

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 15, 2017 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing  
Department:  
Submitted By: OFMB  
Submitted For: Florida Department of Health Palm Beach County (FHPBC)  
"Health Department"

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: the transfer and donation with the title transfer of surplus dental assets to the Health Care District of Palm Beach County (102 assets) and to the Diocese of Palm Beach County, Inc. (9 assets).

**Summary:** The Florida Department of Health Palm Beach County (FHPBC) is requesting approval to transfer and donate fixed assets as a result of closing certain dental clinics. Fixed Assets requires BOCC approval to remove these assets from the FHPBC fixed asset inventory. The acquisition cost of these items was \$ 406,561.11 and the depreciated value of these items totals \$84,188.19 in accordance with values based on " American Hospital Association – Estimated Useful Lives of Depreciable Hospital Assets" book. Countywide (HH)

**Background and Justification:** FHPBC and the Health Care District Palm Beach County (HCD) have maintained a long standing working relationship. On October 1, 2013, the FHPBC, and the HCD entered into an agreement whereas certain health care services were transferred to the HCD for continued service to the community. The agreement involves the use of existing equipment owned by FHPBC by the HCD at West Palm Beach, Belle Glade, Delray Beach, and Lantana clinic locations. This agreement was amended on July 1, 2015 to include the transfer of certain dental services to the HCD.

FHPBC and the Diocese of Palm Beach, Inc., a Florida not for profit corporation (DPB) entered into an agreement for the use of certain existing dental space and equipment in Pahokee, Florida. This agreement was terminated on June 30, 2015. These assets remain at the facility to allow continued dental services to the Pahokee community.

Pursuant to Section 274.05, Florida Statutes, FHPBC is transferring and donating surplus dental equipment to the HCD and the DPB.

Attachments:

1. FHPBC Fixed Asset Transfer to the HCD.
2. FHPBC Fixed Asset Transfer to Diocese of Palm Beach, Inc.
3. Depreciation calculations.
4. Master agreement between FHPBC and HCD
5. Space Usage Agreement and License between FHPBC and DPB

Recommended by: [Signature] 7-19-17  
Florida Health-Palm Beach County, Director Date

Recommended by: \_\_\_\_\_  
Department Director Date

Approved By: [Signature] 8/11/17  
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income(County)					
In-Kind Match (County)					
Net Fiscal Impact	*				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X

Budget Account Exp NO: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

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

\* There is no direct fiscal impact associated with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 7/21/17  
OFMB ET 7/20 7/20

[Signature] 8/10/17  
Contract Dev. and Control  
8/10/17 R

B. Legal Sufficiency:

[Signature] 8/11/17  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

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



On October 1, 2013, the Florida Department of Health, Palm Beach County (FHPBC), and the Health Care District (HCD) of Palm Beach County entered into an agreement whereas certain health care services were transferred to the HCD for continued service to the community. The agreement involves the use of existing equipment owned FHPBC by the HCD.

This Master Agreement was amended on July 1, 2015 to include the transfer of certain dental services to the HCD. This included the transfer of certain fixed assets. The affected locations were Delray Beach Health Center, Lantana Health Center, the C.L. Brumback Health Center in Belle Glade, and the West Palm Beach Health Center.

Below is a listing of assets that were included in this transfer:

FIXED ASSETS TRANSFERRED TO THE HEALTH CARE DISTRICT				
Asset Number	Description	Acquisition Date	Serial Number	Original Acquisition Cost
101048420000000	AUTOClave,TUTTNAUER,MDL 2540	03/22/96	9506605	\$2,393.00
101073230000000	X-RAY, DENTAL, GRUDEX	05/20/96	DDO-1222791DP	\$5,000.00
101073240000000	DENTAL DELIVERY UNIT, KNIGHT	05/20/96		\$2,500.00
101075730000000	X-RAY,PANOURA-10	05/20/96	FC-008	\$10,000.00
101075900000000	X-RAY,DENTAL PANOURA 10	05/20/96		\$10,000.00
101075950000000	DENTAL CHAIR ACCES.ON 10107594	05/20/96		\$2,500.00
101078740000000	AUTOClave,TUTTNAUER 2540 M	05/20/96	9407386	\$2,200.00
101344780000000	HDX X-RAY UNIT	01/07/02	XR0109000	\$3,400.00
101344790000000	HDX X-RAY UNIT	01/07/02	XR010008	\$3,400.00
101344900000000	AIR TECHNIQUES AIR COMPRESSOR	03/19/02	850-011695	\$5,075.00
101530680000000	AUTOClaCE MACHINE (STERLIZER)	10/01/03	2201343	\$3,150.00
101530950000000	TUTTNAUER AUTOClaVE	12/03/03	2306303	\$3,127.00
101530990000000	CAVITRON SPS, ULTRASONIC SCALER	12/01/03	11937-990	\$1,427.99
101553340000000	ASEPSIS 21 CHAIR MTD TRAY-MIDMARK/KNIGHT	12/03/03	PJ002634	\$3,569.00
101553350000000	CONSOLE MTD DENTAL LIGHT-MIDMARK/KNIGHT	12/03/03	RE001345	\$1,512.00
101553360000000	BILTMORE CLASSIC CHAIR-MIDMARK/KNIGHT	12/01/03	PB002070	\$3,830.00
101553370000000	HDX X-RAY UNIT W/REMOTE CONTROL PANEL	12/01/03	XR0301030	\$3,400.00
101553450000000	BILTMORE CLASSIC DENTAL CHAIR-MEDMARK/KNIGHT	12/03/03	PB001690	\$3,770.00
101553460000000	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	12/03/03	PJ001995	\$3,835.00
101553470000000	BILTMORE CLASSIC DENTAL CHAIR-MEDMARK/KNIGHT	12/03/03	PB001613	\$3,770.00
101553480000000	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	12/03/03	PJ001996	\$3,835.00
101553490000000	AIR COMPRESSOR, AIR TECHNEQUES AIRSTAR 50 OILESS	10/01/03	503762	\$4,952.00
101553500000000	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	01/08/04	PB001715	\$3,651.00
101553510000000	BILTMORE CLASSIC DENTAL CHAIR-MIDMARK/KNIGHT	01/08/04	CN12241510	\$4,035.00
101553520000000	CONSOLE MOUNTED DENTAL LIGHT-MIDMARK/KNIGHT	01/08/04	RE001122	\$1,316.00
101553530000000	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	12/01/03	PJ002144	\$3,595.00
101553540000000	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	12/01/03	PJ002145	\$3,595.00
101553550000000	BILTMORE CLASSIS DENTAL CHAIR-MIDMARK/KNIGHT	12/01/03	PB001725	\$3,855.00
101553560000000	BILTMORE CLASSIC DENTAL CHAIR-MIDMARK/KNIGHT	12/01/03	PB001726	\$3,855.00
101560760000000	L.E. DEMENTRON 1-KERR COMPLETE UNIT	12/16/04	70046330	\$1,097.99

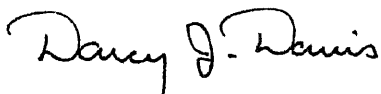
101611870000000	STERILIZER, TUTTNAUER 2540M	04/29/05	2405266	\$3,198.00
101611990000000	STERILIZER, TUTTNAUER 2540M	05/26/05	2410342	\$3,198.00
101612090000000	DEFIBRILLATOR, PHILLIPS, HEADSTART HS-1	06/13/05	A05D-01817	\$1,300.00
101612100000000	DEFIBRILLATOR, PHILLIPS, HEADSTART HS-1	06/13/05	A05D-02155	\$1,300.00
101612120000000	DEFIBRILLATOR, PHILLIPS, HEADSTART HS-1	06/13/05	A05D-01798	\$1,300.00
101612140000000	DEFIBRILLATOR, PHILLIPS, HEADSTART HS-1	06/13/05	A05D-02303	\$1,300.00
101612370000000	X-CALIVUR DR'S UNIT/SYNNGE/3-HPPC	10/01/05	E0757N	\$4,200.00
101612380000000	CLESTA UNIT MOUNT LIGHT CURLED POST INCLUDED	10/01/05		\$1,270.00
101641120000000	BILTMORE CHAIR-KNIGHT BY MIDMARK	09/07/07	V228434	\$3,774.00
101641130000000	ASEPSIS 21 UNIT	09/07/07	V140441	\$3,788.00
101641140000000	ASEPSIS 21 LR UNIT ONLY- MOUNTS TO LR OR LRC CHAIRS	09/07/07	X228623	\$2,823.00
101641180000000	ASEPSIS 21 UNIT	10/01/06	U140440	\$3,788.00
101641190000000	BILTMORE CLASSIC-KNIGHT	10/01/06	ARM MODEL LE 0088	\$3,774.00
101641200000000	BILTMORE CLASSIC-KNIGHT	10/01/06	ARM MODEL CE 0088	\$3,774.00
101641210000000	BILTMORE CLASSIC-KNIGHT	10/01/06	ARM MODEL CE 0088	\$3,774.00
101641220000000	AIRTEC AIRSTAR 30 OILFREE AIR COMPRESSOR	10/01/06	310618	\$4,288.00
101720240000000	AIRTEC AIRSTAR 30 OIL FREE AIR COMPRESSOR	09/07/07	310823	\$4,491.00
101720290000000	ASEPSIS 21 LR UNIT	06/27/07	V389027	\$2,941.00
101720300000000	ASEPSIS 21 LR UNIT	06/27/07	V388611	\$2,941.00
101720310000000	LR CLASSIC CHAIR W/O ROTATION	06/27/07	V387821	\$4,056.00
101720320000000	LR CLASSIC CHAIR W/O ROTATION	06/27/07	V388217	\$4,056.00
101720330000000	MIDMARK LIGHT FOR KNIGHT CONCEPT LB	06/27/07	V389863	\$1,801.00
101720340000000	MIDMARK LIGHT FOR KNIGHT CONCEPT LB	06/27/07	V389898	\$1,801.00
101720370000000	BILTMORE CLASSIC CHAIR	09/07/07	X385646	\$3,931.00
101720380000000	CHAIR MANTED ASEPSIS 21 CONSOLE UNIT	09/07/07	X385767	\$3,945.00
101720390000000	JB-70 INTRAORAL X-RAY SYSTEM W/66" ARM	09/07/07	6K03826	\$3,120.00
101720400000000	JB-70 INTRAORAL X-RAY SYSTEM W/66" ARM	09/07/07	3J03172	\$3,120.00
101720410000000	CRANEX BASE X FILE BASED PAN	09/07/07	L75546	\$13,104.00
101736300000000	ULTRA CLAVE W/ QUIET DOOR M-11	02/19/08	V550808	\$4,342.00
101759100000000	ULTRACLAVE STERILIZER W/AUTOMATIC DOOR	01/29/09	V641730	\$4,674.00
101759350000000	MIDMARK ULTRA COMFORT CHAIR	04/15/09	635418	\$6,881.00
101759360000000	UNIVERSAL MOUNTED LIGHT, UNML	04/15/09	716961	\$1,785.00
101759480000000	MIDMARK P5 POWERVAC	09/15/09	0805P5P0322	\$8,539.10
101759490000000	SORDEX X-RAY PAN CRANES EXCEL	07/10/09	K913952	\$14,566.00
101759800000000	PERI PRO III AUTOMTIC INTAORAL FILM PROCESSOR	03/02/10	23712	\$1,792.00
101759810000000	A/T 2000 XR AUTOMATIC FILM PROCESSOR	03/02/10	482024	\$5,124.00
101759820000000	A/T 2000 XR AUTOMATIC FILM PROCESSOR	03/02/10	481974	\$5,124.00
101759830000000	MIDMARK CHAIR	07/10/09	V735185	\$6,572.00
101759840000000	PROCENTER CONSOLE MOUNT DELIVERY SYSTEM	07/10/09	V735238	\$5,684.00
101759850000000	ASSISTANT INSTRUMENT UNIT CONSOLE MOUNT	07/10/09	V734980	\$1,036.00
101759860000000	ONML UNIVERSAL MOUNTED LIGHT	07/10/09	V734980	\$1,768.00
101809840000000	CAVITRON SELECT SPS ULTRASONIC SCCLER	09/27/10	124-31156	\$1,750.00
101809850000000	A/T 2000 XR AUTOMATIC FILM PROCESSOR	09/21/10	482895	\$5,326.00
101809940000000	2540MK 10" AUTOCLAVE 220V	09/24/10	2909264	\$4,180.62
101810080000000	MIDMARK ULTRA COMFORT CHAIR	05/07/10	V872259	\$6,608.00
101810090000000	PROCENTER CONSOLE MOUNTED DELIVERY SYSTEM	05/07/10	V87109	\$5,521.00
101810100000000	PROCENTER CONSOLE MOUNTED OPERATING LIGHT	05/07/10	V810093	\$1,773.00



101810190000000	MII ULTRACLAVE STERILIZER	05/17/10	V855470	\$4,919.00
101826140000000	TUTTNAVER 2540MK STERILIZER	12/21/10	1006235	\$3,933.00
101826190000000	MIDMARK SONICLEAN M250 ULTRA CLEANER	02/01/11	QDM11103400C	\$1,395.00
101860270000000	MIDMARK PZ POWER VAC SINGLE	10/01/11	V110C6439	\$10,500.00
101871800000000	JB 70 INTRA ORAL X-RAY SYSTEM	04/03/14	TJ26805	\$3,431.00
101872110000000	UNIVERSAL LIGHT-MIDMARK	10/01/13	V1201095	\$1,826.00
101872120000000	UNIVERSAL LIGHT-MIDMARK	10/01/13	V1200989	\$1,826.00
101872170000000	WELSH ALLY MONITOR	05/18/12	20120502951	\$2,734.82
101887350000000	LIGHT, MIDMARK	12/07/09	V797454	\$1,826.00
101887430000000	OPTEC 1000P TESTER	12/28/09	935704999	\$1,540.00
101920560000000	X-RAY MACHINE W/DBL STUD	03/05/13	TW340525	\$3,473.10
101920620000000	XRAY MACHINE	04/29/13	JH25005	\$3,405.00
101933730000000	DENTAL X-RAY CAMERA	06/27/13	TZ020443	\$3,405.00
101950060000000	INTRAORAL X-RAY, JB-7Q 2 STUD	10/01/14	JB86220	\$3,406.00
101950070000000	LR OPERATING LIGHT FOR CHAIR - MIDMARK	10/01/13	V1517535	\$1,878.00
101950080000000	LR OPERATING LIGHT FOR CHAIR - MIDMARK	10/01/13	V1517262	\$1,878.00
J01580000000000	WORKSTATION, DENTAL W/SINK	03/25/91		\$1,228.50
J01581000000000	WORKSTATION, DENTAL W/SINK	03/25/91		\$1,245.40
K07283000000000	DENTAL DRILL	08/24/94	2007	\$1,925.00
K09106000000000	DENTAL LIGHT, LGHT FANTASTIC II	12/21/94	76305	\$1,120.00
K09109000000000	DENTAL CHAIR, ROYAL 1	01/12/95	118475	\$2,750.00
F06530000000000	XRAY/PHILLIPS (WALL MOUNT)	07/30/89		\$2,825.00
101747390000000	EZ AUTOCLAVE FULL AUTO MA	06/16/08	2706317	\$3,864.00
101809840000000	CAVITRON SELECT SPS ULTRA SPS ULTRA	09/27/10	124-31156	\$1,750.00
101075900000000	X-RAY , DENTAL PANOURAIO	05/20/96		\$10,000.00
102 Total Assets		TOTAL		\$378,931.52

Due to the age and condition of many pieces of equipment, a number of these assets were replaced by the Health Care District. The above 102 assets are to be removed from the Florida Health-Palm Beach County fixed asset inventory and title given to the Health Care District of Palm Beach County.

Acknowledged:



Darcy J. Davis  
 Chief Executive Officer

Florida Health Palm Beach County

Fixed Assets Transfer

To Diocese of Palm Beach, inc.

Summary:

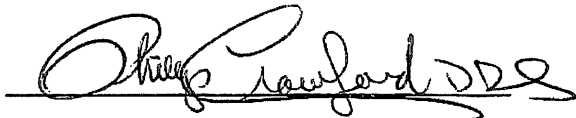
On April 13, 2005, the Florida Department of Health, Palm Beach County (FHPBC), and the Diocese of Palm Beach, inc., a Florida not for profit corporation (DPB) entered into an agreement for the use of certain existing dental and clinic space and equipment. This agreement was terminated on June 30, 2015.

This included the transfer of certain fixed assets. Below is a listing of assets that were included in this transfer:

DENTAL ASSETS TRANSFERRED TO ST. MARY'S					
Custodian Code	Asset Number	Description	Acquisition Date	Serial Number	Historical Cost
8230	1016121100000000	DEFIBRILLATOR, PHILLIPS, HEADSTART HS-1	06/13/05	A05D-02371	\$1,300.00
8230	1016123600000000	BEL50 CHAIR - BELMONT TAUPE	10/01/05	053886205	\$3,260.00
8230	1016123700000000	X-CALIVUR DR'S UNIT/SYNNGE/3-HPPC	10/01/05	E0757N	\$4,200.00
8230	1016123800000000	CLESTA UNIT MOUNT LIGHT CURLED POST INCLUDED	10/01/05		\$1,270.00
8230	1017592300000000	MII ULTRACLAVE STERILIER W/AUTOMATIC DOOR	02/20/09	V695893	\$4,686.00
8230	1017473900000000	EZ AUTOCLAVE FULL AUTOMATIC 10" CHAMBER	06/16/08	27066317	3864.00
8230	1019334500000000	TUTTNAUER AUTOCLAVE	06/04/13	1205710	\$4,077.33
8230	1019334600000000	CAVITRON PLUS ULTRA SONIC SCALER	06/04/13	03799	\$2,486.13
8230	1019501700000000	POWER AIR/POWER VAC G-13	4/3/2015	413900062	2486.13

The above 9 assets are to be removed from the Florida Health-Palm Beach County fixed asset inventory and title given to Diocese of Palm Beach, inc.

