Agenda Item #: 3T- I

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 17, 2017 [X] Consent [ ] Regular

[ ] Ordinance [ ] Public Hearing

Department:

Submitted By: County Administration

Submitted For: DOH/Palm Beach County Health Department

#### I. EXECUTIVE BRIEF

#### Motion and Title: Staff recommends motion to approve:

- **A)** Contract with the Department of Health (DOH) in the amount of \$2,114,162 for Environmental Health and Engineering programs provided by the Palm Beach County Health Department (CHD) for the period October 1, 2017, through September 30, 2018; and
- B) An Addendum to the Contract to clarify:
  - 1) Paragraph 6.a. as State employees/personnel, CHD employees are not "officers, agents, or employees of the County";
  - 2) Paragraph 7.c. The County shall assure that insurance coverage for vehicles is available through either a self-insurance program or insurance purchased by the County except for insurance referenced in paragraph 7.e.;
  - 3) Paragraph 7.d. The County shall be named as additional insured on any agreement in which the CHO contracts or subcontracts any work to be performed on the premises to a third party; and
  - 4) Paragraph 7.e. -As a State agency, the CHD agrees to be responsible for its own, its officers', employees', or agents' negligent acts, or omissions, or tortuous acts, which result in claims or suits against the parties, and agrees to be liable for any damages proximately caused by said acts or omissions.

Summary: This Contract sets forth the funding responsibilities of the DOH and the County for the operation of the Palm Beach County Health Department. The State and County share in the funding of the \$7,438,831 Environmental Health Budget. The State's share is \$2,609,876 (35.08%), primarily from State general revenue and fees. Funding from the County's FY 2018 budget is \$2,114,162 (28.42%) that includes Childcare Enforcement & Control Funding of \$126,888 and is equal to FY 2017 funding. The remaining local share (36.50%) is comprised of County Authorized Fees of \$1,242,896 (16.71%), Federal Funds of \$227,512 (3.06%), Department of Environmental Protection (DEP) Funds of \$103,998 (1.40%), and the Air Pollution Tag Fees of \$1,140,387 (15.33%); County funding is used primarily for salaries and benefits. The environmental staffing is responsible for surveillance of public drinking water systems, permitting and inspection of septic tanks, regulation of air pollution sources, inspection and licensing of child care and other group care facilities, and other duties related to environmental health. The Childcare Enforcement & Control Funding provides for a 'full time attorney/Hearing Officer and a half-time paralegal position to provide counsel for the Child Care Advisory Council and to serve as Acting Environmental Control Officer for the Environmental Control Hearing Board. County funds are included in the FY 2018 budget. No additional funds are requested. County staff requested certain changes to the State's standard contract in order to clarify the insurance and liability provisions. The State preferred including these in an Addendum instead of revising the standard contract. Countywide (HH)

Background and Justification: Continued on Page 3

#### **Attachments:**

- 1. State/County Contract
- 2. Addendum

Recommended	by: Marcan for Da Alina	Alonso 10/2/17
	Department Director	Date
Approved by:	Au	10/12/17
	Assistant County Administrator	Date

#### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact:

	Fiscal Years	2018	2019	2020	2021	2022
Capita Exper	al nditures	0	0	0	0	0
-		<u>\$2,114,162</u>				
Exter	nal Revenues	0				
Progr	am Income (County)	0				
In-Kin	d Match (County)	0				
NET	FISCAL IMPACT	<u>\$2,114,162</u>		-		
	DDITIONAL FTE TIONS (Cumulative)	0				
Is Item Included in Current Budget? Yes X No Budget Account No.: Fund 001 Agency 480 Org: 4800 Object: 8101 Reporting Category						
B.	Recommended Sour Net fiscal impact: \$2,1		s/Summary	of Fiscal Im	pact:	

C. **Departmental Fiscal Review:** 

#### III. REVIEW COMMENTS

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

**Legal Sufficiency:** 

В.

