



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>* _____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of federal funds: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_  
 Program \_\_\_\_\_

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

There is no fiscal impact associated with this item.

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*[Signature]* 4/7/2020  
 OFMB *PC AT* *LT AT*

*[Signature]* 4/9/2020  
 Contract Development and Control  
 4-9-2020 *TW*

**B. Legal Sufficiency:**

*[Signature]* 4-9-2020  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**INTERLOCAL AGREEMENT**  
**ID# 1111002663**

This Interlocal Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Health Care District of Palm Beach County, an independent special taxing District created pursuant to Chapter 326-2003, Laws of Florida as amended, ("District").

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately; and

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

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

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

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

**1. RECITALS**

The foregoing recitals are true and correct and incorporated herein by reference.

**2. SERVICES**

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

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

**3. TERM OF AGREEMENT**

**3.01 Initial Term.** The term of this Agreement shall commence on May 11, 2020, (“Commencement Date”) and shall extend for a period of five (5) years thereafter (“Term”), unless sooner terminated pursuant to the provisions of this Agreement.

**3.02 Renewals.** County shall have the right and option to extend the Term of this Agreement for two (2) successive periods of five (5) years each under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. County shall exercise its option to extend, if at all, by written notice to the District received by the District on or before one hundred and eighty (180) days prior to the expiration of the initial Term of this Agreement or any extension thereof. In the event the Term of this Agreement is extended, then all references to Term contained in this Agreement shall also include such extension.

#### **4. TERMINATION RIGHTS**

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

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

#### **5. SURRENDER CONDITION**

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

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

## **6. ACCESS TO CLINIC**

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

## **7. INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the District represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If District is not self-insured, District shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should District purchase excess liability coverage, District agrees to include County as an Additional Insured.

The District agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should District contract with a third-party (Contractor) to perform any service related to the Agreement, District shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include District and County as Additional Insureds. District shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the District shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the District of its liability and obligations under this Agreement.

## **8. INDEMNIFICATION**

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or District pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the District shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the District's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

## **9. INFORMATION CONFIDENTIALITY, SECURITY, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND RECORD RETENTION**

**9.01.** The District shall be the owner and shall maintain confidentiality of all data, files and records, including client records, related to the services provided pursuant to this Agreement in accordance with applicable state and federal laws, rules and regulations and any District program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by the County upon execution of this Agreement. The District is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information. The County reserves the right to review the District's policies and procedures.

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

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

**9.04.** The District shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after the expiration or termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

## **10. REGULATIONS AND LICENSING REQUIREMENTS**

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

## **11. ANNUAL BUDGET APPROPRIATIONS**

**11.01.** This Agreement and all obligations of County and District hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the District.

**11.02.** The County acknowledges that District is an entity of the Health Care District of Palm Beach County, an independent special taxing District of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 2003–326, Laws of Fla.) (“Health Care Act”) 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 District 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.

**11.03.** This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to District or County under the laws and Constitution of the State of Florida.

## **12. NON-DISCRIMINATION**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the District warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

## **13. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers,

agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**14. MODIFICATIONS**

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

**15. RELATIONSHIP OF THE PARTIES**

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

**16. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida and venue for any causes of action concerning this Agreement shall be in Palm Beach County, Florida.

**17. NO THIRD PARTY BENEFICIARY**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

**18. NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

If to County to:

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

With Copy to:



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

If to District to:

Darcy J. Davis  
Chief Executive Officer  
1515 N Flagler Dr. Suite 101  
West Palm Beach, FL 33401-3429

With a copy to:

Valerie Shahriari, Esq.  
General Counsel  
1515 N Flagler Dr. Suite 101  
West Palm Beach, FL 33401-3429

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

#### **19. AGREEMENT ADMINISTRATION**

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

County's Representative: Wendy Tippet, Director of Human Services

District's Representative: Darcy J. Davis, Chief Executive Officer

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

#### **20. SEVERABILITY**

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **21. WAIVER OF BREACH**

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

**22. SUBCONTRACTING**

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

**23. ASSIGNMENT**

Neither Party may assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of the other Party. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**24. ENTIRE AGREEMENT**

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

**25. FILING**

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

**26. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or statutory duties of the County's or District's officers.

**27. PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES**

As provided in F.S., Section 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, both Parties certify that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S., Section 287.133(3)(a).

As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, both Parties certify that it is not participating in a boycott of Israel. The County and District agree that both Party will have the right to immediately terminate this Agreement if either Party is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**28. EFFECTIVE DATE**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners

(The remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Anne Helgenst  
County Attorney

By: MD Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

HEALTH CARE DISTRICT OF PALM BEACH COUNTY

DocuSigned by:  
By: Darcy J. Davis  
Darcy J. Davis, Chief Executive Officer

APPROVED AS TO LEGAL SUFFICIENCY

DocuSigned by:  
By: Valerie Shalviani  
Valerie Shalviani, Esq. General Counsel

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

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

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

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

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

District shall provide supplies and equipment for the operation of the Clinic.