Acknowledged:



FIXED ASSETS TRANSFERRED TO THE HEALTH CARE DISTRICT					
TRANSFERRED		Description	Acquisition Date	Serial Number	Original Aquisition Cost
Asset Number	TO				
F0653000000000	HCD	XRAY/PHILLIPS (WALL MOUNT)	07/30/89		\$2,825.00
J0158000000000	HCD	WORKSTATION, DENTAL W/SINK	03/25/91		\$1,228.50
J0158100000000	HCD	WORKSTATION, DENTAL W/SINK	03/25/91		\$1,245.40
K0728300000000	HCD	DENTAL DRILL	08/24/94	2007	\$1,925.00
K0910600000000	HCD	DENTAL LIGHT,LGHT FANTASTIC II	12/21/94	76305	\$1,120.00
K0910900000000	HCD	DENTAL CHAIR, ROYAL 1	01/12/95	118475	\$2,750.00
10104842000000	HCD	AUTOCLAVE,TUTTNAUER,MDL 2540	03/22/96	9506805	\$2,393.00
10107323000000	HCD	X-RAY, DENTAL, GRUDEX	05/20/96	DDO-1222791DP	\$5,000.00
10107324000000	HCD	DENTAL DELIVERY UNIT, KNIGHT	05/20/96		\$2,500.00
10107573000000	HCD	X-RAY,PANOURA-10	05/20/96	FC-008	\$10,000.00
10107590000000	HCD	X-RAY,DENTAL PANOURA 10	05/20/96		\$10,000.00
10107595000000	HCD	DENTAL CHAIR ACCES.ON 10107594	05/20/96		\$2,500.00
10107874000000	HCD	AUTOCLAVE,TUTTNAUER 2540 M	05/20/96	9407386	\$2,200.00
10107590000000	HCD	X-RAY , DENTAL PANOURAIO	05/20/96		\$10,000.00
10134478000000	HCD	HDX X-RAY UNIT	01/07/02	XR0109000	\$3,400.00
10134479000000	HCD	HDX X-RAY UNIT	01/07/02	XR010008	\$3,400.00
10134490000000	HCD	AIR TECHNIQUES AIR COMPRESSOR	03/19/02	850-011695	\$5,075.00
10153068000000	HCD	AUTOCLAVE MACHINE (STERLIZER)	10/01/03	2201343	\$3,150.00
10155349000000	HCD	AIR COMPRESSOR, AIR TECHNEQUES AIRSTAR 50 OILESS	10/01/03	503762	\$4,952.00
10153099000000	HCD	CAVITRON SPS, ULTRASONIC SCALER	12/01/03	11937-990	\$1,427.99
10155336000000	HCD	BILTMORE CLASSIC CHAIR-MIDMARK/KNIGHT	12/01/03	PB002070	\$3,830.00
10155337000000	HCD	HDX X-RAY UNIT W/REMOTE CONTROL PANEL	12/01/03	XR0301030	\$3,400.00
10155353000000	HCD	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	12/01/03	PJ002144	\$3,595.00
10155354000000	HCD	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	12/01/03	PJ002145	\$3,595.00
10155355000000	HCD	BILTMORE CLASSIS DENTAL CHAIR-MIDMARK/KNIGHT	12/01/03	PB001725	\$3,855.00
10155356000000	HCD	BILTMORE CLASSIC DENTAL CHAIR-MIDMARK/KNIGHT	12/01/03	PB001726	\$3,855.00
10153095000000	HCD	TUTTNAUER AUTOCLAVE	12/03/03	2306303	\$3,127.00
10155334000000	HCD	ASEPSIS 21 CHAIR MTD TRAY-MIDMARK/KNIGHT	12/03/03	PJ002634	\$3,569.00
10155335000000	HCD	CONSOLE MTD DENTAL LIGHT-MIDMARK/KNIGHT	12/03/03	RE001345	\$1,512.00
10155345000000	HCD	BILTMORE CLASSIC DENTAL CHAIR-MEDMARK/KNIGHT	12/03/03	PB001690	\$3,770.00
10155346000000	HCD	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	12/03/03	PJ001995	\$3,835.00
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10155348000000	HCD	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	12/03/03	PJ001996	\$3,835.00
10155350000000	HCD	ASEPSIS 21 CHAIR MTD DENTAL UNIT-MIDMARK/KNIGHT	01/08/04	PB001715 -	\$3,651.00
10155351000000	HCD	BILTMORE CLASSIC DENTAL CHAIR-MIDMARK/KNIGHT	01/08/04	CN12241510	\$4,035.00
10155352000000	HCD	CONSOLE MOUNTED DENTAL LIGHT-MIDMARK/KNIGHT	01/08/04	RE001122	\$1,316.00
10156076000000	HCD	L.E. DEMENTRON 1-KERR COMPLETE UNIT	12/16/04	70046330	\$1,097.99
10161187000000	HCD	STERILIZER, TUTTNAVER 2540M	04/29/05	2405266	\$3,198.00
10161199000000	HCD	STERLIZER, TUTTNAUER 2540M	05/26/05	2410342	\$3,198.00
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10164119000000	HCD	BILTMORE CLASSIC-KNIGHT	10/01/06	ARM MODEL LE 00	\$3,774.00
10164120000000	HCD	BILTMORE CLASSIC-KNIGHT	10/01/06	ARM MODEL CE 00	\$3,774.00
10164121000000	HCD	BILTMORE CLASSIC-KNIGHT	10/01/06	ARM MODEL CE 00	\$3,774.00
10164122000000	HCD	AIRTEC AIRSTAR 30 OILFREE AIR COMPRESSOR	10/01/06	310618	\$4,288.00
10172029000000	HCD	ASEPSIS 21 LR UNIT	06/27/07	V389027	\$2,941.00
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10172031000000	HCD	LR CLASSIC CHAIR W/O ROTATION	06/27/07	V387821	\$4,056.00
10172032000000	HCD	LR CLASSIC CHAIR W/O ROTATION	06/27/07	V388217	\$4,056.00
10172033000000	HCD	MIDMARK LIGHT FOR KNIGHT CONCEPT LB	06/27/07	V389863	\$1,801.00
10172034000000	HCD	MIDMARK LIGHT FOR KNIGHT CONCEPT LB	06/27/07	V389898	\$1,801.00
10164112000000	HCD	BILTMORE CHAIR-KNIGHT BY MIDMARK	09/07/07	V228434	\$3,774.00
10164113000000	HCD	ASEPSIS 21 UNIT	09/07/07	V140441	\$3,788.00
10164114000000	HCD	ASEPSIS 21 LR UNIT ONLY- MOUNTS TO LR OR LRC CHAIRS	09/07/07	X228623	\$2,823.00

Depreciation Number of Years	DEPRECIATION DATE	MONTHS OWNED	DEPRECIATION TRESHOLD MONTHS	VALUE BALANCE MONTHS	VALUE REMAINING	TOTAL DEPRECIATED
7	03/29/17	331	84	-	-	\$2,825.00
10	03/29/17	312	120	-	-	\$1,228.50
10	03/29/17	312	120	-	-	\$1,245.40
3	03/29/17	271	36	-	-	\$1,925.00
10	03/29/17	267	120	-	-	\$1,120.00
15	03/29/17	266	180	-	-	\$2,750.00
10	03/29/17	252	120	-	-	\$2,393.00
7	03/29/17	250	84	-	-	\$5,000.00
15	03/29/17	250	180	-	-	\$2,500.00
7	03/29/17	250	84	-	-	\$10,000.00
7	03/29/17	250	84	-	-	\$10,000.00
15	03/29/17	250	180	-	-	\$2,500.00
10	03/29/17	250	120	-	-	\$2,200.00
7	03/29/17	250	84	-	-	\$10,000.00
7	03/29/17	182	84	-	-	\$3,400.00
7	03/29/17	182	84	-	-	\$3,400.00
12	03/29/17	180	144	-	-	\$5,075.00
7	03/29/17	161	84	-	-	\$3,150.00
12	03/29/17	161	144	-	-	\$4,952.00
8	03/29/17	159	96	-	-	\$1,427.99
15	03/29/17	159	180	21.00	446.83	\$3,383.17
7	03/29/17	159	84	-	-	\$3,400.00
15	03/29/17	159	180	21.00	419.42	\$3,175.58
15	03/29/17	159	180	21.00	419.42	\$3,175.58
15	03/29/17	159	180	21.00	449.75	\$3,405.25
15	03/29/17	159	180	21.00	449.75	\$3,405.25
10	03/29/17	159	120	-	-	\$3,127.00
15	03/29/17	159	180	21.00	416.38	\$3,152.62
10	03/29/17	159	120	-	-	\$1,512.00
15	03/29/17	159	180	21.00	439.83	\$3,330.17
15	03/29/17	159	180	21.00	447.42	\$3,387.58
15	03/29/17	159	180	21.00	439.83	\$3,330.17
15	03/29/17	159	180	21.00	447.42	\$3,387.58
15	03/29/17	158	180	22.00	446.23	\$3,204.77
15	03/29/17	158	180	22.00	493.17	\$3,541.83
10	03/29/17	158	120	-	-	\$1,316.00
5	03/29/17	147	60	-	-	\$1,097.99
12	03/29/17	143	144	1.00	22.21	\$3,175.79
12	03/29/17	142	144	2.00	44.42	\$3,153.58
5	03/29/17	141	60	-	-	\$1,300.00
5	03/29/17	141	60	-	-	\$1,300.00
5	03/29/17	141	60	-	-	\$1,300.00
5	03/29/17	141	60	-	-	\$1,300.00
15	03/29/17	137	180	43.00	1,003.33	\$3,196.67
10	03/29/17	137	120	-	-	\$1,270.00
15	03/29/17	125	180	55.00	1,157.44	\$2,630.56
15	03/29/17	125	180	55.00	1,153.17	\$2,620.83
15	03/29/17	125	180	55.00	1,153.17	\$2,620.83
12	03/29/17	125	144	19.00	565.78	\$3,722.22
15	03/29/17	117	180	63.00	1,029.35	\$1,911.65
15	03/29/17	117	180	63.00	1,029.35	\$1,911.65
15	03/29/17	117	180	63.00	1,419.60	\$2,636.40
15	03/29/17	117	180	63.00	1,419.60	\$2,636.40
10	03/29/17	117	120	3.00	45.03	\$1,755.98
10	03/29/17	117	120	3.00	45.03	\$1,755.98
15	03/29/17	114	180	66.00	1,383.80	\$2,390.20
15	03/29/17	114	180	66.00	1,388.93	\$2,399.07
15	03/29/17	114	180	66.00	1,035.10	\$1,787.90

1017202400000	HCD	AIRTEC AIRSTAR 30 OIL FREE AIR COMPRESSOR	09/07/07	310823	\$4,491.00	12	03/29/17	114	144	30.00	935.63	\$3,555.38
1017203700000	HCD	BILTMORE CLASSIC CHAIR	09/07/07	X385646	\$3,931.00	15	03/29/17	114	180	66.00	1,441.37	\$2,489.63
1017203800000	HCD	CHAIR MANTED ASEPSIS 21 CONSOLE UNIT	09/07/07	X385767	\$3,945.00	15	03/29/17	114	180	66.00	1,446.50	\$2,498.50
1017203900000	HCD	JB-70 INTRAORAL X-RAY SYSTEM W/66" ARM	09/07/07	6K03826	\$3,120.00	7	03/29/17	114	84	-	-	\$3,120.00
1017204000000	HCD	JB-70 INTRAORAL X-RAY SYSTEM W/66" ARM	09/07/07	3J03172	\$3,120.00	7	03/29/17	114	84	-	-	\$3,120.00
1017204100000	HCD	CRANEX BASE X FILE BASED PAN	09/07/07	L75546	\$13,104.00	10	03/29/17	114	120	6.00	655.20	\$12,448.80
1017363000000	HCD	ULTRA CLAVE W/ QUIET DOOR M-11	02/19/08	V550808	\$4,342.00	10	03/29/17	109	120	11.00	398.02	\$3,943.98
1017473900000	HCD	EZ AUTOCLAVE FULL AUTO MA	08/16/08	2706317	\$3,864.00	10	03/29/17	105	120	15.00	483.00	\$3,381.00
1017591000000	HCD	ULTRACLAVE STERLIZER W/AUTOMATIC DOOR	01/29/09	V641730	\$4,674.00	10	03/29/17	98	120	22.00	856.90	\$3,817.10
1017593500000	HCD	MIDMARK ULTRA COMFORT CHAIR	04/15/09	635418	\$6,881.00	15	03/29/17	95	180	85.00	3,249.36	\$3,631.64
1017593600000	HCD	UNIVERSAL MOUNTED LIGHT, UNML	04/15/09	716961	\$1,785.00	10	03/29/17	95	120	25.00	371.88	\$1,413.13
1017594900000	HCD	SORDEX X-RAY PAN CRANES EXCEL	07/10/09	K913952	\$14,566.00	10	03/29/17	92	120	28.00	3,398.73	\$11,167.27
1017598300000	HCD	MIDMARK CHAIR	07/10/09	V735185	\$6,572.00	15	03/29/17	92	180	88.00	3,212.98	\$3,359.02
1017598400000	HCD	PROCENTER CONSOLE MOUNT DELIVERY SYSTEM	07/10/09	V735238	\$5,684.00	15	03/29/17	92	180	88.00	2,778.84	\$2,905.16
1017598500000	HCD	ASSISTANT INSTRUMENT UNIT CONSOLE MOUNT	07/10/09	V734980	\$1,036.00	15	03/29/17	92	180	88.00	506.49	\$529.51
1017598600000	HCD	ONML UNIVERSAL MOUNTED LIGHT	07/10/09	V734980	\$1,768.00	10	03/29/17	92	120	28.00	412.53	\$1,355.47
1017594800000	HCD	MIDMARK P5 POWERVAC	09/15/09	0805P5P0322	\$8,539.10	8	03/29/17	90	96	6.00	533.69	\$8,005.41
1018873500000	HCD	LIGHT, MIDMARK	12/07/09	V797454	\$1,826.00	10	03/29/17	87	120	33.00	502.15	\$1,323.85
1018874300000	HCD	OPTEC 1000P TESTER	12/28/09	935704999	\$1,540.00	7	03/29/17	87	84	-	-	\$1,540.00
1017598000000	HCD	PERI PRO III AUTOMTIC INTAORAL FILM PROCESSOR	03/02/10	23712	\$1,792.00	8	03/29/17	84	96	12.00	224.00	\$1,568.00
1017598100000	HCD	A/T 2000 XR AUTOMATIC FILM PROCESSOR	03/02/10	482024	\$5,124.00	8	03/29/17	84	96	12.00	640.50	\$4,483.50
1017598200000	HCD	A/T 2000 XR AUTOMATIC FILM PROCESSOR	03/02/10	481974	\$5,124.00	10	03/29/17	84	120	36.00	1,537.20	\$3,586.80
1018100800000	HCD	MIDMARK ULTRA COMFORT CHAIR	05/07/10	V872259	\$6,608.00	15	03/29/17	82	180	98.00	3,597.69	\$3,010.31
1018100900000	HCD	PROCENTER CONSOLE MOUNTED DELIVERY SYSTEM	05/07/10	V87109	\$5,521.00	15	03/29/17	82	180	98.00	3,005.88	\$2,515.12
1018101000000	HCD	PROCENTER CONSOLE MOUNTED OPERATING LIGHT	05/07/10	V810093	\$1,773.00	10	03/29/17	82	120	38.00	561.45	\$1,211.55
1018101900000	HCD	MII ULTRACLAVE STERILIZER	05/17/10	V855470	\$4,919.00	12	03/29/17	82	144	62.00	2,117.90	\$2,801.10
1018098500000	HCD	A/T 2000 XR AUTOMATIC FILM PROCESSOR	09/21/10	482895	\$5,326.00	8	03/29/17	78	96	18.00	998.63	\$4,327.38
1018099400000	HCD	2540MK 10" AUTOCLAVE 220V	09/24/10	2909264	\$4,180.62	10	03/29/17	78	120	42.00	1,463.22	\$2,717.40
1018098400000	HCD	CAVITRON SELECT SPS ULTRASONIC SCCLER	09/27/10	124-31156	\$1,750.00	8	03/29/17	78	96	18.00	328.13	\$1,421.88
1018098400000	HCD	CAVITRON SELECT SPS ULTRA SPS ULTRA	09/27/10	124-31156	\$1,750.00	7	03/29/17	78	84	6.00	125.00	\$1,625.00
1018261400000	HCD	TUTTNAVER 2540MK STERILIZER	12/21/10	1006235	\$3,933.00	7	03/29/17	75	84	9.00	421.39	\$3,511.61
1018261900000	HCD	MIDMARK SONICLEAN M250 ULTRA CLEANER	02/01/11	QDM11103400C	\$1,395.00	10	03/29/17	73	120	47.00	546.38	\$848.63
1018602700000	HCD	MIDMARK PZ POWER VAC SINGLE	10/01/11	V110C6439	\$10,500.00	8	03/29/17	65	96	31.00	3,390.63	\$7,109.38
1018721700000	HCD	WELSH ALLY MONITOR	05/18/12	20120502951	\$2,734.82	8	03/29/17	58	96	38.00	1,082.53	\$1,652.29
1019205600000	HCD	X-RAY MACHINE W/DBL STUD	03/05/13	TW340525	\$3,473.10	7	03/29/17	48	84	36.00	1,488.47	\$1,984.63
1019206200000	HCD	XRAY MACHINE	04/29/13	JH25005	\$3,405.00	7	03/29/17	47	84	37.00	1,499.82	\$1,905.18
1019337300000	HCD	DENTAL X-RAY CAMERA	06/27/13	TZ020443	\$3,405.00	7	03/29/17	45	84	39.00	1,580.89	\$1,824.11
1018721100000	HCD	UNIVERSAL LIGHT-MIDMARK	10/01/13	V1201095	\$1,826.00	10	03/29/17	41	120	79.00	1,202.12	\$623.88
1018721200000	HCD	UNIVERSAL LIGHT-MIDMARK	10/01/13	V1200989	\$1,826.00	10	03/29/17	41	120	79.00	1,202.12	\$623.88
1019500700000	HCD	LR OPERATING LIGHT FOR CHAIR - MIDMARK	10/01/13	V1517535	\$1,878.00	10	03/29/17	41	120	79.00	1,236.35	\$641.65
1019500800000	HCD	LR OPERATING LIGHT FOR CHAIR - MIDMARK	10/01/13	V1517262	\$1,878.00	10	03/29/17	41	120	79.00	1,236.35	\$641.65
1018718000000	HCD	JB 70 INTRA ORAL X-RAY SYSTEM	04/03/14	TJ26805	\$3,431.00	7	03/29/17	35	84	49.00	2,001.42	\$1,429.58
1019500600000	HCD	INTRAORAL X-RAY, JB-7Q 2 STUD	10/01/14	JB86220	\$3,406.00	7	03/29/17	29	84	55.00	2,230.12	\$1,175.88
1016121100000	ST. MARY'S	DEFIBRILLATOR, PHILLIPS, HEADSTART HS-1	06/13/05	A05D-02371	\$1,300.00	5	03/29/17	141	60	-	-	\$1,300.00
1016123600000	ST. MARY'S	BEL50 CHAIR - BELMONT TAUPÉ	10/01/05	053886205	\$3,260.00	15	03/29/17	137	180	43.00	778.78	\$2,481.22
1016123700000	ST. MARY'S	X-CALIVUR DR'S UNIT/SYNNGE/3-HPPC	10/01/05	E0757N	\$4,200.00	15	03/29/17	137	180	43.00	1,003.33	\$3,196.67
1016123800000	ST. MARY'S	CLESTA UNIT MOUNT LIGHT CURLED POST INCLUDED	10/01/05		\$1,270.00	10	03/29/17	137	120	-	-	\$1,270.00
1017592300000	ST. MARY'S	MII ULTRACLAVE STERILIER W/AUTOMATIC DOOR	02/20/09	V695893	\$4,686.00	10	03/29/17	97	120	23.00	898.15	\$3,787.85
1017473900000	ST. MARY'S	EZ AUTOCLAVE FULL AUTOMATIC 10" CHAMBER	08/16/08	27066317	\$3,864.00	10	03/29/17	105	120	15.00	483.00	\$3,381.00
1019334500000	ST. MARY'S	TUTTNAUER AUTOCLAVE	06/04/13	1205710	\$4,077.33	10	03/29/17	45	120	75.00	2,548.33	\$1,529.00
1019334600000	ST. MARY'S	CAVITRON PLUS ULTRA SONIC SCALER	06/04/13	03799	\$2,486.13	8	03/29/17	45	96	51.00	1,320.76	\$1,165.37
10195017	ST. MARY'S	POWER AIR/POWER VAC G-13	4/3/2015	413900062	2486.13	8	03/29/17	23	96	73.00	1,890.49	\$595.64
TOTAL 111					\$406,561.11						84,188.19	322,372.92

REV 10/24/13

**MASTER AGREEMENT BETWEEN  
DEPARTMENT OF HEALTH, PALM BEACH COUNTY AND  
HEALTH CARE DISTRICT OF PALM BEACH COUNTY  
ID#001764**

This Agreement is made and entered into by each party on the date indicated at the place of signature below, and shall be effective October 1, 2013 ("Effective Date") by and between the Health Care District of Palm Beach County, hereinafter referred to as the "HCD", and the Florida Department of Health, Palm Beach County, hereinafter referred to as the "Department". The parties are entering this agreement with the intention that the HCD shall assume the financial, administrative and operational responsibility for providing adult and pediatric primary care services to those patients formerly served by the Department in their existing clinic sites as described in this Agreement. In the future, scope of services may be expanded to include maternity care services. The parties further agree that the parties shall cooperate in such a manner as to provide the most seamless transition of patient care from Department to HCD with as little disruption to the patient population as may be possible, while maintaining compliance with all applicable contracts, ordinances, laws, and regulations. To that end, the parties agree that HCD will provide the referenced primary care services in the Department's former clinic sites; however, upon mutual agreement, the parties may evaluate and change the nature of the services to be provided by HCD, clinic locations, and such other manner and details of service provision as the parties may agree to in writing by modification or amendment to this Agreement. The Department and the HCD agree to the following terms:

**RECITALS**

**WHEREAS**, the Department, in partnership with Palm Beach County, is responsible for ensuring availability of primary care services under Florida Statute 154, including but not limited to adult and pediatric primary care to residents and visitors of Palm Beach County;

**WHEREAS**, the HCD was organized with the following intent- The Legislature recognizes that it is in the public interest to provide a source of funding for indigent and medically needy and to maximize the health and well-being of Palm Beach County residents by providing comprehensive planning, funding, and coordination of health care service delivery. The provision of said care is hereby found and declared to be a public purpose and necessary for the preservation of the public health and welfare of the residents of the County.