C. Other Department Review:

**Department Director** 

**REVISED 9/03 ADM FORM 01** (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

#### (Continued from page 1)

Background and Justification: Pursuant to the provisions of Section 154.01, Florida Statutes, the Board of County Commissioners has historically provided ad valorem funding to support environmental health programs. Section 154.01, F.S., specifies that functional system of public health services shall be established which shall include the following levels of service: environmental health, communicable disease control and primary care services. With the establishment of the Health Care District of Palm Beach County (HCD), local support of communicable disease control and primary care services came under the purview of the HCD, while support of the environmental program remained with the County.

The Statute defines "environmental health services" as those that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment, which may contribute to the occurrence or transmission of disease. The Statute further provides that environmental health services shall be supported by available federal, state and local funds.

Examples of services include: inspection and permitting of wells, septic tanks and public swimming pools; inspection and licensing of child care facilities, migrant labor housing and migrant labor camps; plan reviews; regulation of air pollution sources, investigation of complaints and permitting of tanning facilities; biochemical waste services; inspections of solid waste management facilities and hazardous waste generators; lead and radon gas monitoring services; inspection and licensing of mobile home parks; inspection of adult entertainment facilities; rabies surveillance and control; inspection of food service in child care facilities, bars and lounges, schools, hospitals, nursing homes, detention facilities and other locations; investigation of food-borne illness outbreaks; surveillance for mosquito-transmitted encephalitis. Additional services include providing counsel for the Child Care Advisory Council and serving as Environmental Control Officer.

Increases (decreases) in various funding sources for the Health Department's environmental programs are shown below:

Source	FY 2017	FY 2018	% Change
State Share	\$2,878,961	\$2,609,876	-9.0%
County Share			
County Ad Valorem	1,656,749	1,656,749	.0%
Arbo Virus	169,247	169,247	.0%
Right-to-Know	161,278	161,278	.0%
Childcare Enforcement Control	<u>126,888</u>	<u>126,888</u>	.0%
Total County Share	2,114,162	\$2,114,162	.0%
County Authorized Fees	1,292,970	1,242,896	-4.0%
Federal Funds	432,618	227,512	-47.0%
Dept. Environmental Protection Funds	103,998	103,998	.0%
Air Pollution Tags	1,026,000	1,140,387	
Total Other Funding	\$ <u>2,855,586</u>	\$ <u>2,714,793</u>	-5.0%
Total Funding	<u>\$7,848,709</u>	\$ <u>7,438,831</u>	-5.0%

# CONTRACT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND

#### STATE OF FLORIDA DEPARTMENT OF HEALTH FOR OPERATION OF THE PALM BEACH COUNTY HEALTH DEPARTMENT CONTRACT YEAR 2017-2018

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Palm Beach County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2017.

#### **RECITALS**

- A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."
- B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."
- C. Palm Beach County Health Department ("CHD") is one of the created County Health Departments.
- D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>RECITALS</u>. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.
- 2. <u>TERM</u>. The parties mutually agree that this contract shall be effective from October 1, 2017, through September 30, 2018, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.
- 3. <u>SERVICES MAINTAINED BY THE CHD</u>. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:
- a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

- b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.
- c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.
- 4. <u>FUNDING</u>. The parties further agree that funding for the CHD will be handled as follows:
- a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.
  - i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed \$26,840,599 State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
  - ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$2,114,162 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).
- b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

- c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.
- d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.
  - e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund Palm Beach County 800 Clematis Street West Palm Beach, FL 33401

- 5. <u>CHD DIRECTOR/ADMINISTRATOR</u>. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.
- 6. <u>ADMINISTRATIVE POLICIES AND PROCEDURES</u>. The parties hereto agree that the following standards should apply in the operation of the CHD:
- a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.
- b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

- c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:
  - i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
  - ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
  - iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
  - iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.
- d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Palm Beach County.
- e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

- f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.
- g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.
- h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.
- i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.
- j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.
- k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.
- I. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.
- m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final

governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

- n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.
- o. The CHD shall submit quarterly reports to the County that shall include at least the following:
  - *i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
  - ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.
- p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:
  - *i.* March 1, 2018 for the report period October 1, 2017 through December 31, 2017;
  - *ii.* June 1, 2018 for the report period October 1, 2017 through March 31, 2018;
  - iii. September 1, 2018 for the report period October 1, 2017 through June 30, 2018; and
  - iv. December 1, 2018 for the report period October 1, 2017 through September 30, 2018.