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

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

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

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

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

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

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

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

The parties acknowledge that the County has entered into a Contract For Provision Of Financial Assistance with Gulfstream Goodwill Industries, Inc. (“Goodwill”) (R2012-0612), pursuant to which Goodwill is obligated to ensure the availability of after-hours response to HRC client medical emergencies. In furtherance of the foregoing, the District

shall coordinate with Goodwill in order to develop policies and procedures to provide for such services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

County shall provide janitorial and cleaning services for the Clinic.

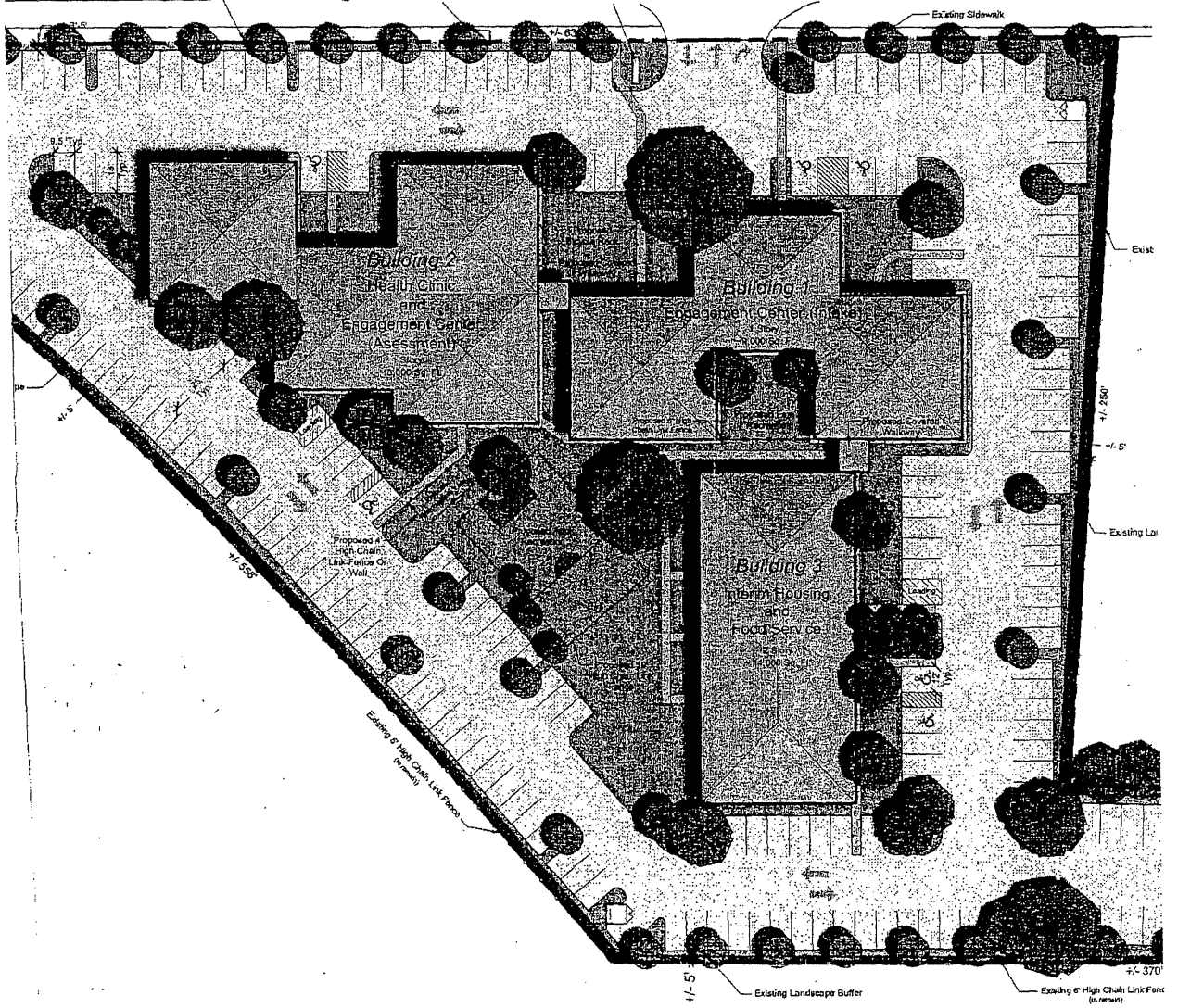
County shall provide security services to the Clinic pursuant to the terms of the County's HRC Comprehensive Security Plan.

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

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

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

### Exhibit "B-1" Depiction of Clinic



**Exhibit "B-2"  
Equipment List**

**NONE**