**WHEREAS**, HCD is a special taxing District that will be providing a continuum of health services to patients in Palm Beach County through its wholly owned subsidiary District Clinic Holdings, Inc, d/b/a C.L. Brumback Primary Care Clinics ("Brumback"), which was formed to operate, support, maintain, and/or manage one or more Federally Qualified Health Centers ("FQHC") including, but not limited to the clinics formerly operated by the Department.

**WHEREAS**, the Department desires that the HCD shall take over the direct provision of adult and pediatric primary care services in the referenced FQHC locations, and HCD through Brumback, desires to provide these adult and pediatric primary care services at the referenced FQHC locations;

**WHEREAS**, the Department agrees that it may continue to provide maternity, gynecological, family planning/ sexual health, communicable/ infectious disease, laboratory and dental services ("Continued Services") as more fully set forth in this Agreement;

**WHEREAS**, the Department and Brumback are parties to a Memorandum of Understanding ("MOU") dated August 2, 2013, by which Brumback may refer patients to the Department for the Continued Services; HCD, as more fully set forth in this Agreement, shall render payment to the Department for the Continued Services provided to uninsured Brumback patients; and

**WHEREAS**, the Palm Beach County Board of County Commissioners was presented with this new arrangement for the provision of primary care services in Palm Beach County and has indicated their support of this arrangement and use of county facilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
2. **Independent Contractor:** HCD is not and shall not be considered an employee, agent or servant of the Department; instead, HCD is an independent contractor operating in space provided by the Department.

**I. Basic Contract Principles:**

- A. The Parties agree to be governed by the following principles:
  1. Except where expressly stated to the contrary, the parties intend that this agreement places responsibility for performing or arranging for the performance of all financial, administrative, supervisory and operational services required for the provision of primary care services detailed herein on the HCD.
  2. Except where expressly stated to the contrary, the parties shall respectively be solely liable and responsible for the staff that they employ.
  3. Except where expressly stated to the contrary, each party shall be solely responsible for the costs of fulfilling their responsibilities pursuant to this Agreement.

**II. Facilities:**

**A. County Owned Facilities**

The parties acknowledge their mutual understanding that some facility buildings referenced herein are owned by Palm Beach County per Section 154, Florida Statute, and are utilized by the Department for its public health purposes. All use of said facilities by the HCD,

per the Statement of Use for County Buildings (Attachment I), shall continue to advance both the Department's and HCD's legal obligations to deliver public health care services. The Department will continue to be the primary liaison with the county as it relates to these services at the referenced location in keeping with the agreement.

**B. State Owned Facilities**

The Department will make available to the HCD, per the Statement of Use for State Buildings (Attachment II), the use of certain space at the Department's State owned Clinics. The HCD use of the space shall continue to advance both the Department's and HCD's legal obligations to deliver public health care services.

**III. Scope of Medical Services and Reimbursement**

A. The HCD, through Brumback, will operate the primary care clinics at all the Department's listed facilities. The services provided will be for both adults and pediatric patients.

1. The HCD shall retain any revenues generated from its provision of medical and related services subsequent to the effective date of this Agreement. This shall include the following: fee for service, Medicaid, Medicare, other insurances, and other revenues generated as a result of the Provider's efforts.

2. The HCD will be responsible for all of its billing. Clients who wish to make payments for services charged by the Department prior to the effective date of this Agreement will be referred back to the Department.

B. The Department may provide the Continued Services to uninsured referred patients by Brumback as set forth in Attachment IIIa, as funding allows.

1. Brumback may refer any of its patients to the Department for the Continued Services pursuant to the MOU, as amended.

2. The Department will invoice HCD monthly for the Department's Continued Services rendered to uninsured patients referred by Brumback at the reimbursement rates set forth in Attachment IIIb, with the total reimbursement to not exceed \$2,000,000.00 per HCD fiscal year without the prior HCD Board approval. Should no additional funding be available to support the continued services, the Department will limit its provision of uncompensated care.

3. The Department will submit an invoice using the format specified in Attachment IIIc.

4. The HCD will make monthly payments that are payable pursuant to Attachment IIIb of this Agreement. The Department shall submit one (1) (HCD Primary Care uninsured) electronic invoice to the HCD by the 15th day of each month following the month that services were rendered. The Department shall include such documentation substantiating all services

provided. The supportive documentation substantiating all services must be provided in HIPAA compliant, unidentifiable format in order to protect clients PHI. The Department will be responsible for collecting insurance information during the registration process. A patient's self-declaration of lack of insurance (private, commercial, and/or government) will be required and properly documented in the records and also serve as eligibility to provide needed medical services to the uninsured under this program. The HCD will reimburse the Department, subject to verification and approval; within 30 days of receipt of an approved invoice. The HCD reserves the right to verify and approve said invoice for a period not to exceed 30 days. Any disapproved amounts or services will be notified to the Department within 30 days of invoice receipt.

5. The Department will continue to collect the required HRSA information contained within the guidelines of the Bureau of Primary Care, BPHC Uniform Data System Manual for HCD Primary Care patients who are referred to the Health Department for prenatal and oral health care services. The four performance outcome measure data that will be collected and reported to the HCD on a quarterly basis will be:

- (1) Percentage of pregnant women beginning prenatal care in 1<sup>st</sup> trimester
- (2) Percentage of births less than 2,500 grams
- (3) Percentage of dental users 8-14 years with dental sealants
- (4) Adult patients with documented dental screening during emergency or comprehensive dental visit.

The collected data and information will be provided and shared with the HCD staff. The Department agrees to have the necessary program data reporting system (i.e. information technology applications) in place to accurately collect and organize data for program reporting.

6. The Department shall retain any revenues generated from its provision of medical services subsequent to the effective date of this Agreement and up to its termination date. This shall include fees for services, Medicaid, Medicare, HCD Option 1 and Option 2 other insurances and other revenues generated as a result of the Department efforts. The Department will be responsible for all of its 3<sup>rd</sup> Party billing. If a Brumback patient referred to the Department is underinsured and has provided verification of income, the Department shall bill the patient for rendered services pursuant to the Department's Sliding Fee Discount Schedule. The Department shall be responsible for collecting payments owed to the Department from patients billed in accordance with the Sliding Fee Discount Schedule. Notwithstanding any provision in this Agreement to the contrary, the Department shall make Continued Services available equally to all Brumback referred patients, regardless of a patient's insurance status or ability to pay. Clients who wish to make payments for services charged by the Department prior to the effective date of this Agreement will be referred back to the Department.

#### **IV. Client Information and Medical Records:**

A. The parties agree to create a process that will facilitate the release of copies of individual medical records when required for continuing health care treatment activities. This



disclosure is from one covered entity to another covered entity, as authorized pursuant to section 456.057(7)(a), Florida Statutes, and 45 CFR Section 164.506(c).

1. Client Information and Medical Records: The Department and HCD agree that all of the Department's medical records located at the clinic site shall be retained onsite for the use of the HCD staff to ensure continuity of care of the clients and provide client access to their own medical records. The Department will remain custodian of the records and the HCD staff will have access to the records in keeping with the Department's rules and procedures for the handling of medical records. The Department shall retain ownership of these records and may archive and maintain the Department's records away from the HCD's offices and otherwise in accordance with Florida Statutes. The HCD staff shall enter any information related to the care of a patient created or obtained after the effective date of this Agreement into the HCD's electronic medical record and may, with authorization of the client, scan and/or enter copies of the Department's record into its Record.

2. Information Confidentiality and Security: The HCD 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. The HCD has written policies and procedures to ensure the protection and confidentiality of Protected Health Information, and shall comply with all applicable professional standards of practice with respect to client confidentiality. The Department reserves the right to review the HCD's policies and procedures.

V. Emergency / Disaster Response: The HCD and Department have agreed to work collaboratively to support the coordination of emergency efforts in both the clinic setting and the County Special Needs Shelter.

A. Shelter Coverage: The HCD FQHC Medical Director will provide the on site medical leadership at the County Special Needs Shelter, and the coordination of the HCD Primary Care Clinic Physicians and Family Practice Residents from Lakeside Medical Center to provide medical coverage at the Special Needs Shelter. The HCD FQHC Medical Director will review and approve the special Needs Shelter applications on an annual basis. The HCD FQHC Medical Director will work with the Department to coordinate staff scheduled coverage and training for the Special Needs Shelter on an annual basis. Physician supplies for the Shelter will be provided by the HCD as identified in the County Wide Emergency Plan.

B. Emergency/ Disaster Response: The HCD shall ensure Brumback staff participate in activities required to secure/protect clinic facilities in anticipation of/after a declared emergency/disaster. Additionally, the HCD shall ensure Brumback staff will participate in activities required to return the facilities to operation after such an emergency or disaster response.

VI. Term of Contract:

1) Term and Termination of Agreement:

- a) The HCD and the Department agree that it is the intent of both parties that the term of this agreement shall commence on the Effective Date and terminate September 30, 2014.
- b) Both parties agree that this agreement may be terminated by either party with or without cause with sixty (60) days notice to the other.
  - i) Notice shall be by certified mail, return receipt required. Any party may designate a change of address at any time by giving written notice thereof to the other parties. If any party desires to receive notice through alternative methods, such as facsimile or e-mail, that party shall provide that contact information to the other parties herein.
  - ii) Notice and correspondence shall be addressed as follows:

**(1) For the Department:**

Alina Alonso, M.D., Director  
Florida Department of Health – Palm Beach County  
800 Clematis Street  
West Palm Beach, FL 33401-5107  
Telephone: 561.671.4003

With a copy to:

Victoria A. Coleman-Miller, Esq.  
Chief Legal Council  
Florida Department of Health Palm Beach County  
800 Clematis Street  
West Palm Beach, FL 33401-5107  
Telephone: 561.671.4007

**(2) For the HCD:**

Ronald J. Wiewora, M.D.  
Chief Executive Officer/Chief Medical Officer  
Health Care District of Palm Beach County  
2601 10<sup>th</sup> Avenue North, Suite 100  
Palm Springs, FL 33461-3133  
Telephone: 561.835.4261

With a copy to:

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

**2) Effect of Termination**

- a) Termination of this agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the HCD is a political subdivision of the state of Florida, subject to the terms of the Palm Beach County Health Care Act (Ch. 326-2003, Laws of Florida) (the "Health Care Act") and as such, this agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the HCD of funds sufficient to pay the costs associated herewith in any fiscal year of the HCD.
- b) Notwithstanding anything in this agreement to the contrary, in the event that no funds are appropriated or budgeted by the HCD's governing board in any fiscal year to pay the costs associated with the HCD's obligations under this agreement, or in the event the funds budgeted or appropriated are, or are estimated by the HCD to be, insufficient to pay the costs associated with the HCD's obligations hereunder in any fiscal period, then the HCD will notify the Department of such occurrence and either the HCD or the Department may terminate this agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than sixty (60) days after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the HCD of any kind.

**VII. Insurance:** Without waiving the right to sovereign immunity as provided in Section 768.28, Florida Statutes (2012), the parties acknowledge to be self-insured for General Liability under Florida's sovereign immunity statute with monetary waiver limits of Two Hundred Thousand (\$200,000) Dollars per person and Three Hundred Thousand (\$300,000) Dollars per occurrence; or such limits that may be changed and set forth by Florida law. The parties agree to maintain such self insurance at all times during the existence of this Agreement and any renewals or extensions of this Agreement. The Department will not assume any responsibility to assist the HCD in covering insurance cost.

**VIII. Subcontract:** The Department authorizes the HCD to enter into agreements with subcontractors for the fulfillment of its obligations under this agreement by notifying the Department in writing within 30 days prior to subcontracting.

**IX. Liability:**

- a) The Department agrees that to the extent permitted by the laws of the State of Florida, it shall be solely liable or responsible for any and all liability, claims, suits, causes of action, losses, expenses, costs, damages, and attorney's fees resulting from or arising out of any act or omission to act including but not limited to negligence and/or malpractice arising out of or in connection with the Department's operation and/or management of the facilities and/or provision of services prior to the effective date of this Agreement.
- b) The HCD agrees that to the extent permitted by the laws of the State of Florida, it shall be solely liable or responsible for any and all liability, claims, suits, causes of action, losses, expenses, costs, damages, and attorney's fees resulting from or arising out of any act or omission to act including but not limited to negligence and/or malpractice arising out of or in connection with the HCD's operation and/or management of the

facilities and/or provision of services after the effective date of and Agreement.

- c) The parties agrees that to the extent permitted by the laws of the State of Florida, the HCD will remain liable for the space occupied by the HCD for claims, suits, causes of action, losses, expenses, costs, damages, and Attorney's fees resulting from or in connection with the real property listed in Section 1.c of Attachments I and II, the contents therein and property immediately adjacent thereto.

**X. Indemnification:** Both the HCD and the 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 HCD or the Department.

**XI. Referrals:** Nothing contained herein is intended to prohibit or limit (a) the ability of the Department to receive funding from other sources or enter into agreements with other entities or suppliers of services or (b) the ability of HCD to contract or support other programs. This Agreement shall give no rights to any person or entity who is not a party hereto. The Department and HCD further agree as follows:

- a) There is no requirement that the Department, or any physician or other clinical practitioner affiliated with the Department, make any referrals to, or be in a position to make or influence referrals to, or otherwise generate business for, the HCD or any entity affiliated with the HCD as a condition of entering into and performing under this Agreement. There is no requirement that the HCD or any entity, physician or other practitioner affiliated with the HCD make any referrals to, or be in a position to make or influence referrals to, or otherwise generate business for, the Department, or any physician or other clinical practitioner affiliated with the Department, as a condition for entering into and performing under this Agreement.
- b) None of the physicians affiliated with the HCD are restricted from establishing or maintaining staff privileges at or referring any services to any other entity of his choosing.
- c) The amount or value of any compensation and benefits provided to any of the parties hereunder shall not vary based on the value or volume of any referrals among the parties, or based on any business otherwise generated by HCD, or any physician or other clinical practitioner affiliated with HCD for the Department or its affiliates, or vice versa.
- d) To the extent HCD and/or Brumback's physicians refer patients to any other provider for medical treatment or services, HCD and/or Brumback shall ensure that its physicians provide effective notification to patients of their freedom to choose any provider or supplier for such health care needs. Further, HCD and/or Brumback will disclose the existence and nature of this Agreement to any patient who inquires and to any patient

referred to the Department by any of HCD and/or Brumback's physicians or by any affiliate of the HCD and/or Brumback. HCD agrees that the disclosure of information pursuant to this subsection shall be made in a timely fashion and in a manner reasonably calculated to be effective and understood by the patient.

It is the intent of this provision to comply with existing federal, state and local law, including but not limited to the requirements of the federal anti-kickback law (42 U.S.C. §1320a(7b(b)) and safe harbor regulations (42 C.F.R. §1001.952), and the Stark law (42 U.S.C. §1395nn) and accompanying regulations (42 C.F.R. Part 411), and interpretations thereof. Accordingly, this Agreement shall be immediately modified by the parties to the extent that it fails to comply with such laws and regulations or other federal or state legislative and/or administrative enactments, or interpretations thereof, and the parties shall suspend performance of all noncomplying obligations hereunder (including but not limited to any payment obligation) until such modifications have been completed. In the event that any such modification is made necessary because of any change or changes in the legislative or administrative interpretation or application of such laws and is not mutually agreeable among the parties, any party may immediately terminate this Agreement upon written notice to the other party.

## **XII. Special Provisions:**

- a) **Modification:** This agreement may not be changed or altered except in writing and signed by each party
- b) **Governing Law:** This agreement shall be governed in all respects by the laws of the State of Florida. The parties agree that venue for any and all claims arising from this agreement shall be in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- c) **Severability:** If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions and agreement shall remain in full force and effect and in no way shall be affected, impaired or invalidated.
- d) **Waiver:** The waiver by any party of a breach or violation of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach thereof. The failure of any party to exercise a right to terminate this agreement shall not constitute a waiver thereof.
- e) **No Third Party Beneficiaries:** This agreement shall not be construed in any manner or for any purpose to confer rights hereunder on any person or entity other than the parties to this agreement. Nothing in this agreement shall be construed to create or confer any additional rights or remedies to employees on the Department payroll.