#### 7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

- a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.
- b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.
- c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available

through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

#### 8. <u>TERMINATION</u>.

- a. <u>Termination at Will</u>. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.
- b. <u>Termination Because of Lack of Funds</u>. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.
- c. <u>Termination for Breach</u>. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

#### 9. <u>MISCELLANEOUS</u>. The parties further agree:

- a. <u>Availability of Funds</u>. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2018, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.
- b. <u>Contract Managers</u>. The name and address of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
James Andrew (Andy) Edwards Name CHD CFO Title 800 Clematis Street West Palm Beach, FL 33401 Address (561) 671-4121 Telephone	Todd Bonlarron Name Assistant County Administrator Title 301 Olive Avenue West Palm Beach, FL 33401 Address (561) 355-4019 Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. <u>Captions</u>. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this twenty-page contract, with its attachments as referenced, including Addendum (two pages) Attachment I (two pages), Attachment II (five pages), Attachment IV (one pages), and Attachment V (one pages), to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of October, 2017.

BOARD OF COUNTY COMMISSIONERS FOR PALM BEACH COUNTY	STATE OF FLORIDA DEPARTMENT OF HEALTH
SIGNED BY: NAME: <u>Paulette Burdick</u> TITLE: <u>Mayor</u>	SIGNED BY:
DATE:	DATE:
ATTESTED TO:  SIGNED BY:  NAME: Tracey Powell  TITLE: Deputy Clerk	SIGNED BY: Months NAME: Alina Alonso, MD  TITLE: CHD Director/Administrator
DATE:	DATE: 10/2/17
APPROVED AS TO FORM AND LEGAL SUFFICIENCY Seleve County County Attorney	Approved as to Terms & Conditions

#### **ADDENDUM TO CONTRACT**

THIS ADDENDUM TO THE CONTRACT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA DEPARTMENT OF HEALTH FOR OPERATION OF THE PALM BEACH COUNTY HEALTH DEPARTMENT ("Contract") is entered into on this 1st day of October, 2017, by and between the STATE OF FLORIDA DEPARTMENT OF HEALTH ("State"), and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS ("County").

#### **RECITALS**

- A. State and County have simultaneously herewith executed the above referenced Contract, and
- B. State and County are entering into this Addendum in order to modify certain provisions of said Contract, the purpose of which is to specify certain terms and conditions regarding operation of the Palm Beach County Health Department ("CHD").
- NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

#### **TERMS**

- **1.0** Revised Sections. State and County agree that the Contract is hereby modified as follows:
  - **1.1** <u>Section 6.a. of the Contract is hereby revised to read:</u>
    - 6.a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. As State employees/personnel, CHD employees are not "officers, agents, or employees of the County." Employees will report time in the Client Information System/Health Management Component compatible format by program component as specified by the State.
  - **1.2** <u>Section 7.c. of the Contract is hereby revised to read:</u>
    - 7.c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. All vehicles will be used solely for CHD operations. The County shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County, except for that insurance coverage referenced in paragraph 7.e. below. Vehicles purchased through the CHD trust fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the CHD trust fund.

