

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	May 5, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Assignment Agreement between the Florida Department of Health – Palm Beach County (“FDHPBC”), the Health Care District of Palm Beach County (“HCD”) and the County to evidence the County’s consent to the FDHPBC’s assignment of the Interlocal Agreement (R2012-0882) to the HCD, and to evidence the modification of the Interlocal Agreement for the continued provision of adult and pediatric primary care medical services at the Homeless Resource Center n/k/a the Senator Philip D. Lewis Center (Lewis Center) located at 1000 45th Street.

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 it is not available to the general homeless population at large. Since the Lewis Center opened in 2012, the FDHPBC has provided the primary medical care and basic medical services for the Lewis Center clients pursuant to Interlocal Agreement (R2012-0882) which expires on July 1, 2015. As a result of organizational and funding changes, the HCD is assuming responsibility for the provision of medical care services at the Lewis Center. This Assignment Agreement; 1) assigns the FDHPBC interests and obligations of the Interlocal Agreement to the HCD effective May 11, 2015, 2) extends the term of the Interlocal Agreement to May 10, 2018, with two (2) successive one (1) year extension options, 3) updates the Non-Discrimination provision to the County standard, and 4) adds the County’s standard Inspector General provision. All other terms and conditions of the Interlocal Agreement remain the same. **(FDO Admin) Countywide (HH)**

Background and Justification: On May 1, 2007, the Board of County Commissioners established the Homeless Advisory Board to develop a Ten-Year Plan to End Homelessness in Palm Beach County (Ten-Year Plan). The BCC formally adopted the Ten-Year Plan in September 2008. Development of a homeless resource center is one of the Action Steps of the Ten-Year Plan. In July 2012, the Lewis Center opened in West Palm Beach as the first such facility to be developed, as part of an envisioned countywide network of homeless resource centers. The Palm Beach County Health Department contracted with County (R2012-0882) to provide primary adult and pediatric medical care services beginning with the Lewis Center opening. However, due to policy changes the funding for primary medical care services for the indigent is now provided to the Health Care District.

Attachments:
Assignment Agreement

Recommended By:	<u>Annex Warf</u>	<u>4/16/15</u>
	Department Director	Date
Approved By:	<u>[Signature]</u>	<u>4/16/15</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

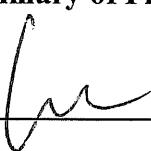
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No _____

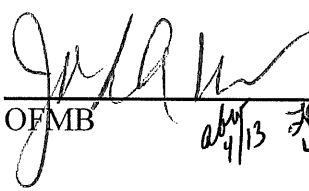
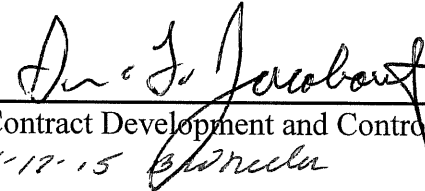
Budget Account No:
Fund _____ Dept _____ Unit _____ Revenue Source _____

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

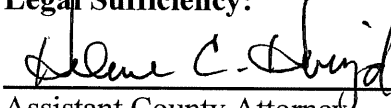
C. Departmental Fiscal Review:  4-9-15

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<u> 4/15/15</u> OFMB <u>4/13/15</u> <u>4/14/15</u>	<u> 4/17/15</u> Contract Development and Control <u>4-17-15</u> <u>B. J. Jacobson</u>
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B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

ASSIGNMENT AGREEMENT

THIS Assignment Agreement made and entered into on _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and FLORIDA DEPARTMENT OF HEALTH – PALM BEACH COUNTY, an agency of the State of Florida ("Assignor") and the HEALTH CARE DISTRICT OF PALM BEACH COUNTY, an independent special taxing District created pursuant to Chapter 326-2003, Laws of Florida as amended, ("Assignee").

WITNESSETH:

WHEREAS, County and Assignor entered into a Interlocal Agreement dated June 19, 2012 (R2012-0882) (the "Interlocal Agreement") for the provision of primary care medical services for program participants at the Homeless Resource Center ("HRC") as defined in the Agreement; and

WHEREAS, Assignor is no longer funded to provide primary medical care services in Palm Beach County to uninsured patients and desires to assign and transfer all of its rights, interests and obligations in the Interlocal Agreement to the Assignee; and

WHEREAS, the Assignee is a provider of primary medical care services in Palm Beach County to uninsured patients and has obtained funding assistance to provide the services that Assignee has been providing to the HRC program participants; and

WHEREAS, the Assignee has read the Interlocal Agreement and has agreed to administer, manage and operate adult and pediatric primary medical services for HRC participants and to be bound by all of the terms and conditions of the Interlocal Agreement as amended by this Agreement; and

WHEREAS, County has determined that the assignment will promote the general welfare of the citizens of Palm Beach County; and

WHEREAS, the parties wish to amend the Interlocal Agreement to extend the Term and to modify various terms and evidence County's consent to the assignment and assumption of the Interlocal Agreement, as amended hereunder, by Assignor to Assignee.