- f) **Entire Agreement:** This agreement, together with all attachments, contains the entire agreement between the parties relating to the rights granted and the obligations assumed by this agreement. Any prior agreement, promises negotiations or representations, either oral or written, relating to the subject matter of this agreement not expressly set forth in this agreement is of no force or effect.
- g) **Licensure:** The HCD and the Department agree to maintain all licenses and permits required to conduct business in Palm Beach County, Florida, throughout the duration of this contract.
- h) **Credentialing:** the Department shall furnish evidence to the Brumback Contracting Services Department in order to verify Department physicians and/or health care professionals providing Continuing Services to Brumback referred patients are appropriately credentialed, licensed, certified and/or authorized to render services by the appropriate authority.
- i) **Dispute Resolution:** Unresolved problems shall be settled jointly by the Chief Executive Officer of each party or their designee.
- j) **Independent Contractor:** The parties agree that, at all times, the HCD shall be deemed an independent contractor and shall not, in any manner whatsoever, commit the Department to any obligation without the specific written approval of the Department. The HCD shall not be deemed an employee of the Department. It is further understood and agreed that neither the Department's staff nor the HCD's staff shall be an agent, employee, partner or other legal representative of the other for any reason pursuant to this agreement.
- k) **Incident Reporting:** The HCD shall notify the office of the Director for the Florida Department of Health, Palm Beach County, as soon as possible, of injuries, vandalism, altercations, fight, bomb threat, disaster or any other issues occurring at the primary care sites as well as issues that may arise in the day to day operation which may have an impact on the Department.
- l) **Palm Beach County Health Care Act:** The Department acknowledges that the HCD is an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (2003 Fla. Laws. 326-2003) and other laws of the State of Florida and the United States of America now or hereafter enacted, as the same may be modified or amended from time to time. If any part of this agreement, or any obligations of the HCD hereunder, are contrary to, prohibited by or deemed invalid under the Palm Beach County Health Care Act or any other applicable law or regulation of the State of Florida or the United States of America, such provision or obligation shall be inapplicable and be deemed omitted to the extent so contrary prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m) **Compliance:** Each of the parties agrees to perform its responsibilities under this agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this agreement, including, without limitation, the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §17931 et seq. ("HITECH"), and other applicable federal and state laws protecting the confidentiality of patient information and medical records, the Federal Anti-Kickback Statute, and Medicare and Medicaid program requirements. In the event that either party becomes aware of a possible violation of law,

regulation or administrative instruction that might affect the validity or legality of the services provided under this agreement and/or HCD's right to reimbursement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party

In witness thereof, the parties hereto have caused this 10 page agreement with 5 Attachments to be executed by their undersigned officials as duly authorized.

HCD:

DEPARTMENT:

Health Care District of Palm Beach County Florida Department of Health – Palm Beach County

Signed By:

Signed By:

R J Wiewora

Alina Alonso

Name : Ronald J. Wiewora, M.D.

Name: Alina Alonso, M.D.

Title: Chief Executive Officer/  
Chief Medical Officer

Title: Director

Date: 11/2/13

Date: 10/30/13

*Approved as to Form and Legal Sufficiency*

BY: Nicholas W. Romanello

Nicholas W. Romanello, Esq.

Chief Legal Officer

Health Care District of Palm Beach County

## **ATTACHMENT I**

### **Statement of Use of County Buildings**

#### **1. Facilities**

- a) The Department will make available to the HCD at no rental cost, the use of the certain facilities listed below in Section c as long as the County continues to provide the sites at no charge to the Department. In those cases where the Department pays for "common expenses", the HCD will pay the Department for its share based on HCD's pro rata square footage usage as depicted in Attachments A and B.
  - b) At any time the Department intends to reduce the space it uses at any of the facilities, the Department will notify the HCD in writing at least 30 days prior to its intended reduction of use. Any time that the HCD intends to reduce the space it uses at any of the facilities, the HCD will notify the Department in writing at least 30 days prior to its intended reduction of use. The parties will mutually acknowledge and determine each party's adjusted financial responsibility upon the decreased use. Any time that the HCD wishes to increase in their space utilization at any facility referenced in this Agreement, the HCD will notify the Department in writing at least 30 days prior to its intended increased use of space. The parties will mutually acknowledge and determine each party's adjusted financial responsibility upon the increased use of space by HCD.
  - c) Clinic Facilities:
    - i) Delray Beach Health Center, located at: 225 S. Congress Avenue, Delray Beach FL 33445.
    - ii) Lantana Health Center, Clinic, located at: 1250 Southwinds Dr., Lantana FL 33462.
    - iii) C.L. Brumback Health Center, located at: 38754 State Rd 80, Belle Glade FL 33430.
- 2) **Use of Name:** The Department and the HCD jointly agree that the HCD may place a name and/or logo on the facilities or any other signage provided it meets any and all local signage regulations. The HCD and the Department further agree that local signage requirements for the County owned facilities will be complied with. The Department agrees that the HCD will determine what name and/or logo to use in the operation and management of the facilities. Any and all costs associated with such signage will be the sole responsibility of the HCD.
- 3) **Structural Changes:** The parties agree that the HCD, at its own cost, may make structural changes to the sites, provided:
- a) The HCD will notify the Department, in writing, of any request to make structural changes to sites and must obtain approval from the Department prior to making any such changes. The Department must obtain approval for requested changes from the County prior to providing approval to the HCD.



b) HCD acknowledges that Department may not approve structural changes or alterations in use of the premises without County approval pursuant to its leases and agreements with the County, and HCD will hold the Department harmless for any financial or other damage resulting from the Department's inability to secure timely approval for such proposed changes from the County.

c) Any and all costs associated with such structural changes will be the sole responsibility of the HCD.

**4) Maintenance, Repairs, Construction:**

a) The HCD agrees to provide a list of individuals to serve as a central point of contact for each facility for maintenance requests and repairs and agrees the Department will interface with the County for request and coordination of such repairs and maintenance. The HCD agrees they will not contact the County directly for such requests.

b) The Department agrees to provide a list of individuals to serve as a central point of contact for each facility for maintenance requests and repairs and agrees the Department will interface with the County for request and coordination of such repairs and maintenance.

c) Each party shall be solely responsible for necessary repairs or maintenance to space it occupies or intends to occupy when needed maintenance and/or repair is located in or affects only the space occupied or intended to be occupied by that party.

d) The parties shall share pro-rata, maintenance and/or repair costs when the needed maintenance and/or repairs affect spaces occupied by both parties.

e) In the event repair costs are to be split, the cost to each party shall be based on the parties' pro rata share percentage of square feet in the facility being used by each party as prescribed in section 1.c. of this agreement.

f) In the event that major repairs, defined as capital expenditures in excess of \$10,000, should become necessary, the parties acknowledge that either party may be limited by the availability of capital expenditure funds. In such event, both parties agree to work together to request the appropriation of necessary funds through appropriate funding sources.

g) The HCD shall be solely responsible for the maintenance, repair and/or replacement of any furniture, equipment, fixtures or other materials provided by the Department. All furniture, equipment, fixtures or other materials originally provided remain the property of the Department or County as appropriate and disposal/reallocation will be carried out in accordance with local procedures.

h) The cost of repairs for damages to the facilities caused by negligence of the HCD or its employees will be the sole responsibility of the HCD to the extent allowed by Florida law. The HCD shall obtain insurance adequate to repair/replace equipment/furniture or other materials should there be loss of damage

i) The cost of repairs for damages to the facilities caused by negligence of the Department or its employees will be the sole responsibility of the Department to the extent allowed by Florida law.

j) The HCD and the Department agree that:

- i) Renovations or other maintenance not required for the daily operation or safety of the facility shall be jointly agreed in writing within 30 days before work is authorized to commence.
  - ii) Where repairs, remodeling or other construction will only affect the program or services of one party, that party shall be fully responsible for the cost.
  - iii) Where repairs, remodeling or other construction affect both parties, cost responsibility shall be allocated based on the pro rata share percentage of square feet being used by each party.
- 5) **Common Expenses:** This section describes common or occupancy related costs for utilities and services such as electric, water, pest control and janitorial service. The list of services in this section are only examples of such types of occupancy related costs, but; are not necessarily representative of all such occupancy costs. Costs considered in this section are related to the general upkeep, routine maintenance, and utility usage of the facility. The Department will continue to arrange, manage and pay for these services and utilities and the HCD will reimburse the Department its pro-rata share of these costs based on the pro-rata allocation as prescribed in section 1.c. This reimbursement will be paid by the HCD on a quarterly interval based on pro-forma estimated rate per square foot of each facility occupied by the HCD (Attachment A). This rate per square foot shall be reviewed and updated on an annual basis or more frequently if costs or services provided in this section are modified or the cost of such services changes materially.
- a) **Utilities:** Including but not limited to electricity, water, sewage services, and garbage disposal shall be considered "common expenses" pursuant to Article 5 herein. The Department shall arrange for the provision of utilities and the HCD shall reimburse the Department for utilities used at the facilities based upon the HCD's share of utility costs based upon its pro rata share of square feet of space used by the HCD.
  - b) **Security Services:** The HCD agrees that the Department will provide security including during operating and non-operating hours consisting of a monitored alarm system, at the facilities listed in section 1.c. of this agreement. The Department will respond to calls that come from security vendor and notify the HCD immediately. The HCD and the Department agree that the cost of security shall be considered a "common expense" pursuant to Article 5 herein and shall be allocated between the parties based upon the pro rata share of square footage used by each party. If the HCD opens the facilities at times other than Department's normal operating hours, the HCD will notify the Department in writing and the HCD shall be responsible for any additional costs incurred.
  - c) **Refrigeration Monitoring:** The Department will leave the refrigeration unit Temperature-Monitoring Devices (TMD) in place. It will be the responsibility of the HCD to reprogram the TMD threshold violations notification sequence and to establish the reporting thresholds of each TMD. The HCD will also be responsible for periodically calling the TMD units to verify they are operating properly. The Department and the HCD will work out a system of notification when an alarm call is detected.
  - d) **Biomedical Waste Services:** The Department and the HCD agree that the Department shall continue existing disposition of biomedical waste. The Department and the HCD agree that the cost of biomedical waste services shall be considered a "common expense" pursuant to Article 5 herein and shall be allocated between the parties based upon the pro rata share of square footage used by each party.

- e) **Housekeeping Services:** The Department and the HCD agree that the Department shall continue existing housekeeping services at the facilities listed in section 1.c. of this agreement, with a housekeeping contractor. The Department and the HCD agree that the cost of Housekeeping services shall be considered a "common expense" pursuant to Article 5 herein and shall be allocated between the parties based upon the pro rata share of square footage used by each party.
  - f) **Pest Control Services:** The Department shall arrange for pest control services at the facilities listed in section 1.c. of this agreement, which shall be considered a "common expense" pursuant to Article 5 of this Agreement. The Department and the HCD agree that the cost of Pest Control services shall be allocated between the parties based upon the square footage used by each party.
  - g) **Landscaping Services:** The Department shall arrange for landscaping services at the facilities listed in section 1.c. of this agreement, which shall be considered a "common expense" pursuant to Article 5 of this Agreement. The Department and the HCD agree that the cost of landscaping services shall be allocated between the parties based upon the pro rata share of square footage used by each party.
  - h) **Fire Inspection Services:** The Department shall coordinate fire inspections at the facilities listed in section 1.c. of this agreement, which shall be considered a "common expense" pursuant to Article 5 of this Agreement. The Department and the HCD agree that the cost of fire inspections services shall be allocated between the parties based upon each party's pro rata share of square footage used by each party.
  - i) The Department will be responsible for the maintenance and upkeep of the currently installed video surveillance system. The Department will make the building video surveillance system available to the HCD for security and investigation related issues. If requested, the Department will assist the HCD with video database searches and image retrieval. In the event the HCD deems it necessary to install additional video surveillance cameras, the HCD will be responsible for the installation and cost of the cable and cameras and all other necessary costs incurred at its request.
  - j) Other such services or utilities as deemed necessary resulting from the HCD and Department occupancy of the facilities.
- 6) **HCD Expense:** This section describes common or occupancy related costs for services and related equipment that will be procured and provided at the sole expense of the HCD. These include, but are not limited to items such as medical supplies, office supplies, telephone and information technology equipment and services. The Department will have no responsibility for these items whether it be financial or managerial.
- a) **Supplies:** The HCD will be responsible for all office and medical supplies, pharmaceuticals, and miscellaneous supplies as per their requirement.
  - b) **Phone System Maintenance:** The HCD shall provide own phone system and be responsible for all maintenance services at the subject facilities.
  - c) **Information Technology Equipment:** The HCD shall provide all required information technology hardware, wiring and data circuits necessary for the operation. The Department will retain ownership of all MIS Hardware that is in on current list of inventory. Should there be any remaining Department owned MIS

- hardware not being used by the Department, the Department will remove within 30 days of notification by the HCD, any Department's MIS hardware from the areas to be used by the HCD to make room for the HCD's MIS hardware.
- d) The HCD will be responsible for the installation, operation, maintenance and costs for data communication service at the Health Centers listed in section 1.c. The HCD will maintain the HCDs communications equipment and will make all programming changes, operating system and firmware updates required. The HCD will coordinate the cable installation with the Department's Information Technology Division. The HCD will not make any changes or alterations to the Departments existing network cable infrastructure or network/communications equipment.
  - e) The HCD agrees to supply a list of authorized individuals authorized to access the data/telecom closets at each respective facility. HCD acknowledges this list will be subject to the review and approval of the Department.
  - f) The Department's Data Center Director will be the point of contact for the resolution of any information technology issues, problems, discrepancies or disagreements. In the event the Data Center Director is unavailable, and alternate will be named upon request.
- 7) **Assets:** The Department agrees to lease at no cost to HCD all current inventory of equipment used in the clinical areas assumed by the HCD at no cost to the HCD, for the duration of this agreement.
- a) The parties agree that all equipment physically transferred to the HCD remains the property of Palm Beach County Board of County Commissioners (County), and that it is leased on an "as is" basis for the use of HCD in the referenced clinic locations.
  - b) The Department maintains an electronic inventory system of all such equipment.
  - c) The Department conducts a physical inventory of all such equipment semi-annually.
  - d) The HCD agrees to provide access to all such equipment to the Department for inspection and physical inventory purpose.
  - e) The HCD agrees that all equipment will be maintained and used in accordance with its designed purpose. Should the HCD cause damage to such equipment due to misuse and or require repair or replacement of any of the equipment due to normal wear and tear, all such costs of repair, maintenance and including replacement will be the sole responsibility of the HCD.
  - f) The HCD agrees to be responsible for any maintenance, calibration, and/or repair costs for equipment owned by the County and utilized by the HCD and shall hold the Department harmless of any injury or other adverse event/outcome that occurs as a result of this equipment.
  - g) The HCD agrees that all equipment will be maintained in accordance with specifications of the manufacturer. The HCD agrees to adhere to all manufacturers' recommended maintenance schedules for Department owned equipment. The HCD will be responsible for all costs associated with said maintenance.

- h) The HCD will notify the Department of any instance where such equipment is deemed unfit for use and needs to be disposed of. The Department will determine if equipment is to be disposed of, then if disposed of, it should be disposed of in accordance with the rules and regulations of the County. The HCD is not authorized to dispose of any such equipment under any circumstances other than what is described above.
- i) The parties agree that during this Agreement, all equipment purchased or replaced by the HCD shall belong and become an asset to/of the HCD.
- j) The HCD agrees that should this Agreement be terminated, all Department or Palm Beach County equipment transferred at the time this Agreement was signed or subsequently transferred, will be returned to the Department or to the County, as applicable. Upon termination of this Agreement, the Department will accept all returned equipment "as is."

**8) HCD's Obligation to Reimburse the Department:**

- a) The Department shall invoice the HCD Quarterly for all payments due under this agreement. Amounts to be invoiced are depicted in Attachment A. The Department will not provide additional back up documents that are not defined by this agreement, unless agreed to by both parties.
- b) The HCD has five (5) working days to inspect and report to the Department any error(s) found in the quarterly invoice. The HCD shall have twenty (20) days after acceptance of such invoice to pay the Department.
- c) The reimbursement rate per square foot on Attachment A shall be reviewed and updated on an annual basis or more frequently if costs or services provided in this section are modified or changed. Any change in the reimbursement rate will require amendment to this agreement.

## **ATTACHMENT II**

### **Statement of Use of State Buildings**

#### **1. Facilities**

- a) The Department will make available to the HCD at no rental cost, the use of the certain facilities listed below in Section c as long as the State continues to provide the sites at no charge to the Department. In those cases where the Department pays for "common expenses", the HCD will pay the Department for its share based on HCD's pro rata square footage usage as depicted in **Attachments A and B**.
- b) At any time the Department intends to reduce the space it uses at any of the facilities, the Department will notify the HCD in writing at least 30 days prior to its intended reduction of use. Any time that the HCD intends to reduce the space it uses at any of the facilities, the HCD will notify the Department in writing at least 30 days prior to its intended reduction of use. The parties will mutually acknowledge and determine each party's adjusted financial responsibility upon the decreased use. Any time that the HCD wishes to increase in their space utilization at any facility referenced in this Agreement, the HCD will notify the Department in writing at least 30 days prior to its intended increased use of space. The parties will mutually acknowledge and determine each party's adjusted financial responsibility upon the increased use of space by HCD.
- c) Clinic Facilities: West Palm Beach Health Center, located at 1150 45<sup>th</sup> Street, West Palm Beach FL 33407.

**2. Use of Name:** The Department and the HCD jointly agree that the HCD may place a name and/or logo on the facilities or any other signage provided it meets any and all local signage regulations. The HCD and the Department further agree that local signage requirements for the State owned facilities will be complied with. The Department agrees that the HCD will determine what name and/or logo to use in the operation and management of the facilities. Any and all costs associated with such signage will be the sole responsibility of the HCD.

**3. Structural Changes:** The parties agree that the HCD, at its own cost, may make structural changes to the sites, provided:

- a) The HCD will notify the Department, in writing, of any request to make structural changes to sites and must obtain approval from the Department prior to making any such changes. The Department must obtain approval for requested changes from the State prior to providing approval to the HCD.
- b) HCD acknowledges that Department may not approve structural changes or alterations in use of the premises without State approval pursuant to its leases and agreements with the State, and HCD will hold the Department harmless for any financial or other damage resulting from the Department's inability to secure timely approval for such proposed changes from the State.
- c) Any and all costs associated with such structural changes will be the sole responsibility of the HCD.

#### **4. Maintenance, Repairs, Construction:**

- a) The HCD agrees to provide a list of individuals to serve as a central point of contact for each facility for maintenance requests and repairs and agrees the Department will interface with the State for request and coordination of such repairs and maintenance. The HCD agrees they will not contact the State directly for such requests.
- b) The Department agrees to provide a list of individuals to serve as a central point of contact for each facility for maintenance requests and repairs and agrees the Department will interface with the State for request and coordination of such repairs and maintenance.
- c) Each party shall be solely responsible for necessary repairs or maintenance to space it occupies or intends to occupy when needed maintenance and/or repair is located in or affects only the space occupied or intended to be occupied by that party.
- d) The parties shall share pro-rata, maintenance and/or repair costs when the needed maintenance and/or repairs affect spaces occupied by both parties.
- e) In the event repair costs are to be split, the cost to each party shall be based on the parties' pro rata share percentage of square feet in the facility being used by each party as prescribed in section 1.c. of this agreement.
- f) In the event that major repairs, defined as capital expenditures in excess of \$10,000, should become necessary, the parties acknowledge that either party may be limited by the availability of capital expenditure funds. In such event, both parties agree to work together to request the appropriation of necessary funds through appropriate funding sources.
- g) The HCD shall be solely responsible for the maintenance, repair and/or replacement of any furniture, equipment, fixtures or other materials provided by the Department. All furniture, equipment, fixtures or other materials originally provided remain the property of the Department or County as appropriate and disposal/reallocation will be carried out in accordance with local procedures.
- h) The cost of repairs for damages to the facilities caused by negligence of the HCD or its employees will be the sole responsibility of the HCD to the extent allowed by Florida law. The HCD shall obtain insurance adequate to repair/replace equipment/furniture or other materials should there be loss of damage.
- i) The cost of repairs for damages to the facilities caused by negligence of the Department or its employees will be the sole responsibility of the Department to the extent allowed by Florida law.
- j) The HCD and the Department agree that:
  - i) Renovations or other maintenance not required for the daily operation or safety of the facility shall be jointly agreed in writing within 30 days before work is authorized to commence.
  - ii) Where repairs, remodeling or other construction will only affect the program or services of one party, that party shall be fully responsible for the cost.