- 1.3 Sections 7.d. and 7.e. are hereby added to the Contract as follows:
  - 7.d. The CHD shall insure that the County be named as an additional insured on any agreement, in which the CHD contracts or subcontracts any work to be performed on the premises to a third party.
  - 7.e. The CHD, as a State Agency or subdivision as defined by Section 768.28, Florida Statutes, agrees to be responsible for its own, its officers', employees' or agents' negligent acts or omissions, or tortious acts which result in claims or suits against the State, and agrees to be liable for any damages proximately caused by said acts or omissions. In accordance with Chapter 284, Part II, Florida Statutes, CHD, through the State of Florida Risk Management Program will provide General Liability and Auto Liability coverage for negligent acts or omissions or tortious acts by the CHD. Nothing said herein is intended to serve as a waiver of sovereign immunity by the CHD to which sovereign immunity applies. Nothing said herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.
- **2.0** <u>Controlling Provisions</u>. State and County hereby agree that, to the extent that a provision in this Addendum conflicts with any provision in the Contract, the provision in this Addendum shall govern and control.
- **3.0** <u>Defined Terms</u>. Capitalized terms that are not defined in this Addendum, and that would not otherwise be capitalized for reasons of syntax or grammar, are defined terms whose definitions are provided in the Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum as of the day and year Stated above.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:	STATE OF FLORIDA DEPARTMENT OF HEALTH:
SIGNED BY:	SIGNED BY:
NAME: Paulette Burdick	NAME: Celeste Philip, MD, MPH
TITLE: Mayor	TITLE: Surgeon General & Secretary
DATE:	DATE:
Approved as to Terms & Conditions	SIGNED BY: NAME: Alina Alonso, M.D. TITLE: Director, Palm Beach County Health Department
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	DATE: 10/2/17

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#### ATTACHMENT I

#### PALM BEACH COUNTY HEALTH DEPARTMENT

## PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

#### ATTACHMENT I (Continued)

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.
		Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

<sup>\*</sup>or the subsequent replacement if adopted during the contract period.

#### **ATTACHMENT II**

#### PALM BEACH COUNTY HEALTH DEPARTMENT

### PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total	
1.	CHD Trust Fund Ending Balance 09/30/17				
2.	Drawdown for Contract Year October 1, 2017 to September 30, 2018	558	9	2659570	2665159
3.	Special Capital Project use for Contract Year October 1, 2017 to September 30, 2018		0	4295848	4295848
			0	0	0
4.	Balance Reserved for Contingency Fund October 1, 2017 to September 30, 2018				
Spe	ecial Capital Projects are new construction or renovati	558 on projects and new furniture or equipmen	9 t associated with these proje	6955418 ects, and mobile health vans	6961007

