

AMENDMENT #002

This amendment, entered into between the State of Florida Department of Health, hereinafter referred to as the "Department" and Palm Beach County Board of County Commissioners, hereinafter referred to as "Provider," amends contract #COHJ3.

The Department and Provider have agreed to amend this contract to comply with recent amendments to Chapter 119, Florida Statutes.

1. Standard Contract, Page 2, Section I.C.8., is deleted in its entirety and replaced with the following:

Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department in order to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract transfer to the Department, at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850) 245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

2. This amendment shall begin on July 1, 2016 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this two page amendment to be executed by their officials thereunto duly authorized.

Attachment # 1
Page 1 of 2

PROVIDER: Palm Beach County Board of
County Commissioners

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: Shannon F. Hughes

TITLE: Mayor

TITLE: Director, Division of Community Health
Promotion

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000785

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Stephanie Leinika
Department Director

Attachment # 1

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