- iii) Where repairs, remodeling or other construction affect both parties, cost responsibility shall be allocated based on the pro rata share percentage of square feet being used by each party.

**5) Common Expenses:** This section describes common or occupancy related costs for utilities and services such as electric, water, pest control and janitorial service. The list of services in this section are only examples of such types of occupancy related costs, but; are not necessarily representative of all such occupancy costs. Costs considered in this section are related to the general upkeep, routine maintenance, and utility usage of the facility. The Department will continue to arrange, manage and pay for these services and utilities and the HCD will reimburse the Department its pro-rata share of these costs based on the pro-rata allocation as prescribed in section 1.c. This reimbursement will be paid by the HCD on a quarterly interval based on pro-forma estimated rate per square foot of each facility occupied by the HCD (Attachment A). This rate per square foot shall be reviewed and updated on an annual basis or more frequently if costs or services provided in this section are modified or the cost of such services changes materially.

- a) **Utilities:** including but not limited to electricity, water, sewage services, and garbage disposal shall be considered "common expenses" pursuant to Article 5 herein. The Department shall arrange for the provision of utilities and the HCD shall reimburse the Department for utilities used at the facilities based upon the HCD's share of utility costs based upon its pro rata share of square feet of space used by the HCD.
- b) **Security Services:** The HCD agrees that the Department will provide security including during operating and non-operating hours consisting of a monitored alarm system, at the facilities listed in section 1.c. of this agreement. The Department will respond to calls that come from security vendor and notify the HCD immediately. The HCD and the Department agree that the cost of security shall be considered a "common expense" pursuant to Article 5 herein and shall be allocated between the parties based upon the pro rata share of square footage used by each party. If the HCD opens the facilities at times other than Department's normal operating hours, the HCD will notify the Department in writing and the HCD shall be responsible for any additional costs incurred.
- c) **Refrigeration Monitoring:** The Department will leave the refrigeration unit Temperature-Monitoring Devices (TMD) in place. It will be the responsibility of the HCD to reprogram the TMD threshold violations notification sequence and to establish the reporting thresholds of each TMD. The HCD will also be responsible for periodically calling the TMD units to verify they are operating properly. The Department and the HCD will work out a system of notification when an alarm call is detected.
- d) **Biomedical Waste Services:** The Department and the HCD agree that the Department shall continue existing disposition of biomedical waste. The Department and the HCD agree that the cost of biomedical waste services shall be considered a "common expense" pursuant to Article 5 herein and shall be allocated between the parties based upon the pro rata share of square footage used by each party.
- e) **Housekeeping Services:** The Department and the HCD agree that the Department shall continue existing housekeeping services at the facilities listed in section 1.c. of this agreement, with a housekeeping contractor. The Department and the HCD agree that the cost of Housekeeping services shall be considered a "common expense" pursuant to Article 5 herein and shall be allocated between the parties based upon the pro rata share of square footage used by each party.



- f) **Pest Control Services:** The Department shall arrange for pest control services at the facilities listed in section 1.c. of this agreement, which shall be considered a "common expense" pursuant to Article 5 of this Agreement. The Department and the HCD agree that the cost of Pest Control services shall be allocated between the parties based upon the square footage used by each party.
  - g) **Landscaping Services:** The Department shall arrange for landscaping services at the facilities listed in section 1.c. of this agreement, which shall be considered a "common expense" pursuant to Article 5 of this Agreement. The Department and the HCD agree that the cost of landscaping services shall be allocated between the parties based upon the pro rata share of square footage used by each party.
  - h) **Fire Inspection Services:** The Department shall coordinate fire inspections at the facilities listed in section 1.c. of this agreement, which shall be considered a "common expense" pursuant to Article 5 of this Agreement. The Department and the HCD agree that the cost of fire inspections services shall be allocated between the parties based upon each party's pro rata share of square footage used by each party.
  - i) The Department will be responsible for the maintenance and upkeep of the currently installed video surveillance system. The Department will make the building video surveillance system available to the HCD for security and investigation related issues. If requested, the Department will assist the HCD with video database searches and image retrieval. In the event the HCD deems it necessary to install additional video surveillance cameras, the HCD will be responsible for the installation and cost of the cable and cameras and all other necessary costs incurred at its request.
  - j) Other such services or utilities as deemed necessary resulting from the HCD and Department occupancy of the facilities.
- 6) HCD Expense:** This section describes common or occupancy related costs for services and related equipment that will be procured and provided at the sole expense of the HCD. These include, but are not limited to items such as medical supplies, office supplies, telephone and information technology equipment and services. The Department will have no responsibility for these items whether it be financial or managerial.
- a) **Supplies:** The HCD will be responsible for all office and medical supplies, pharmaceuticals, and miscellaneous supplies as per their requirement.
  - b) **Phone System Maintenance:** The HCD shall provide phone system maintenance services at the subject facilities.
  - c) **Information Technology Equipment:** The HCD shall provide all required information technology hardware, wiring and data circuits necessary for the operation. The Department will retain ownership of all MIS Hardware that is in on current list of inventory. Should there be any remaining Department owned MIS hardware not being used by the Department, the Department will remove within 30 days of notification by the HCD, any Department's MIS hardware from the areas to be used by the HCD to make room for the HCD's MIS hardware.
  - d) The HCD will be responsible for the installation, operation, maintenance and costs for data communication service at the Health Centers listed in section 1c. The HCD will maintain the HCD's communications equipment and will make all programming changes, operating system and firmware updates required. The HCD will coordinate the cable installation with the Department's Information Technology Division. The HCD will not make any changes or alterations to the

Departments existing network cable infrastructure or network/communications equipment.

- e) The HCD agrees to supply a list of authorized individuals authorized to access the data/telecom closets at each respective facility. HCD acknowledges this list will be subject to the review and approval of the Department.
- f) The Department's Data Center Director will be the point of contact for the resolution of any information technology issues, problems, discrepancies or disagreements. In the event the Data Center Director is unavailable, and alternate will be named upon request.

**7) Assets:** The Department agrees to lease at no cost to HCD all current inventory of equipment used in the clinical areas assumed by the HCD at no cost to the HCD, for the duration of this agreement.

- a) The parties agree that all equipment physically transferred to the HCD remains the property of Palm Beach County Board of County Commissioners (County), and that it is leased on an "as is" basis for the use of HCD in the referenced clinic locations.
- b) The Department maintains an electronic inventory system of all such equipment.
- c) The Department conducts a physical inventory of all such equipment semi-annually.
- d) The HCD agrees to provide access to all such equipment to the Department for inspection and physical inventory purpose.
- e) The HCD agrees that all equipment will be maintained and used in accordance with its designed purpose. Should the HCD cause damage to such equipment due to misuse and or require repair or replacement of any of the equipment due to normal wear and tear, all such costs of repair, maintenance and including replacement will be the sole responsibility of the HCD.
- f) The HCD agrees to be responsible for any maintenance, calibration, and/or repair costs for equipment owned by the County and utilized by the HCD and shall hold the Department harmless of any injury or other adverse event/outcome that occurs as a result of this equipment.
- g) The HCD agrees that all equipment will be maintained in accordance with specifications of the manufacturer. The HCD agrees to adhere to all manufacturers' recommended maintenance schedules for Department owned equipment. The HCD will be responsible for all costs associated with said maintenance.
- h) The HCD will notify the Department of any instance where such equipment is deemed unfit for use and needs to be disposed of. The Department will determine if equipment is to be disposed of, then if disposed of, it should be disposed of in accordance with the rules and regulations of the County. The HCD is not authorized to dispose of any such equipment under any circumstances other than what is described above.
- i) The parties agree that during this Agreement, all equipment purchased or replaced by the HCD shall belong and become an asset to/of the HCD.

- j) The HCD agrees that should this Agreement be terminated, all Department or Palm Beach County equipment transferred at the time this Agreement was signed or subsequently transferred, will be returned to the Department or to the County, as applicable. Upon termination of this Agreement, the Department will accept all returned equipment "as is."

**8) HCD's Obligation to Reimburse the Department:**

- a) The Department shall invoice the HCD Quarterly for all payments due under this agreement. Amounts to be invoiced are depicted in **Attachment A**. The Department will not provide additional back up documents that are not defined by this agreement, unless agreed to by both parties.
- b) The HCD has five (5) working days to inspect and report to the Department any error(s) found in the quarterly invoice. The HCD shall have twenty (20) days after acceptance of such invoice to pay the Department.
- c) The reimbursement rate per square foot on **Attachment A** shall be reviewed and updated on an annual basis or more frequently if costs or services provided in this section are modified or changed. Any change in the reimbursement rate will require amendment to this agreement.

Attachment A

TOTAL OF CLINIC, PHARMACY & ELIGIBILITY FACILITIES							
Schedule of County owned Facilities:							
Facility Name	Address	City	State	Zip	Total Building Square Footage (sq.ft.)	Total Building Common sq.ft.	Common Space Factor
Delray Beach Health Center	225 S. Congress Ave.	Delray Beach	FL	33445	35,900	9,317	26.0%
Lantana Health Center	1250 Southwind Dr.	Lantana	FL	33462	35,909	9,847	28.9%
C.L. Brumback Health Center	38754 State Rd 60	Belle Glade	FL	33430	35,437	10,870	31.0%
Schedule of State owned Facilities:							
West Palm Beach Health Center	1150 45th Street	West Palm Beach	FL	33407	61,102	12,668	20.7%

HCD				
Occupied sq.ft.	Common Space Allocation	Total sq.ft.	Common Expense Rate per sq.ft.	Annual Pro-Rata share of Common Expense
5,068	1,320	6,408	\$ 7.00	\$ 44,841.66
4,743	1,276	6,018	\$ 7.00	\$ 42,122.73
4,172	1,291	5,463	\$ 7.00	\$ 38,244.49
7,245	1,502	8,747	\$ 7.00	\$ 61,227.85

Total Annual Cost	\$ 186,436.73
# of Quarters	4
Quarterly Cost	\$ 46,609.18

Attachment A

FINANCIAL STATEMENT - COUNTY OWNED FACILITIES

Schedule of County owned Facilities:

Facility Name	Address	City	State	Zip	Total Building Square Footage (sq.ft.)	Total Building Common sq.ft.	Common Space Factor
Delray Beach Health Center	225 S. Congress Ave.	Delray Beach	FL	33445	35,900	9,317	26.0%
Lantana Health Center	1250 Southwinds Dr.	Lantana	FL	33462	35,900	9,647	26.9%
C.L. Brumback Health Center	38754 Slate Rd 80	Belle Glade	FL	33430	35,437	10,970	31.0%

FINANCIAL STATEMENT - STATE OWNED FACILITIES

Occupied sq.ft.	Common Space Allocation	Total sq.ft.	Common Expense Rate per sq.ft.	Annual Pro-Rata share of Common Expense
2,742	712	3,454	\$ 7.00	\$ 24,175.35
2,644	710	3,354	\$ 7.00	\$ 23,481.45
2,846	881	3,727	\$ 7.00	\$ 26,089.12

Schedule of State owned Facilities:

West Palm Beach Health Center	1150 45th Street	West Palm Beach	FL	33407	61,102	12,666	20.7%
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5,193	1,076	6,269	\$ 7.00	\$ 43,886.30
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Total Annual Cost	\$ 117,632.22
# of Quarters	4
Quarterly Cost	\$ 29,408.05

Attachment A

PHARMACY FACILITIES								HCD				
Schedule of County owned Facilities:												
Facility Name	Address	City	State	Zip	Total Building Square Footage (sq.ft.)	Total Building Common sq.ft.	Common Space Factor	Occupied sq.ft.	Common Space Allocation	Total sq.ft.	Common Expense Rate per sq.ft.	Annual Pro-Rata share of Common Expense
Delray Beach Health Center	225 S. Congress Ave.	Delray Beach	FL	33445	35,900	9,317	26.0%	714	185	899	\$ 7.00	\$ 6,295.11
Lantana Health Center	1250 Southwinds Dr.	Lantana	FL	33462	35,900	9,647	26.9%	712	191	903	\$ 7.00	\$ 6,323.29
C.L. Brumback Health Center	38754 State Rd 80	Belle Glade	FL	33430	35,437	10,970	31.0%	876	271	1,147	\$ 7.00	\$ 8,030.24
Schedule of State owned Facilities:												
West Palm Beach Health Center	1150 45th Street	West Palm Beach	FL	33407	61,102	12,666	20.7%	867	180	1,047	\$ 7.00	\$ 7,327.08
Total Annual Cost											\$ 27,975.71	
# of Quarters											4	
Quarterly Cost											\$ 6,993.93	

Attachment A

ELIGIBILITY FACILITIES								H&B				
Schedule of County owned Facilities:												
Facility Name	Address	City	State	Zip	Total Building Square Footage (sq.ft.)	Total Building Common sq.ft.	Common Space Factor	Occupied sq.ft.	Common Space Allocation	Total sq.ft.	Common Expense Rate per sq.ft.	Annual Pro-Rata share of Common Expense
Delray Beach Health Center	225 S. Congress Ave.	Delray Beach	FL	33445	35,890	9,317	26.0%	1,630	423	2,053	\$ 7.00	\$ 14,371.20
Lantana Health Center	1250 Southwinds Dr.	Lantana	FL	33462	35,900	9,647	26.9%	1,387	373	1,760	\$ 7.00	\$ 12,317.99
C.L. Brumback Health Center	38754 State Rd 80	Belle Glade	FL	33430	35,437	10,970	31.0%	450	138	589	\$ 7.00	\$ 4,125.12
Schedule of State owned Facilities:												
West Palm Beach Health Center	1150 45th Street	West Palm Beach	FL	33407	61,102	12,666	20.7%	1,185	248	1,431	\$ 7.00	\$ 10,014.49

Total Annual Cost \$ 40,828.80  
# of Quarters 4  
Quarterly Cost \$ 10,207.20

## Space Allocation Analysis Summary all Facilities

### Total Overall Floor Areas:

C.L. Brumback First Floor	24,417 g.s.f.
C.L. Brumback Second Floor	11,020 g.s.f.
Delray Beach First Floor	24,880 g.s.f.
Delray Beach Second Floor	11,020 g.s.f.
Lantana Lake Worth First Floor	24,880 g.s.f.
Lantana Lake Worth Second Floor	11,020 g.s.f.
West Palm Beach First Floor	42,392 g.s.f.
West Palm Beach Second Floor	18,710 g.s.f.
Total	168,339 g.s.f.

### Common Areas:

C.L. Brumback First Floor	7,759 g.s.f.
C.L. Brumback Second Floor	3,211 g.s.f.
Delray Beach First Floor	7,742 g.s.f.
Delray Beach Second Floor	1,575 g.s.f.
Lantana Lake Worth First Floor	7,746 g.s.f.
Lantana Lake Worth Second Floor	1,901 g.s.f.
West Palm Beach First Floor	9,238 g.s.f.
West Palm Beach Second Floor	3,428 g.s.f.
Total	42,600 g.s.f.

### Health Care District:

C.L. Brumback First Floor	4,172 g.s.f.
Delray Beach First Floor	3,456 g.s.f.
Delray Beach Second Floor	1,630 g.s.f.
Lantana Lake Worth First Floor	3,356 g.s.f.
Lantana Lake Worth Second Floor	1,387 g.s.f.
West Palm Beach First Floor	6,060 g.s.f.
West Palm Beach Second Floor	1,185 g.s.f.
Total	21,246 g.s.f.



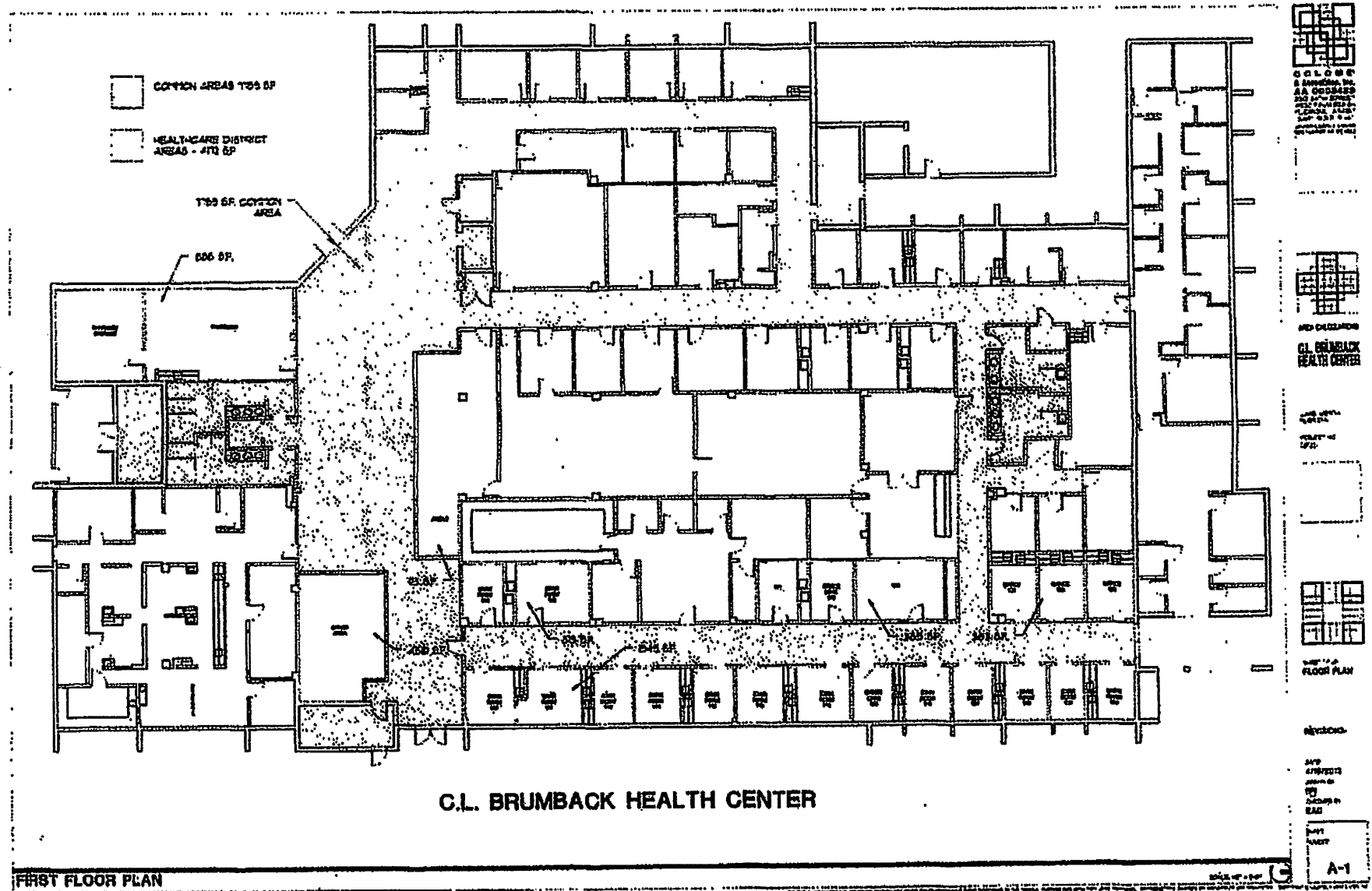
**C.L. Brumback Health Center Space Analysis**

<b>Common Floor Area First Floor:</b>	<b>7,759 g.s.f.</b>
<b>Common Floor Area Second Floor:</b>	<b>3,211 g.s.f.</b>
<b>Individual Net Health District Areas:</b>	
Pharmacy Storage	324 n.s.f.
Pharmacy	552 n.s.f.
Area 2	113 n.s.f.
Office Area	450 n.s.f.
Exam Room 174	107 n.s.f.
Exam Room 173	184 n.s.f.
Office LSMC 170	113 n.s.f.
169	237 n.s.f.
Office 124	106 n.s.f.
Office 123	109 n.s.f.
Office 122	171 n.s.f.
Exam Room 120	91 n.s.f.
Exam Room 119	88 n.s.f.
Exam Room 118	104 n.s.f.
Exam Room 117	98 n.s.f.
Office LSMC 115	98 n.s.f.
Exam Room 114	127 n.s.f.
Exam Room 113	117 n.s.f.
Exam Room 112	99 n.s.f.
Exam Room 111	113 n.s.f.
Exam Room 110	97 n.s.f.
Exam Room 109	141 n.s.f.
Exam Room 108	119 n.s.f.
Exam Room 116	111 n.s.f.
Room 171	103 n.s.f.