#### ATTACHMENTA

#### PALM BEACH COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department October 1, 2017 to September 30, 2018.

		State CHD	County	Fotal CHD		
		Trust Fund	CHD 1	rust Fund	Other	
	CID A CIV	(cash)	rust Fund	(cash)	Contribution	Total
1. GENERAL REVENUE			_			
015040 AIDS PATIENT		770,000	0	770,000	0	770,000
	MON & SURVEILLANCE · GENERAL REVENUE	136,313	0	136,313	0	136,313
	K REIMBURSEMENT	616,645	0	616,645	0	616,645
	MUNITY PROGRAM	572,512	0	572,512	0	572,512
	ANSMITTED DISEASE CONTROL PROGRAM GR	98,892	0	98,892	0	98,892
	IAL INITIATIVE PROJECTS	6,200	0	6,200	0	6,200
	NING GENERAL REVENUE	272,288	0	272,288	0	272,288
	D LIVER FAILURE PREVENTION & CONTROL	55,693	0	55,693	0	55,693
015040 PRIMARY CARI	•	790,578	0	790,578	0	790,578
	TH SERVICES - GENERAL REVENUE REIGN IMMUNITY	861,083	0	861,083	0	861,083
		32,373	0	32,373	0	32,373
015050 CHD GENERAL GENERAL REVENUE TO	REVENUE NON-CATEGORICAL	10,325,145	0	10,325,145	0	10,325,145
GENERAL REVENUE IC	JIAL	14,537,722	0	14,537,722	0	14,537,722
2. NON GENERAL REVE	NITE - STATE					
	GROUND PETROLEUM RESPONSE ACT	25,000	0	25 000	0	05.000
	FAL BIOMEDICAL WASTE PROGRAM	38,263	0	25,000	0	25,000
	AING POOL PERMIT FEES-10% HQ TRANSFER	20,000	0	38,263	0	38,263
	G WATER ACT - HEADQUARTERS	37,976	0	20,000	0	20,000
	TE AND COMMUNITY INTERVENTIONS	322,431	0	37,976	0	37,976
	TTHEW EXECUTIVE ORDER 16-230	97,349	0	322,431	0	322,431
NON GENERAL REVENU		541,019	0	97,349 541,019	0	97,349
		041,010	Ū	041,013	U	541,019
3. FEDERAL FUNDS - ST	ATE					
007000 AIDS SURVEILI	ANCE - CORE	188,396	0	188,396	0	188,396
007000 AFRICAN AMER	RICAN HIV TESTING INITIATIVE/CLINICAL	425,748	0	425,748	0	425,748
007000 WIC BREASTFE	EDING PEER COUNSELING PROG	138,902	0	138,902	0	138,902
007000 COASTAL BEAC	H WATER QUALITY MONITORING	18,648	0	18,648	0	18,648
007000 COMPREHENSI	VE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 CMS-MCH PURG	CHASED CLIENT SERVICES	4,739	0	4,739	0	4,739
007000 EPI/LAB CAPAC	ITY INFECT DISEASE EBOLA SUPPL HAI	37,600	0	37,600	0	37,600
007000 FAMILY PLANN	ING TITLE X - GRANT	479,324	0	479,324	0	479,324
007000 ADULT VIRAL H	IEPATITIES PREVENTION & SURVEILLANCE	38,189	0	38,189	0	38,189
007000 IMMUNIZATION	NACTION PLAN	155,040	0	155,040	0	155,040
007000 MCH SPECIAL I	PRJCT UNPLANNED PREGNANCY	25,576	0	25,576	0	25,576
007000 MCH SPECIAL I	PROJECT PRAMS	79,576	0	79,576	0	79,576
007000 MCH SPEC PRJ	SOCIAL DETERMINANTS HLTH COMM EDU	25,576	0	25,576	0	25,576
	ANT FLORIDA'S HEALTHY BABIES	17,182	0	17,182	0	17,182
	TTY PREPAREDNESS CAPABILITY	141,432	0	141,432	0	141,432
	H SURVEILLANCE & EPI INVESTIGATION	289,759	0	289,759	0	289,759
	OUNTERMEASURES DISPENSING	165,377	0	165,377	0	165,377
	EER MANAGEMENT	52,000	0	52,000	0	52,000
007000 AIDS PREVENT		1,280,962	0	1,280,962	0	1,280,962
	R AIR EPA FUNDNG ASSISTANCE	2,500	0	2,500	0	2,500
	The second secon	2,000	v	2,000	U	∠,500

