumps, wells, life/safety systems, major electrical and plumbing repairs and pavement, exterior door and privacy locks on doors, unless failure is caused by acts of the Health Department. In this event, the Health Department shall be responsible for paying for the repairs. The Health Department is responsible for reporting damaged and broken items to the County for repair.

County shall conduct preventative maintenance for major components such as heating, air-conditioning, water, sewer, air quality and roof to ensure the structure of the Clinic is in accordance with all applicable building codes.

County shall ensure the proper operation of and coordinate with the Health Department on all maintenance and repairs (non-emergency) on the Clinic. These include but are not limited to, components such as doors, windows, locks, plumbing fixtures, plumbing stoppages, electrical switches, and outlets, lights and light fixtures, thermostats, cosmetic wall repairs, and other operations.

Exhibit "B-1"
Depiction of Clinic



**Exhibit “B-2”
Equipment List**

NONE