**Total Gross Health District Areas: 4,172 g.s.f.**

**Note:**

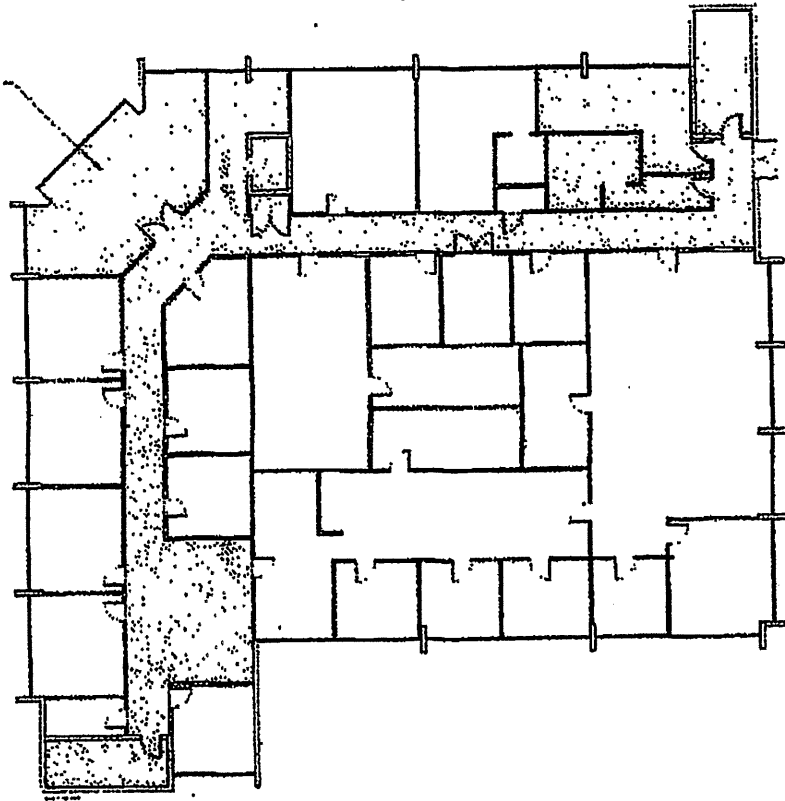
Individual rooms are net square footage. Overall areas are gross square footage.



COTTON AREAS - 312 SF

HEALTHCARE DISTRICT  
AREAS - 10 SF, GROSS

312 SF COTTON  
AREA



# C.L. BRUMBAUGH HEALTH CENTER

SECOND FLOOR PLAN



C.L. BRUMBAUGH  
HEALTH CENTER

1000  
1000  
1000



AND THE  
FLOOR PLAN

REVISIONS:

DATE  
APPROVED  
BY  
DATE  
BY

## **Delray Beach Health Center Space Analysis**

<b>Common Floor Area First Floor:</b>	<b>7,742 g.s.f.</b>
<b>Common Floor Area Second Floor:</b>	<b>1,575 g.s.f.</b>

### **Individual Net Health District Areas First Floor:**

<b>1-102 Pharmacy Storage</b>	<b>254 n.s.f.</b>
<b>1-101 Pharmacy</b>	<b>460 n.s.f.</b>
<b>1-314 Cashier (partial)</b>	<b>233 n.s.f.</b>
<b>1-313 Pep</b>	<b>96 n.s.f.</b>
<b>1-312 Maternity Exam</b>	<b>93 n.s.f.</b>
<b>1-311 Maternity Post</b>	<b>84 n.s.f.</b>
<b>1-310 Maternity Post</b>	<b>82 n.s.f.</b>
<b>1-309 Maternity Exam</b>	<b>83 n.s.f.</b>
<b>1-508 Maternity Waiting</b>	<b>347 n.s.f.</b>
<b>1-509 Maternity Intake</b>	<b>102 n.s.f.</b>
<b>1-507 Adult Medical Waiting</b>	<b>359 n.s.f.</b>
<b>1-608 Med Exam</b>	<b>132 n.s.f.</b>
<b>1-710 Post Counsel</b>	<b>85 n.s.f.</b>
<b>1-709 Exam</b>	<b>81 n.s.f.</b>
<b>1-708 Immunization Waiting</b>	<b>78 n.s.f.</b>
<b>Immunization Triage</b>	<b>100 n.s.f.</b>
<b>1-615 Med Post Counsel</b>	<b>94 n.s.f.</b>
<b>1-614 Med Post Counsel</b>	<b>101 n.s.f.</b>
<b>1-613 Med Intake</b>	<b>109 n.s.f.</b>
<b>1-612 Med Exam</b>	<b>84 n.s.f.</b>
<b>1-611 Med Exam</b>	<b>99 n.s.f.</b>
<b>1-610 Med Exam</b>	<b>83 n.s.f.</b>
<b>1-609 Med Exam</b>	<b>70 n.s.f.</b>
<b>Total Gross Health District Areas First Floor:</b>	<b>3,456 g.s.f.</b>

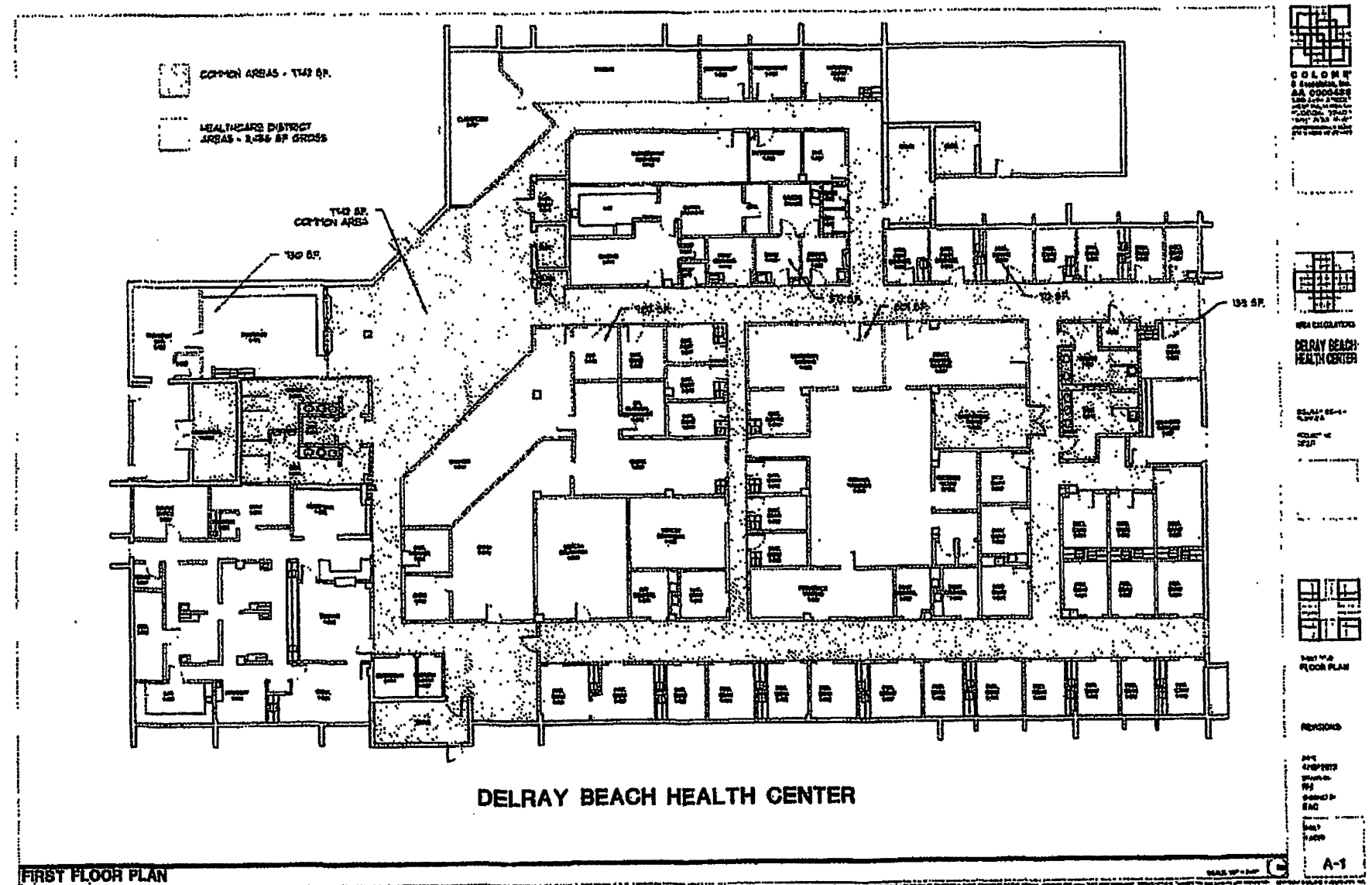
### **Individual Net Health District Areas Second Floor:**

<b>2-201 Storage</b>	<b>86 n.s.f.</b>
<b>Waiting</b>	<b>701 n.s.f.</b>
<b>2-106 HS Caseworker</b>	<b>88 n.s.f.</b>
<b>2-107 HS</b>	<b>88 n.s.f.</b>
<b>2-104 HRS Reception / Clerks</b>	<b>81 n.s.f.</b>
<b>2-113 HRS Clerks / Files</b>	<b>269 n.s.f.</b>
<b>2-108 HS Caseworker</b>	<b>73 n.s.f.</b>
<b>2-109 HS</b>	<b>94 n.s.f.</b>
<b>2-122 HS</b>	<b>97 n.s.f.</b>
<b>Total Gross Health District Areas Second Floor:</b>	<b>1,630 g.s.f.</b>

<b>Total Gross Health District Areas:</b>	<b>5,086 s.f.</b>
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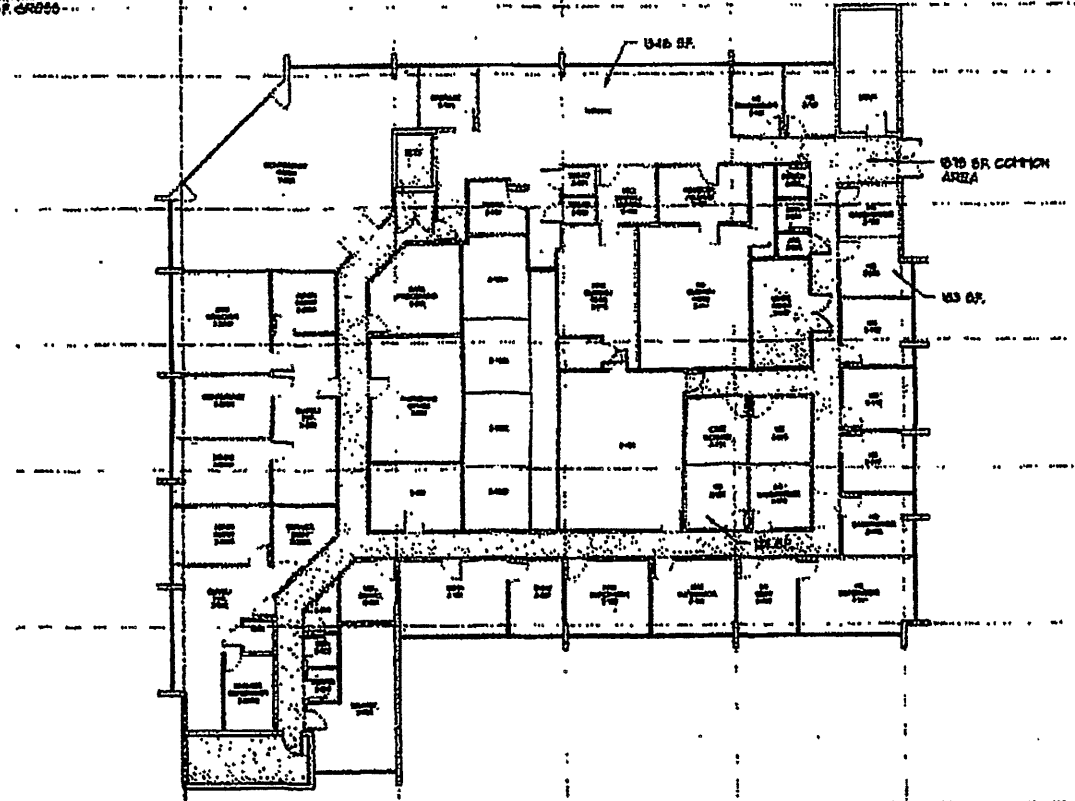
#### **Note:**

**Individual rooms are net square footage. Overall areas are gross square footage.**



COTTON AREAS - 810 SF.

HEALTHCARE DISTRICT AREAS - 1,630 SF. GROSS



DELRAY BEACH HEALTH CENTER

SECOND FLOOR PLAN

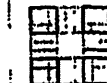


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## Lantana Lake Worth Health Center Space Analysis

Common Floor Area First Floor:	7,746 g.s.f.
Common Floor Area Second Floor:	1,901 g.s.f.

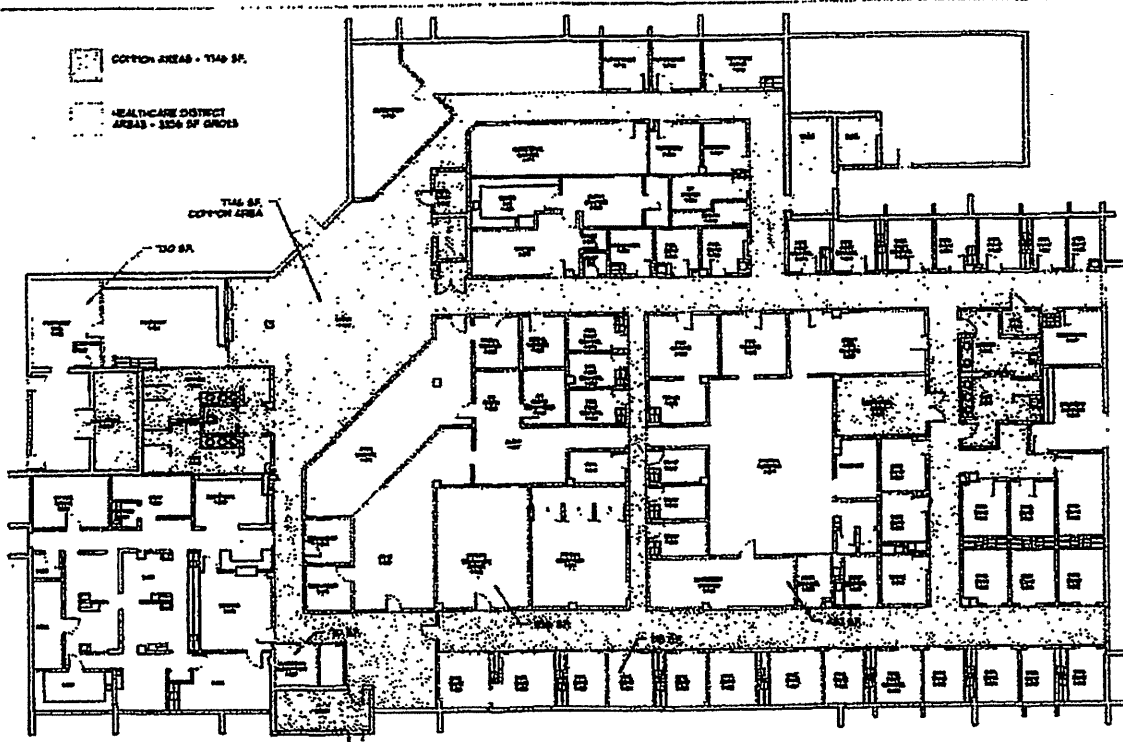
<b>Individual Net Health District Areas First Floor:</b>	
1-102 Pharmacy Storage	254 n.s.f.
1-101 Pharmacy	458 n.s.f.
1-314 Counselor	81 n.s.f.
1-307 SCHN	382 n.s.f.
1-312 Health Education Office	450 n.s.f.
1-514 Exam	78 n.s.f.
1-501 Maternity Waiting	288 n.s.f.
1-502 Post Counsel	78 n.s.f.
1-401 Maternity Exam	108 n.s.f.
1-402 Maternity Exam	141 n.s.f.
1-403 Maternity Exam	97 n.s.f.
1-404 Maternity Exam	113 n.s.f.
1-405 Maternity Exam	99 n.s.f.
1-406 Maternity Exam	117 n.s.f.
1-407 Maternity Exam	127 n.s.f.
1-408 Maternity Exam	98 n.s.f.
1-409 Maternity Post Counsel	111 n.s.f.
1-007 Custodian Supervisor	70 n.s.f.
<b>Total Gross Health District Areas First Floor:</b>	<b>3,356 g.s.f.</b>

<b>Individual Net Health District Areas Second Floor:</b>	
HRS / HS Waiting	683 n.s.f.
2-107 HS	83 n.s.f.
2-108 HS	96 n.s.f.
2-109 HS	85 n.s.f.
2-110 HS	85 n.s.f.
2-111 HS	87 n.s.f.
2-304 HRS Caseworker	95 n.s.f.
2-303 HRS Supervisor	129 n.s.f.
<b>Total Gross Health District Areas Second Floor:</b>	<b>1,387 g.s.f.</b>

Total Gross Health District Areas:	4,737 g.s.f.
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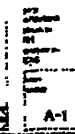
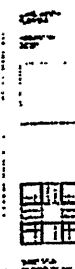
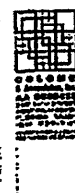
**Note:**

Individual rooms are net square footage. Overall areas are gross square footage.