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### ATTACHMENTI

#### PALM BEACH COUNTY HEALTH DEPARTMENT

## Part II, Sources of Contributions to County Health Department. October 1, 2017 to September 30, 2018.

	State CHD Trust Fund	County	Total CHD		
	at prompted the second of the last second	CHD Trust Fund	Trust Fund (cash)	Other Contribution	Total
007000 MORBIDITY AND RISK BEHAVIOR SURVEILLANCE	69,244	0	69,244	0	69,244
007000 IMPROVING STD PROGRAMS	180,290	0	180,290	0	180,290
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	3,975	0	3,975	0	3,975
007000 WIC PROGRAM ADMINISTRATION	5,049,161	0	5,049,161	0	5,049,161
007000 ZIKA ELC M2 PREGNANCY REGISTRY-SUPPLEMENTAL	62,977	0	62,977	0	62,977
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM · DOE	11,000	0	11,000	0	11,000
015075 SUPPLEMENTAL SCHOOL HEALTH	350,924	0	350,924	0	350,924
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	106,040	0	106,040	0	106,040
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	883,673	0	883,673	0	883,673
018005 RYAN WHITE TITLE II ADAP DRUG REBATES	88,505	0	88,505	0	88,505
018005 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	492,085	0	492,085	0	492,085
018005 RYAN WHITE TITLE II CARE GRANT	89,321	0	89,321	0	89,321
018005 RYAN WHITE TITLE II GRANT/CHD CONSORTIUM	773,137	0	773,137	0	773,137
FEDERAL FUNDS TOTAL	11,761,858	0	11,761,858	0	11,761,858
			,. ,	·	11,701,000
4. FEES ASSESSED BY STATE OR FEDERAL RULES $\cdot$ STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	1,086,745	0	1,086,745	0	1,086,745
001020 SAFE DRINKING WATER ACT-COUNTY HEALTH DEPARTMENT	218,200	0	218,200	0	218,200
001092 CHD STATEWIDE ENVIRONMENTAL FEES	412,741	0	412,741	0	412,741
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	22,000	0	22,000	0	22,000
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	12,500	0	12,500	0	12,500
001206 SEPTIC TANK RESEARCH SURCHARGE	2,000	0	2,000	0	2,000
001206 SEPTIC TANK VARIANCE FEES 50%	400	0	400	0	400
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	40,000	0	40,000	0	40,000
001206 DRINKING WATER PROGRAM OPERATIONS	2,000	0	2,000	0	2,000
001206 REGULATION OF BODY PIERCING SALONS	500	0	500	0	500
001206 TANNING FACILITIES	1,000	0	1,000	0	1,000
001206 ONSITE SEWAGE TRAINING CENTER	2,150	0	2,150	0	2,150
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	10,000	0	10,000	0	10,000
001206 MOBILE HOME & RV PARK FEES	4,000	0	4,000	0	4,000
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	1,814,236	0	1,814,236	0	1,814,236
				•	1,011,200
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	2,815,095	2,815,095	0	2,815,095
001147 CHD CLINIC FEES	0	94,278	94,278	0	94,278
001148 CHD CLINIC FEES	0	869,187	869,187	.0	869,187
MEDICAID TOTAL	0	3,778,560	3,778,560	0	3,778,560
7. ALLOCABLE REVENUE · STATE:					
001004 CHD LOCAL ENVIRONMENTAL FEES	2,050	0	2,050	0	2,050

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#### ATTACHMENT 11

### PALM BEACH COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department
October 1, 2017 to September 30, 2018

	State CHD	County	Total CHD		
	Trust Fund	CHD	Trust Fund	Other .	
004010 CHD CLINIC FEES	(cash)	Trust Fund		Contribution	Total
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	13,097	0	10.007	0	1
ALLOCABLE REVENUE TOTAL	15,148	0	13,097	0	13,097
	10,140	U	15,148	0	15,148
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	6,534,205	6,534,205
PHARMACY DRUG PROGRAM	0	0	0	171,612	171,612
WIC PROGRAM	0	0	0	23,432,198	23,432,198
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	205,807	205,807
IMMUNIZATIONS	0	0	0	1,295,423	1,295,423
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	31,639,245	31,639,245
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					,
008005 CHILDCARE ENFORCEMENT & CONTROL - BD OF CTY COMM	0	126,888	126,888	0	100.000
008005 ENVIRONMENTAL HEALTH COUNTY SUPPORT	0	1,987,274	1,987,274	0	126,888
008020 HEALTH CARE DISTRICT PREVENTIVE HEALTH CARE	0	2,899,397	2,899,397	0	1,987,274
008040 SEC 403-182 AIR POLLUTION TAG FEE TO COUNTY	0	1,009,252	1,009,252	0	2,899,397
008040 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	92,105	92,105	0	1,009,252
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	6,114,916	6,114,916	0	92,105 6,114,916
		, ,	-,,	Ŭ	0,114,310
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY	TY				
001077 CHD CLINIC FEES	0	346,763	346,763	0	346,763
001094 CHD LOCAL ENVIRONMENTAL FEES	0	1,207,547	1,207,547	0	1,207,547
001110 VITAL STATISTICS CERTIFIED RECORDS	0	1,850,000 🔻	1,850,000	0	1,850,000
FEES AUTHORIZED BY COUNTY TOTAL	0	3,404,310	3,404,310	0	3,404,310
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	170,647	170,647	0	150 015
001029 HEALTH CARE DISTRICT UNINSURED CLIENTS	0	1,348,458	1,348,458	. 0	170,647
001029 HEALTH CARE DISTRICT COUNTY HOME	0	35,000	35,000	0	1,348,458
001029 HEALTH CARE DISTRICT FEE REVENUE	0	3,377,741	3,377,741	0	35,000 3,377,741
001090 CHD CLINIC FEES	0	325,206	325,206	0	325,206
007010 EPA SECTION 103 AIR MONITORING	0	36,875	36,875	0	36,875
007010 FEDERAL AIR POLLUTION EPA 105	0	121,989	121,989	0	121,989
007099 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0 .	50,000	50,000	0	50,000
010300 FL DEP AIR POLLUTION MONITORING TITLE V	0	83,059	83,059	0	83,059
010300 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	20,939	20,939	0	20,939
010500 CHD CLINIC FEES	0	392	392	0	392
010500 HEALTH CARE DISTRICT BUILDING/FACILITY	0	831,900	831,900	0	831,900
010500 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	23,250	23,250	0	23,250
011000 CHILDREN'S SERVICE COUNCIL-DATA ENTRY PB CHD	0	482,251	482,251	0	482,251
011000 CHILDRENS SERVICES COUN- NURSE FAMILY PRINRSHIP	0	1,195,233	1,195,233	0	1,195,233
011000 DENTAL VAN	0	196,700	196,700	0	196,700
011000 CSC HEALTHY BEGINNINGS NURSES	0	2,791,528	2,791,528	0	2,791,528
011000 HEALTHY MOTHERS HEALTHY BABIES PREGNANCY CENTER	0	5,980	5,980	0	5,980
011000 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	750,503	750,503	0	750,503
					•