NOW, THEREFORE, in consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.. The parties agree to extend the Term of the Interlocal Agreement for a period which shall commence on May 11, 2015 at 12:01AM or the date and time it is fully executed by all parties, whichever is later (the "Effective Date") and shall extend for a period of three (3) years thereafter (the "Term") unless sooner terminated pursuant to the provision of the Interlocal Agreement. Thereafter, County shall have the right and option to extend the Term of the Interlocal Agreement for two (2) successive periods of one (1) year each under the same terms and conditions as contained therein.
2. Beginning on the Effective Date, Assignor, does hereby sell, set over, assign, transfer, release, and deliver (collectively, the "Assignment") unto Assignee, its successors, and assigns forever, all of Assignor's right, title, and interest in and to the Interlocal Agreement R2012-0882, dated June 19, 2012, subject, however, to all the terms, covenants and conditions contained therein.
3. Beginning on the Effective Date, Assignee, does hereby accept the Assignment of the Interlocal Agreement and agrees to perform and be bound by all of the terms, obligations, covenants and conditions contained therein with the same force and effect as though originally executing the Interlocal Agreement.

4. County hereby consents and agrees to the Assignment of the Interlocal Agreement, from Assignor to Assignee, with such Assignment being effective upon the Effective Date. The parties agree that beginning on the Effective Date, Assignor shall not have any further obligations or responsibility with respect to the performance of the Interlocal Agreement.

5. Notwithstanding this Assignment Agreement, the parties acknowledge and agree that this Assignment Agreement is not intended to act as a release, waiver or relinquishment of any of County's rights against or relating to Assignor, concerning any performance, contract, or obligation and that County's execution and consent to the Assignment Agreement is expressly subject to a reservation of all County's rights, claims, demand, remedies, damages or causes of action, against or relating to Assignor.

6. Paragraph 13 of the Interlocal Agreement is deleted in its entirety and replaced with the following:

13. NONDISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The Health Care District has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Health Care District does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Health Care District will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

7. Paragraph 17 of the Interlocal Agreement is amended by deleting the address for the Health Department and replacing it with the following:

If to the Health Care District:

Ronald J. Wiewora, MD, MPH, FACP, FACPM
Chief Executive Officer/ Chief Medical Officer
Health Care District of Palm Beach County
2601 10th Avenue North, Suite 100
Palm Springs, Florida 33461-3133

With a copy to:

Nicholas W. Romanello, Esq.
Chief Legal Officer
Health Care District of Palm Beach County
2601 10th Avenue North, Suite 100
Palm Springs, FL 33461-3133
Health Care District of Palm Beach County

And

Christopher F. Irizarry, MPA
FQHC Executive Director
C. L. Brumback Primary Care Clinics
Health Care District of Palm Beach County
2601 10th Avenue North, Suite 100
Palm Springs, FL 33461-3133

8. Paragraph number 18 of the Interlocal Agreement is deleted and replaced with the following:

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

Health Care District's Representative: Christopher F. Irizarry
FQHC Executive Director

9. The following paragraph is added to the Interlocal Agreement:

29. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

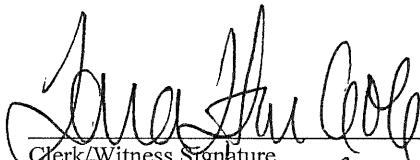
10. This Assignment Agreement shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

11. Except as modified by this Assignment Agreement, the Interlocal Agreement remains in full force and effect. In the event of any inconsistency between the Interlocal Agreement and this Assignment Agreement, this Assignment Agreement shall control.


THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Consent to Assignment Agreement as of the day and year first above written.


ATTEST:


Clerk/Witness Signature
Tara Ham Cole
Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Nicholas W. Romanello, Esq.
Chief Legal Officer
Health Care District of Palm Beach County

ATTEST:


Signature
Sharon R. Bock
Print Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

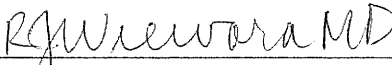
By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

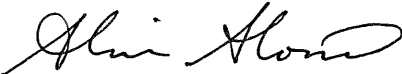
ASSIGNEE:

HEALTH CARE DISTRICT OF
PALM BEACH COUNTY

By: 
Ronald J. Wiewora, MD., FACP FACPM
Chief Executive Officer/Chief Medical Officer

ASSIGNOR:

Florida Department of Health -
Palm Beach County

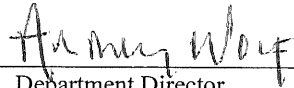

By: 
Dr. Alina Alonso, Director

COUNTY:

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

By: _____
Shelley Vana, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By:  
Department Director