LANTANA LAKE WORTH HEALTH CENTER

FIRST FLOOR PLAN



A-1





## **West Palm Beach Health Center Space Analysis**

<b>Common Floor Area First Floor:</b>	<b>9,238 g.s.f.</b>
<b>Common Floor Area Second Floor:</b>	<b>3,428 g.s.f.</b>

<b>Individual Net Health District Areas First Floor:</b>	
<b>Coder</b>	<b>128 n.s.f.</b>
<b>Cashier</b>	<b>184 n.s.f.</b>
<b>Exam Rooms (typical)</b>	<b>117 n.s.f.</b>
<b>Pharmacy Area</b>	<b>867 n.s.f.</b>
<b>Adult Clinic Waiting Room</b>	<b>1,295 n.s.f.</b>

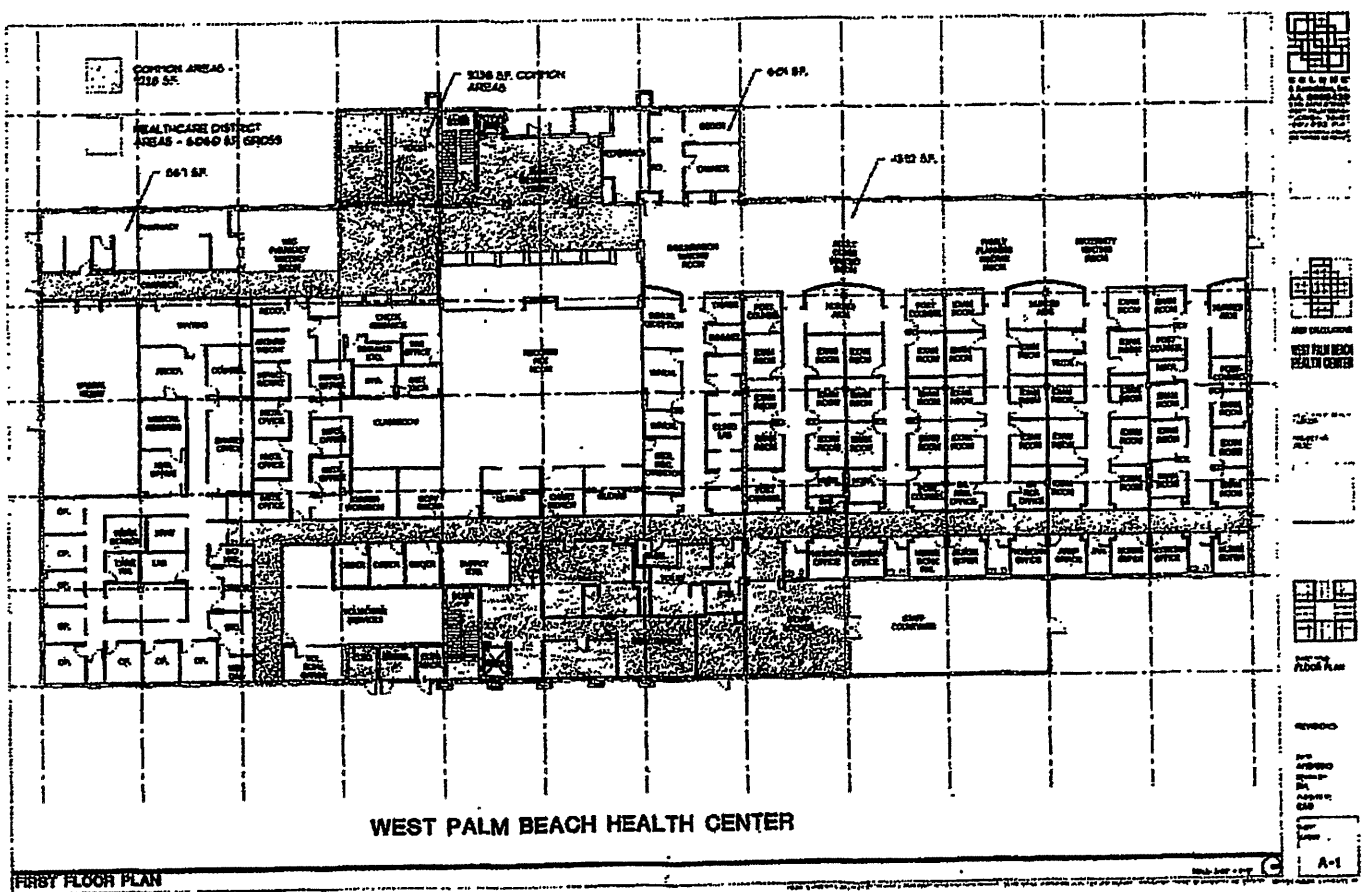
<b>Total Gross Health District Areas First Floor:</b>	<b>6,060 g.s.f.</b>
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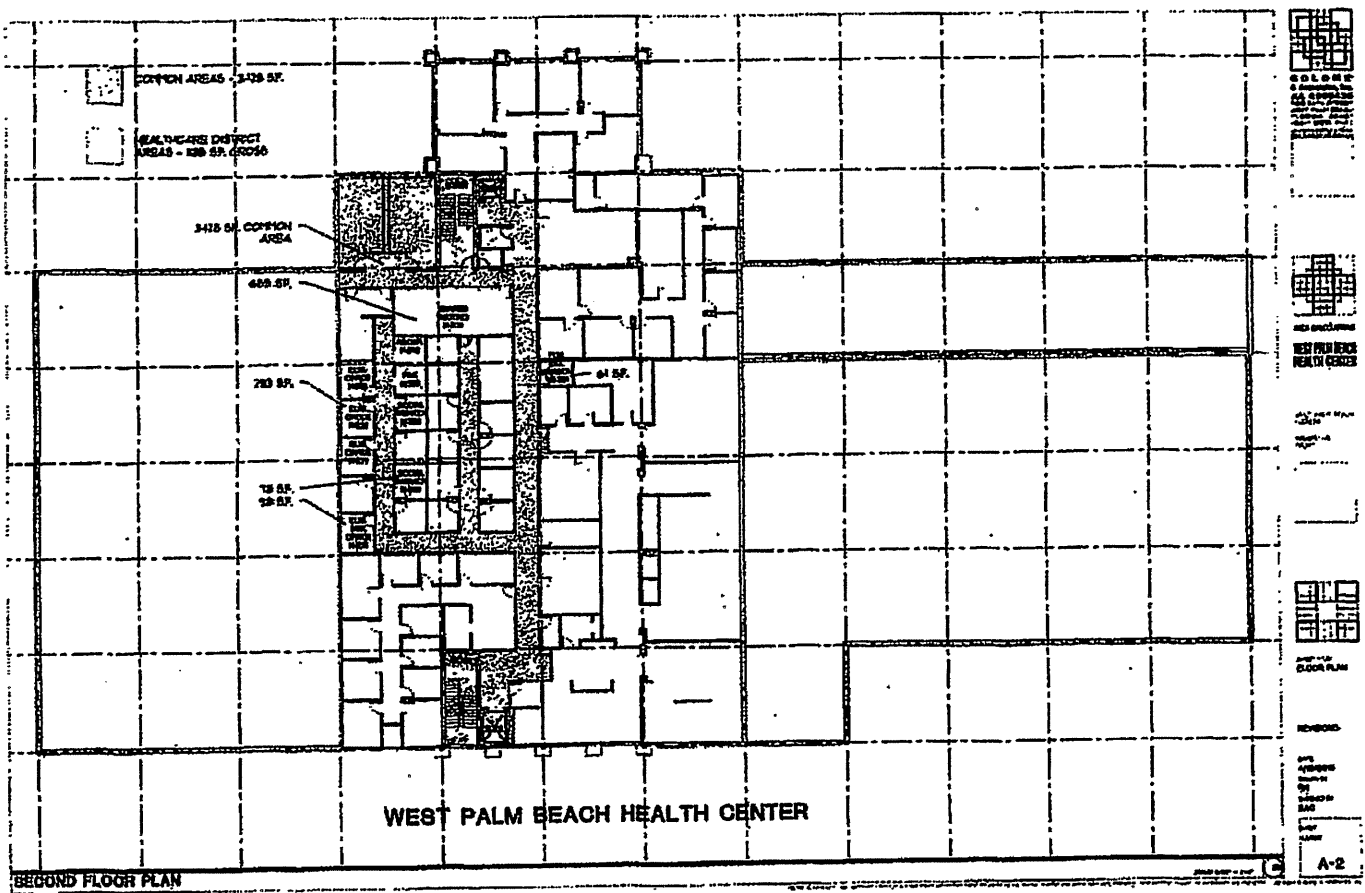
<b>Individual Net Health District Areas Second Floor:</b>	
<b>H-200 Shared Waiting</b>	<b>405 n.s.f.</b>
<b>H-210 Receptionist</b>	<b>60 n.s.f.</b>
<b>H-225 File</b>	<b>62 n.s.f.</b>
<b>H-203 Social Worker</b>	<b>74 n.s.f.</b>
<b>H-216 Social Worker</b>	<b>78 n.s.f.</b>
<b>H-223 Elig. Office</b>	<b>89 n.s.f.</b>
<b>H-222 Elig. Office</b>	<b>89 n.s.f.</b>
<b>H-221 Elig. Office</b>	<b>89 n.s.f.</b>
<b>H-215 Elig. Sup. Office</b>	<b>98 n.s.f.</b>
<b>VS-201 Fun. Dir. Workroom</b>	<b>61 n.s.f.</b>
<b>Total Gross Health District Areas Second Floor:</b>	<b>1,185 g.s.f.</b>

<b>Total Gross Health District Areas:</b>	<b>7,245 g.s.f.</b>
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**Note:**

**Individual rooms are net square footage. Overall areas are gross square footage.**





**Florida Department of Health Palm Beach County  
Clinic Site Locations and Services**

Health Center	Address	Telephone	Hours	Services
C.L. Brumback	38754 State Road 80 Belle Glade, FL 33430-5615	561.996.1600 Fax Administration 561.996.1612 Fax Medical Records 561.992.8363	Monday, Wednesday, Thursday & Friday 7:30 a.m. - 5:00 p.m. Tuesday 7:00 a.m. - 6:00 p.m.	Maternity, Family Planning/Sexual Health, Gynecology, Immunizations Nutrition, Dental, Infectious Disease, Health Education, WIC Laboratory Services, Teen Time Clinic
Delray Beach	225 South Congress Avenue Delray Beach, FL 33445-4616	561.274.3100 Fax Administration 561.274.3144 Fax Medical Records 561.266.6629	Monday - Friday 7:30 a.m. - 5:00 p.m. (Wednesday Teen Time 3:00 pm to 5:00 pm) 7:30 a.m. - 6:00 p.m.	Maternity, Family Planning/Sexual Health, Gynecology, Immunizations Nutrition, Dental, Infectious Disease, Health Education, WIC, Laboratory Services
Delray Annex	345 South Congress Avenue Delray Beach, FL 33445-4617	561.274.3100 Fax Administration & Medical Records 561.274.3103	Monday - Friday 7:30 a.m. to 5:00 p.m.	Infectious Diseases, Laboratory Services
Jupiter Auxiliary	6405 Indiantown Road Jupiter, FL 33458-3952	561.746.6751 Fax: 561.746.9861	Monday-Friday, 8:00 a.m. - 5:00 p.m.	Maternity, Immunizations, WIC, Laboratory Services
Lantana/Lake Worth	1250 Southwinds Drive Lantana, FL 33462-1459	561.547.6800 Fax Administration 561.540.4404 Fax Medical Records 561.547.6865	Monday - Friday 7:30 a.m. to 5:00 p.m.	Maternity, Family Planning/Sexual Health, Gynecology, Immunizations (including over seas), Nutrition, Dental, Health Education, WIC, Laboratory Services
Northeast	851 Avenue "P" Riviera Beach, FL 33404-2361	561.803.7362 Fax Medical Records 561.840.0168	Monday - Friday 7:30 a.m. - 5:00 p.m.	Refugee Health Screening, Laboratory Services, Dental
Pahokee Glades	1839 East Main Street Pahokee, FL 33476-1113	561.924.4500 Fax 561.924.4510	Monday-Friday 7:30 a.m. - 4:30 p.m.	Maternity, Family Planning/Sexual Health, Immunizations, Laboratory Services, WIC, Nutrition, Teen Time Clinic, Health Education, Laboratory Services
Pahokee Dental (Located at St. Mary's Catholic Church)	1200 East Main Street Pahokee, FL 33476-1102	561.924.0184 Fax: 561.924.2516	Tuesday - Wednesday 7:00 a.m. - 3:00 p.m.	Dental Services
Riviera Beach Dental	7289 Garden Road Riviera Beach, FL 33404-4919	561.804.7950 Fax 561.804.7993	Monday-Friday 8:00 a.m. - 5:00 p.m.	Dental Services
West Palm Beach	1150 45th Street West Palm Beach, FL 33407-2361	561.514.5300 Fax 561.514.5338	Monday - Friday 7:00 a.m. - 5:00 p.m.	Maternity, Family Planning/Sexual Health, Gynecology, Immunizations Nutrition, Dental, Infectious Disease, Health Education, WIC Laboratory Services
The Senator Philip D. Lewis Center (Resource Center)	1000 45th Street West Palm Beach, FL 33407-2434	561.904.7898 Fax: 561.845.4656	Monday - Friday 7:30 a.m. - 5:00 p.m.	Medical Screening for Communicable Diseases, Laboratory Services
Central Appointment Line	851 Avenue "P" Riviera Beach, FL 33404-7258	561.625.5180 or 1-855-438-2778	Monday - Friday 7:30 a.m. - 6:00 p.m.	DOH Appointments

**Detailed Continued Services**

**1. Communicable/ Infections Diseases.**

- Specialty Medical Care
- Case Management
- Confidential Counseling & Testing for HIV Antibodies
- Mental Health
- Substance Abuse Coordinated Care
- Nutrition Assessment & Counseling
- AIDS Drug Assistance Program (ADAP)
- Ryan White Referral Services

**2. Dental Services.**

- Emergency Dental Care, including extractions
- Basic Restorative Dental Care, (Fillings)
- Preventive Dental Care (Cleanings, Fluoride Treatments, Oral Hygiene, Dental Sealants)

**3. Maternity and Gynecological Services.**

**a) Maternity (Obstetrics - Prenatal & Postnatal Services)**

- Prenatal Risk Assessments
- Maternity Check-ups with Delivery Referral to Local Hospital
- Maternity Education & Counseling
- Laboratory Testing
- Prenatal Health Insurance Assistance (SOBRA / PEPW)

**b) Gynecological**

- GYN Evaluation (for fibroids, ovarian cysts, etc.)
- Pap Tests
- Mammogram Referral
- Colposcopy
- HIV/STD Screening
- Post Menopausal Evaluation & Treatment

**4. Family Planning/Sexual Health.**

- Post Partum Check-ups
- Pregnancy Testing
- Variety of Birth Control Methods
- Mammogram Referral
- HIV/STD Prevention
- Infertility Evaluation
- Teen Clinic
- Laboratory Testing

**5. Laboratory Services**

- Laboratory services are provided by Brumback and the Department. Brumback provides four (4) in-house lab tests, Urine Dipstick, Pregnancy Test and Glucose and PPD (A request to add additional lab tests for hemoglobin and hematocrit has been submitted to CLIA services and is pending approval). An In-House Lab Log is kept by Brumback to document all lab tests performed by Brumback each day. All other laboratory services are referred to the Department. Additionally, the Department will provide to Brumback referred patients laboratory screening services in the following areas, cancer, communicable diseases, cholesterol and blood lead test.

**6. WIC Services**

- Nutrition Assessment
- Nutrition Education and Counseling
- National Education Groups
- Breastfeeding Education and Support
- Breast Pump Loan Program
- Referrals for healthcare, immunizations and other community services

**Florida Department of Health Palm Beach County and the Health Care District of Palm Beach County  
Service Agreement Reimbursement Rates**

HCD / DOH Patients		
Service	Insured (Medicaid, Medicare, HCD Only)	Uninsured
Maternity Care (OB)	Bill Insurance	\$60 per visit
GYN	Bill Insurance	\$60 per visit
Communicable/ Infectious Disease	Bill Insurance	\$60 per visit
Family Planning/ Sexual Health	Bill Insurance	\$60 per visit
Laboratory Services	Bill Insurance	\$10 per test * or 90% of Medicaid
Dental Services	Bill Insurance	\$100 per visit
DOH – Available Specialists (Volunteer Provider Program) **	N/A	\$60 per visit
Total Allocated for Services: \$2,000,000 (annually; HCD fiscal year)		

- \* For reference lab tests, reimbursement is 100% of outside lab charge (identified with CPT modifier of 90)  
\$10 reimbursement for CBC, CBC w/Diff, CMP, Lipid, Hgb A1c, TSH, PSA, UA, Lead, FIT (Fecal Occult) HepC (HCV Ab) only  
all other reimbursement at 90% Medicaid rate (80% Medicare if Medicaid CPT does not exist).
- \*\* Current specialist include (Podiatry, Pulmonology, Orthopedics) (subject to change)



INVOICE FORMAT

The following format should be prepared in a spreadsheet compatible format. Below is an example format.

TO: Health Care District of Palm Beach County  
ATTN: Thomas Cleare, PhD, MBA  
Chief Program Officer  
2601 10th Avenue North, Suite 100  
Palm Springs, FL 33461-3133  
tcleare@hcdpbc.org  
  
RE: Florida Department of Health, Palm Beach County Master Agreement

With a copy to:  
Lisa Sulger  
Administrative Assistant to CFO  
2601 10th Avenue North, Suite 100  
Palm Springs, FL 33461-3133  
lsulger@hcdpbc.org

<u>PATIENT IDENTIFIER/CPT Code</u>	<u>NUMBER OF VISITS</u>	<u>TOTAL COST</u>
XJG10345	1	\$0.00
MJW22134	1	\$0.00
Total:	# visits @ \$0/ca=	\$0.00

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**SECOND AMENDMENT TO MASTER AGREEMENT BETWEEN  
DEPARTMENT OF HEALTH, PALM BEACH COUNTY AND THE  
HEALTH CARE DISTRICT OF PALM BEACH COUNTY**

ID#11000279

THIS SECOND AMENDMENT TO MASTER AGREEMENT ("Amendment") is made and entered into on the 1 day of July, 2015 ("Effective Date"), by and between the Health Care District of Palm Beach County ("District"), an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (2003 Fla. Laws 326-2003), and Florida Department of Health, Palm Beach County ("DOH PBC"), collectively referred to as the Parties.

**RECITALS**

**WHEREAS**, the Parties entered into a Master Agreement (ID#001764), dated on or about October 1, 2013 ("Agreement"), as have been amended by First Amendment to Master Agreement (ID#002268), dated on or about October 1, 2014; and

**WHEREAS**, the Parties desire to continue their relationship as set forth in the Agreement and believe it to be in their mutual best interest to modify the Agreement in accordance with the terms and conditions set forth below in this Amendment; and

**WHEREAS**, Section XII (a) of the Master Agreement provides for its amendment upon mutual written agreement of both Parties.


**NOW THEREFORE**, in consideration of the promises and mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties covenant and agree to the following terms and conditions:

1. **Recitals:** The foregoing recitals are hereby incorporated into this Amendment as true and correct.
2. **No Default:** The Parties agree that the Agreement remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Agreement.
3. **Amend Attachment A by deleting it in its entirety and replacing it with the Attachment A hereto.**
4. **Amend Attachment B by deleting it in its entirety and replacing it with the Attachment B hereto.**
5. **Agreement Unchanged:** Except as amended herein, all other provisions of the Agreement shall remain unchanged by this Amendment.
6. **Controlling Documents:** To the extent that there exists a conflict between this Amendment and the Agreement, the terms, conditions, covenants, and/or provisions of this Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.
7. **Entire agreement:** The Parties agree that the Agreement and this Amendment represent the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, either written or verbal, relating to this Amendment. This Amendment may be modified and amended only by written instrument executed by the Parties hereto.

agreements, either written or verbal, relating to this Amendment. This Amendment may be modified and amended only by written instrument executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized representatives on the date(s) set forth below.