Attachment\_II\_Part\_II - Page 3 of 4

## ATTACHMENT II.

#### PALM BEACH COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2017 to September 30, 2018

	State CHD	County	Total CHD		
	Trust Fund (cash)	CHD Trust Fund	Trust Fund (cash)	Other Contribution	Total
011000 RYAN WHITE PART A HIV HEALTH SUPP SVCS	0	649,148	649,148	0	649,148
011000 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	18,123	18,123	0	18,123
011000 WHIN WOMEN'S HEALTH INITIATIVE HEALTHY BEG	0	483,952	483,952	0	483,952
012020 CHD LOCAL ENVIRONMENTAL FEES	0	31,249	31,249	0	31,249
015020 CHILD DAY CARE FACILITIES LICENSE	0	200,022	200,022	0	200,022
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-4,295,848	-4,295,848	0	-4,295,848
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	8,934,297	8,934,297	0	8,934,297
12. ALLOCABLE REVENUE - COUNTY					
001004 CHD LOCAL ENVIRONMENTAL FEES	0	2,050	2,050	0	2,050
004010 CHD CLINIC FEES	0	1	1	0	1
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	13,097	13,097	0	13,097
COUNTY ALLOCABLE REVENUE TOTAL	0	15,148	15,148	0	15,148
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	3,574,175	3,574,175
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	. 0
BUILDING MAINTENANCE	0	0	0	1,026,943	1,026,943
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	4,601,118	4,601,118
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	28,669,983	22,247,231	50,917,214	36,240,363	87,157,577

#### **ATTACHMENT III**

# PALM BEACH COUNTY HEALTH DEPARTMENT CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

- 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- 2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- 3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- 4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- 5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- 6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

#### Attachment IV

#### Fiscal Year - 2017 - 2018

#### Palm Beach County Health Department

#### Facilities Utilized by the County Health Department

Complete Location	Facility Description	Lease/	Type of	Complete	SQ	Employee
(Street Address, City, Zip)	And Offical Building	Agreement	Agreement	Legal Name	Feet	Count
	Name (if applicable)	Number	(Private Lease thru	of Owner		(FTE/OPS/
	(Admin, Clinic, Envn Hlth,		State or County, other -			,
	etc.)		please define)			Contract)
20754 State Bood 80 Bolls Old B			piedes deliney	Palm Beach County		44 Excludes
38754 State Road 80, Belle Glade, FL 33430	C.L. Brumback Health Center	N/A	County Owned	Board of County Commissioners	37479	shared space
			To all you mind	Commissioners	31419	(HCD, PBC, etc.)
225/345 Congress Avenue, Delray		:		Palm Beach County		shared space
Beach, FL 33444	Delray Beach Health Center	N/A	County Own - 1	Board of County		(HCD, PBC, DOH
	January - San House	IV/A	County Owned	Commissioners	53035	TB etc.)
4050 Saudhadada Billian III				Palm Beach County		74 Excludes shared space
1250 Southwinds Drive, Lantana FL 33462	Lambarra (Laborato III - 14 - 0 - 4			Board of County		(HCD, PBC, DOH
6405 Indiantown Road, Jupiter,	Lantana/LakeWorth Health Center	N/A	County Owned	Commissioners	33800	TB, etc.)
FL33458	Jupiter Health Center	N/A	010	Board of County		
851 Avenue "P", Riviera Beach, FL	oupiter rieditir Center	IN/A	County Owned	Commissioners	4434	7
33404	Northeast Health Center	N/A	County Owned	Board of County Commissioners	44040	
1050 West 15th Street, Riviera Beach,			County Owned	Commissioners	14210	65
FL 33404	General Services Facility/Office	640:0220	Lease	Vecchiarello, Inc.	27490	40
5985 10th Avenue North, Greenacres,	WIC Administration and Client			v coomarcho, mc.	21430	40
FL 33463	Service	640:0341	Lease	City of Greenacres	10857	31
	Administration, Environmental					
800 Clematis Street, West Palm	Public Health, Healthy Beginnings,					296 (Excludes
Beach FI 33401	Epidemiology, Vital Statistics, etc.	N/A	State Owned	State of Florida		shared space DOI
			otate Owned	State of Florida	92000	CO) 142 Excludes
4450 450 00 00 00 00						shared space
1150 45th Street, West Palm Beach, FL 33407	W					(HCD, PBC, DOH
1839 East Main Street, Pahokee, FL	West Palm Beach Health Center	N/A	State Owned	State of Florida	61022	TB etc.)
33476	Pahokee Glades Health Center	A1/A				
30	i anokee Glades Health Center	N/A	State Owned	State of Florida	3300	0 - closed
				<del> </del>		
						<del></del>
						<del> </del>
		İ				

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

# ATTACHMENT V PALM BEACH COUNTY HEALTH DEPARTMENT SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	<u>s</u> :	<u>TATE</u>	COUNTY		TOTAL	
2016-2017*	\$	0	\$	292,756.00	\$	292,756.00
2017-2018**	\$	0	\$	58,308.00	\$	58,308.00
2018-2019***	\$	0	\$	60,572.00	\$	60,572.00
2019-2020***	\$	0	\$	-	\$	-
PROJECT TOTAL	\$	0	\$	411,636.00	\$	411,636.00
	SPECIAL PRO	DJECTS CONSTRU	JCTION/RENOVA	TION PLAN		
PROJECT NUMBER:					•	
PROJECT NAME:	-					
LOCATION/ADDRESS:					·	
PROJECT TYPE:	NEW BUILDIN	G	ROOFING			
	RENOVATION		PLANNING S	STUDY	······································	
	NEW ADDITIO	N	OTHER	*****	***************************************	
SQUARE FOOTAGE:		0				
PROJECT SUMMARY:	Describe scope of work The health department The contractor has put a in the amount of \$117,3 aside and additional \$4 16-17 and the final amo replacement of the curre	has previously set a aside \$39,108 per y 24 (FY 2013-14) as 1,063. The remaini unt of \$60,572 duri	aside \$39,108 per /ear for three years s established by th ing savings plans i ng FY 17-18 for a	s and has provided the e contract. In FY 20° ncludes \$56,153 duri project total of \$411,0	nat amount to th 14-2015 the hea ing FY 2015-16,	e health department alth department set \$58,308 during FY
START DATE (Initial expenditure	of funds) :					
COMPLETION DATE:						
DESIGN FEES:	\$	0				
CONSTRUCTION COSTS:	\$	0				
FURNITURE/EQUIPMENT:	\$	0				
TOTAL PROJECT COST:	\$	411,636.00				
COST PER SQ FOOT:	\$	0				

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.