**Department of Health, Palm Beach County**

By:  Paul A. McCoy

Name: Dr. Alina M. Alonso, MD

Title: Director


Date: 8/15/2015

**HEALTH CARE DISTRICT OF PALM BEACH COUNTY**

By: 

Date: AUGUST 14, 2015

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: 

Christy Gudder 8/14/15  
Ingram Legal Counsel

Health Care District of Palm Beach County

**ATTACHMENT: III**  
**(Revised 3/2019)**

Common Space Factor	Clinical Space		Pharmacy Space		Eligibility Space		Dental Space **	Total Space Usage
	Occupied	Common Space Allocation	Occupied	Common Space Allocation	Occupied	Common Space Allocation	Common and Occupied	
31.0%							2,439	2,439
26.0%	3,682	712	730	185	815	423	2,397	8,944
26.9%	2,705	710	730	191	2,709	373	2,427	9,845
20.7%	4,869	1,076	867	180	1,774	246	4,656	13,668
Total Square Footage:		Total Square Footage:		Total Square Footage:		Total Square Footage		
13,754		2,883		6,340		11,919		34,896
\$20.00 Rate per Sq. Ft.		\$20.00 Rate per Sq. Ft.		\$20.00 Rate per Sq. Ft.		\$20.00 Rate per Sq. Ft.		
Total Annual Cost		Total Annual Cost		Total Annual Cost		Total Annual Cost		
\$275,080		\$57,660		\$126,800		\$238,380		\$697,920

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Rick Scott**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Vision:** To be the Healthiest State in the Nation

March 20, 2015

**Dear Palm Beach County Health Department Dental Patient:**

Thank you for choosing us for your oral health needs. As your dental provider, we are committed to delivering high quality services. We have recently made some changes to our service delivery. The Florida Department of Health Palm Beach County (FDOHPBC) will no longer be providing primary care dental services, effective June 30, 2015. The Health Care District of Palm Beach County, Inc. will begin providing your primary dental services.

**What does this mean to you?**

1. All non-HIV patients clients seen in the Dental Clinics will become patients of the Health Care District, Inc.
2. All non-HIV dental services will continue to be provided in the following clinic locations:
  - Belle Glade Health Center (38754 SR 80, Belle Glade, FL 33430)
  - Delray Beach Health Center (225 South Congress Ave., Delray Beach, FL 33445)
  - Lantana Health Center (1250 Southwinds Drive, Lantana, FL 33462)
  - West Palm Beach Health Center (1150 45<sup>th</sup> St., WPB, FL 33407)
3. As a patient you should see no change in services from what you have experienced in the past. (for example the use of a sliding fee scale and insurance eligibility assistance).

In order to ensure continuity of your dental care, the Florida Department of Health Palm Beach County, can transfer your dental records to the Health Care District. Please provide your signature on the attached document to verify you wish to transfer your dental records to the Health Care District.

**Please call (561) 642-1000 to make a dental appointment with the Health Care District after June 30, 2015.**

Sincerely,

Jacqueline Lobban-Marsan, MPA  
Director, Health Access Division  
Assistant County Health Department Director – Chief of Operations

Form "A"  
Letter of Notification

**Florida Department of Health**  
Palm Beach County Division of Health Access  
Jacqueline Lobban-Marsan, MPA, Assistant County Health Department Director  
800 Clematis Street, Room # 5531, West Palm Beach, FL 33401-5107  
PHONE: 561-671-4036 • FAX 561-837-5180

**www.pbchd.org**  
**www.FloridasHealth.com**  
TWITTER: HealthyFLA  
FACEBOOK: FLDepartmentofHealth  
YOUTUBE: fdoh

**SECOND AMENDMENT TO MASTER AGREEMENT BETWEEN  
DEPARTMENT OF HEALTH, PALM BEACH COUNTY AND THE  
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ID#11000279

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**WHEREAS**, the Parties desire to continue their relationship as set forth in the Agreement and believe it to be in their mutual best interest to modify the Agreement in accordance with the terms and conditions set forth below in this Amendment; and

**WHEREAS**, Section XII (a) of the Master Agreement provides for its amendment upon mutual written agreement of both Parties.

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties covenant and agree to the following terms and conditions:

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized representatives on the date(s) set forth below.

Department of Health, Palm Beach County

By: Paul A. McCoy

Name: Alina M. Alonso, MD

Title: Director

Date: 8/15/2015

**HEALTH CARE DISTRICT OF PALM BEACH COUNTY**

By: [Signature]

Date: AUGUST 14, 2015

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: [Signature]

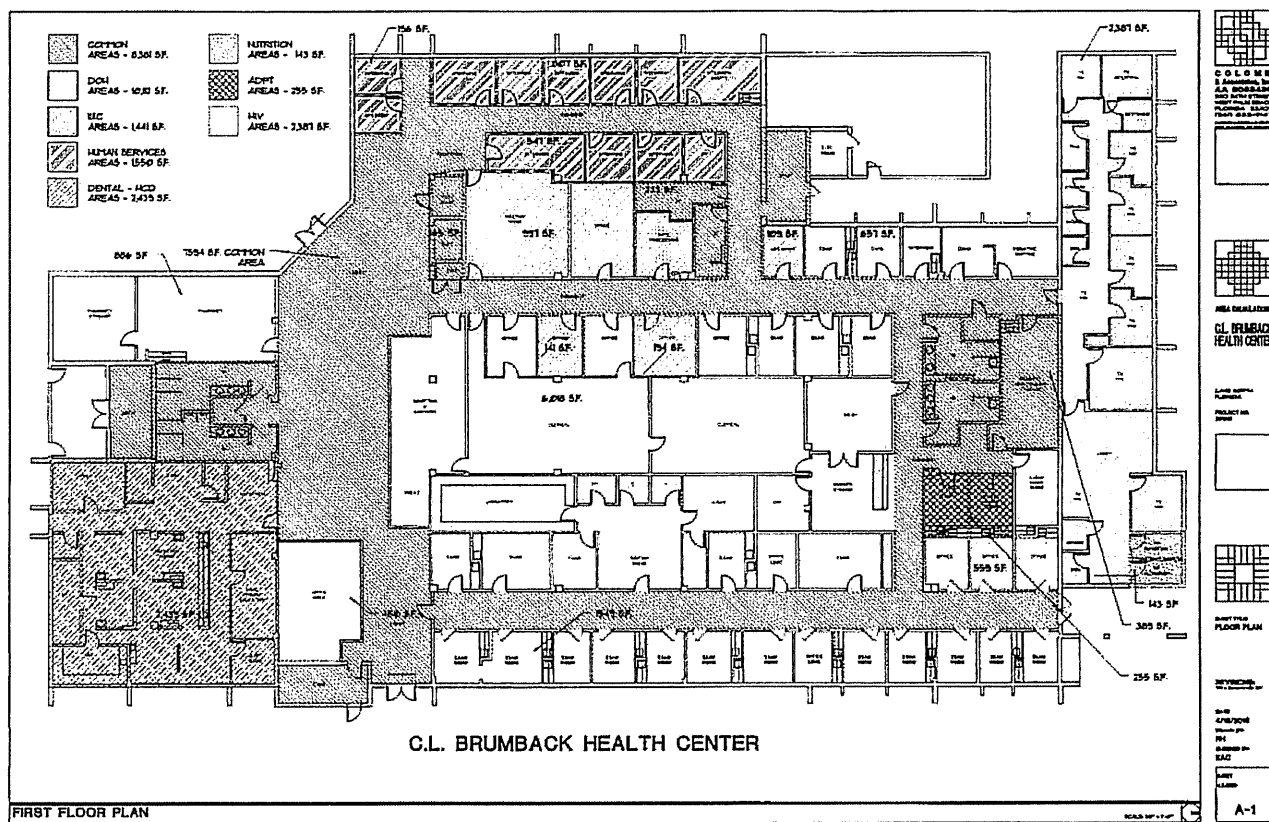
Christy Gudder 8/14/15  
Ingram Legal Counsel

Health Care District of Palm Beach County

**ATTACHMENT: IIIb**  
**(Revised 3/2015)**

\*Item was removed effective 1/12/2015  
\*\* Effective 7/01/2015





**COPY**

**SPACE USAGE AGREEMENT AND LICENSE  
(Institutional)**

This License Agreement (hereinafter the "Agreement") is made this 13th day of April, 2005, between Diocese of Palm Beach, Inc., a Florida not for profit corporation (hereinafter the "Licensor"), and State of Florida, Department of Health, Palm Beach County Health Department (hereinafter the "Licensee").

Licensor hereby licenses to licensee, the use of St. Mary's Free Clinic (hereinafter the "Premises"), located in the City of Pahokee County of Palm Beach, State of Florida, more particularly described as follows:

St. Mary's Free Clinic  
1200 E. Main Street  
Pahokee, FL 33476

1. **TERM.** Licensor licenses the use of the Premises to Licensee for the following dates and times: Monday through Friday, 9:00 a.m. to 7:00 p.m. and on Saturdays as deemed necessary.

2. **USE OF PREMISES.**

a. Licensor covenants that it is the owner of the Premises located in Palm Beach County, Florida, and that said Premises are in good repair and suitable for Licensee's purposes described herein.

b. During the term of this Agreement, the Licensee shall have the exclusive use of the Premises for the following purpose(s): health clinic to be operated in a manner that is not inconsistent with the Ethical and Religious Directives for Catholic Health Care Services (2001).

c. Licensee agrees to restrict its use to such purposes, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the consent of the Licensor.

d. Licensee covenants and agrees:

(i) **Site Director.** To provide a site director to coordinate all events and to work with Licensor.

(ii) **Staff.** To provide appropriate number of staff members and to appropriately train and supervise staff, including but not limited to bilingual clerical staff during the hours that the volunteer doctors and staff are providing services at the Premises.

(iii) **Screening.** To provide all required background screening check on all staff and volunteers.

**ORIGINAL**

(iv) **Condition of Premises.** To quit and surrender said Premises and all equipment therein to Licensor at the end of said term in the same condition as the date of the commencement of this agreement, ordinary use and wear thereof only excepted.

(v) **Rules and Regulations.** To abide by and conform to all rules and regulations from time to time adopted or prescribed by the Licensor, for the governance and management of Premises.

(vi) **Amounts Due.** To pay Licensor on demand any sum which may be due to Licensor for additional service, accommodations, or materials furnished or loaned by Licensor.

(vii) **Alcoholic beverages.** To not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon Premises except after obtaining the express written consent of Licensor. In such event, Licensee shall possess the necessary liquor license and permit.

(viii) **Improvements.** To make only those alterations, additions, or improvements, in, to, or about the Premises which have been approved in advance and in writing by Licensor.

(ix) **Damage to Premises.** (a.) To assume full responsibility for the character, acts, and conduct of persons admitted to Premises including damage to any portion of the Premises or any equipment therein; (b.) to not injure, nor mar, nor in any manner deface said Premises or any equipment contained therein, and to not cause or permit anything to be done whereby the said Premises or equipment therein shall be in any manner injured, marred or defaced; and to not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein and to not make nor allow to be made any alterations of any kind to said building or equipment contained therein; (c.) that if said premises or any portion of said building or any equipment contained therein during the term of this license shall be damaged by the act, default or negligence of Licensee, or of the Licensee's agents, employees, patrons, guests or of any person admitted to said premises, Licensee shall cause the premises and/or equipment to be returned to their condition as existed upon the execution hereof. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Licensee or by or with the consent of any person acting for or in behalf of said Licensee.

3. **ORDINANCES AND STATUTES.** Licensee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Licensee.

4. **ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign this Agreement or sublicense any portion of the Premises.

5. **ENTRY AND INSPECTION.** Licensee's use of the Premises is non-exclusive, and Licensors may enter at any time and for any purpose while Licensee is utilizing the Premises or at any other time.

6. **NUISANCE.** Licensee shall not use the Premises for any unlawful purpose or in anyway which will constitute a nuisance or interfere with Licensors's use of the Premises.

7. **LIABILITY/INDEMNIFICATION OF THE LICENSOR.** The Licensee will be responsible for all negligent acts in its maintaining, operation and control of the premises resulting in injury to any person or property whomsoever, and will be responsible for all loss, costs, damages or expenses arising out of the Licensee's use of the leased premises, within the provisions of Section 768.28, Florida Statutes.

8. **INDEPENDENCE OF LICENSEE.** It is expressly understood and agreed by and between the parties hereto that Licensee is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of Licensors. Licensors has no authority or control over any aspect of Licensee's operations, except as provided in this Agreement. Licensee is an entity entirely independent of Licensors related only by the independent contractual terms of this Agreement.

9. **WARRANTIES BY THE LICENSOR.** It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of the Licensors, and there are no verbal agreements whatever between the Licensors and Licensee, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

10. **INSURANCE.** As a state agency, Licensee will provide general liability coverage in the amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars each person and Two Hundred Thousand and 00/100 (\$200,000.00) Dollars each occurrence as set forth in 768.28, F.S., and shall furnish to Licensors a Certificate of Insurance upon request.

All insurance shall be placed with companies admitted to do business in the State of Florida or which shall have an AM Best rating of at least an "A". The Licensors must be a certificate holder on any policy of insurance purchased by the Licensee in compliance with this Agreement, and it is entitled to receive a copy of any policies of insurance within thirty (30) days of the effective date of the policy. The Licensee shall obtain the insurer's agreement to give not less than thirty (30) days advance notice to the Licensors before cancellation, expiration or alteration of any policy of insurance. The Licensee agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the terms of the Agreement. Licensors shall be named as an additional insured and said policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

11. **DEFAULT.** If Licensee fails to abide by and perform all covenants, stipulations and conditions of this Agreement, Licensors may, at its option, immediately terminate and end this Agreement and the license hereby granted, and all rights and interest of the Licensee thereunder forthwith.

12. **EXPIRATION.** At the expiration or termination of this Agreement, as herein provided, the Licensee will, within 24 hours, remove any of Licensee's property located at the Premises. Additionally, Licensee shall surrender Premises in the same condition as when it took possession.

13. **NOTICES.** Any notice which either party may or is required to give, shall be given in writing and shall be given by mailing the same, postage prepaid, to Licensors at the address shown below or Licensee at the address shown below, or at such other places as may be designated by the parties from time to time.

**Licensors:**

Diocese of Palm Beach  
Post Office Box 109650  
Palm Beach Gardens, FL 33410-9650

**Licensee:**

State of Florida, Department of Health  
Palm Beach County Health Department  
Post Office Box 29  
826 Evernia Street  
West Palm Beach, FL 33401-0029

15. **GOVERNING LAW AND VENUE.** Agreement shall be governed by the laws of the State of Florida and venue for the enforcement of this agreement shall be in Palm Beach County, Florida.

16. **SEVERABILITY AND ENFORCEABILITY.** The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

17. **ENTIRE AGREEMENT.** The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

18. **TERMINATION.** <sup>Both Parties 4/15/05</sup> ~~Licenser~~ reserves the right to cancel this Agreement at any time without cause upon thirty (30) days advance notice or immediately if for cause as determined by Licenser in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses:

Rossario S. [Signature]  
Merla Baroni

Licenser: Diocese of Palm Beach, Inc.

By: T. Gerald M. Barbarito  
Print name and title: Most Reverend Gerald M. Barbarito  
Bishop of Palm Beach

Licensee: State of Florida, Department  
of Health, Palm Beach County  
Health Department

Patricia A. O'Leary  
Barbara L. Sullivan

By: Thomas [Signature] 4/15/05  
Print name and title: Dr. JEAN M. WALECKI, MD

**ADDENDUM TO NON-EXCLUSIVE SPACE USAGE AGREEMENT AND  
LICENSE**

This Addendum is to the Non-Exclusive Space Usage Agreement and License ("License") by and between Diocese of Palm Beach, Inc., the "Licensor" and State of Florida, Department of Health, the "Licensee" for the property located at 1200 E. Main Street, Pahokee, FL 33476, and is entered into this 16th day of March, 2006.

1. The following is an addition to the License as executed April 13, 2005."

***USAGE FEES: Licensee shall owe Licensor a fee of \$1000 per month for use of the Premises. Licensee's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. The Licensee shall be responsible for the cost of all utilities, including but not limited to electricity, phone and water related to Licensee's use of the Premises. The usage fee herein includes said expenses.***

2. The parties acknowledge and agree that this Addendum shall supercede and control any conflicting terms in the License, including all printed, typed or handwritten provisions.
3. This Addendum may be executed in counterparts, each of which shall constitute full and complete acceptance and delivery of the Addendum as if the parties have signed one document.
4. All other terms and conditions of the License remain in full force and effect, except as specifically modified herein.

In witness whereof, the parties have executed this Addendum to License as of the dates set forth below.

Licensor: Diocese of Palm Beach, Inc.

+ *Gerald M. Barbarito*

Most Reverend Gerald M. Barbarito  
Bishop, Diocese of Palm Beach

*Elizabeth J. ...*  
Witness

*Mary M. Baroni*  
Witness

Licensee: State of Florida, Dept. of Health  
Palm Beach County Health Dept.

*Thomas ...*

for JEAN MARTELLE, MD, DIRECTOR, PALM BEACH  
State of Florida, Department of Health Co. HEALTH DEPT

*Patricia A. ...*  
Witness

*Barbara L. Sullivan*  
Witness

**ORIGINAL**

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Rick Scott**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Vision:** To be the Healthiest State in the Nation

Certified Mail: 7013 3020 0000 8424 1267

May 26, 2015

Diocese of Palm Beach  
Attn: Contract Management Office  
P.O. Box 109650  
Palm Beach Gardens, FL 33410-9650

**RE: Non-Exclusive Space Usage Agreement Cancellation Notice**

To Whom It May Concern:

The Florida Department of Health Palm Beach County is currently undergoing operational changes in our clinic structure and services. These changes directly impact our agency's ability to continue to provide Dental Services at the Saint Mary's Health Center.

Pursuant to the Space Usage Agreement between the Diocese of Palm Beach County and the Florida Department of Health Palm Beach County our agency has chosen to exercise the right to end its contractual relationship with Diocese of Palm Beach, for the Non-Exclusive Space Usage Agreement for the property located at 1200 E. Main Street, Pahokee, FL 33476.

As per the terms of the agreement 30 days notice for termination is required, ending our contractual relationship on June 30, 2015. We have been working to ensure that Saint Mary's Health Center will continue as a Volunteer Health Care Provider Program under the direction of Dr. Philip Crawford and Father Raul effective July 1, 2015.

We will continue to work together to help meet the needs of the Pahokee Migrant Community. Thank you for your continual support and partnership.

If you have any questions, please contact Jacqueline Lobban-Marsan at (561) 837-5898.

Sincerely,

A handwritten signature in black ink, appearing to read "Alina Alonso".

Alina Alonso, MD  
Director, Florida Department of Health, Palm Beach County

cc: Vicki Coleman-Miller, Esq.  
Robert Parkes, MD  
Ernesto Rubio, CFO

**Florida Department of Health**

Palm Beach County Division of Health Access – Volunteer Health Services  
Catherine D. Jackson, BHA, Human Services Program Manager  
800 Clematis Street, Room # 5529, West Palm Beach, FL 33401-5107  
PHONE: 561-671-4032 • FAX 561-837-5190

**www.pbchd.org**  
**www.FloridasHealth.com**  
TWITTER: HealthyFLA  
FACEBOOK: FLDepartmentofHealth  
YOUTUBE: fhdoh