

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	250,000	250,000	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>250,000</u>	<u>250,000</u>	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes X No _____
 Budget Account Exp No: Fund xxxx Dept. xxx Unit xxxx Obj. xxxx Prog. xxxx
 Rev No: Fund xxxx Dept. xxx Unit xxxx Rev. xxxx Prog. xxxx

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

CARES Act or other available grant sources.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature] 5/4/2020
 OFMB [Signature] 5/4
 LM 5/4

[Signature] 5/4/2020
 Contract Dev. And Control
 5/4/2020 TD

B. Legal Sufficiency:

[Signature]
 for Helene Hvizd 5/4/20
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**INTERLOCAL AGREEMENT RELATING TO
THE COVID-19 MEDICAL RESPONSE
BY AND BETWEEN
THE HEALTH CARE DISTRICT OF PALM BEACH COUNTY AND
PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT RELATING TO THE COVID-19 MEDICAL RESPONSE is made and entered into on the ___ day of _____, 20__ (“Effective Date”), by and between the Health Care District of Palm Beach County, a political subdivision of the State of Florida, hereinafter the DISTRICT or HCD, and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter COUNTY.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a local State of Emergency due to the Coronavirus pandemic due to the COVID-19 virus and that State of Emergency remains in place to date. Recognizing that due to the serious respiratory illness that causes symptoms similar to influenza including fever, difficulty breathing and coughing for which there is currently no vaccine or drug available to combat COVID-19, the need for widespread access to COVID-19 testing is needed.

WHEREAS, vulnerable patient populations are at risk for developing COVID-19 and may not have a medical home or have access to transportation which could be met by HCD medical services; and

WHEREAS, the DISTRICT will provide medical services to residents of Palm Beach County who suffer from potential exposure to COVID-19; and

WHEREAS, the COUNTY desires to provide funding for such medical services to supplement HCD funding.

NOW, THEREFORE, the DISTRICT and the COUNTY, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. INCORPORATION OF FACTS

The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. PURPOSE

The purpose of this Agreement is to establish the parties' rights and obligations regarding the funding related to the medical services provided to patients who suffer from potential exposure to COVID.

SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR

The DISTRICT'S representative and contract monitor during the performance of this Agreement will be Hyla Fritsch, whose telephone number is (561) 829-1204. The COUNTY'S representative and contract monitor during the performance of this Agreement will be Jon Van Arnam whose telephone number is (561) 355-2740. Each may be referred to in this Agreement as a "Contract Monitor".

SECTION 4. SERVICES TO BE PROVIDED

The HCD operates the C. L. Brumback Primary Care Clinics (CLBPCC), a Federally Qualified Health Center with sites located throughout Palm Beach County, as well as, a mobile unit that is able to serve vulnerable populations who are unable to access free standing clinics due to transportation or other barriers. The existing mobile unit is identified as an approved location for the CLBPCC through the Health Resources and Services Administration (HRSA) for medical services and has been a primary location for the CLBPCC medical services for COVID-19 testing. With the funding from the COUNTY outlined within this agreement, HCD will implement a plan to provide additional medical resources to patients who suffer from potential exposure to COVID-19 throughout Palm Beach County by mobile response.

SECTION 5. ADMINISTRATION

A. Contract for Services:

This Agreement is simply a contract for the provision and funding of services and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers. This Agreement is solely an Interlocal Agreement to provide services as authorized by Section 163.01, Florida Statutes.

SECTION 6. DISTRICT RESPONSIBILITY

The DISTRICT agrees to plan, administer, and provide medical services as outlined in this Agreement in accordance with applicable Federal, State, and local laws, regulations, acts, statutes, ordinances, rules and codes, and reserves the right to exceed those minimum standards at the mutual consent of the parties hereto by a written amendment to this Agreement.

The DISTRICT will be responsible for submitting invoiced services. All costs, contracts, and expenses must be supported by auditable documentation sufficient for the Palm Beach County Clerk and Comptroller's Finance Department. The DISTRICT shall submit all documentation of expenses to the County's Office of Financial Management and Budget.

SECTION 7. COUNTY'S RESPONSIBILITY

Subsidy:

Numerous costs will be accrued by the DISTRICT in providing this additional mobile medical response to COVID19 testing. These expenses will include, but are not limited to, the procurement of a new mobile coach and related set up expenses, as well as expenses associated with the short-term lease of a mobile vehicle while the permanent vehicle is being manufactured. To help meet the needs of vulnerable patient populations potentially exposed to COVID, the COUNTY'S sole responsibility under this Agreement is to provide the DISTRICT with a not to exceed contract amount of Five Hundred Thousand dollars (\$500,000) payable on a reimbursement basis for approved services and materials related to this Interlocal agreement. Invoices received from the DISTRICT pursuant to this contract will be reviewed and approved by the COUNTY'S representative to verify that services have been rendered in conformity with this contract. Approved invoices will normally be paid within thirty (30) days of the COUNTY'S approval.

SECTION 8. TERM

The term of this Agreement shall commence upon the Effective Date and continue in effect for twelve (12) months; however, payments to be made by the COUNTY to the DISTRICT under this Agreement are limited solely to reimbursement for expenses incurred by the DISTRICT from the effective date of this Agreement through December 30, 2020. This Agreement may be terminated by either party without cause by written notice of termination to the other party provided at least six months (6) months before the annual anniversary of the Effective Date, with the termination becoming effective on the such annual anniversary of the Effective Date.

SECTION 9. DEFAULT AND OPPORTUNITY TO CURE

If the DISTRICT shall default in any of its material obligations under this Agreement, which shall be defined as a repeated failure to provide the required level of service, then, in that event, the COUNTY shall provide notice of default to the DISTRICT and afford the DISTRICT a period of (90) days to cure such default (if such default is curable); provided, however, that if the default in question cannot be cured within such ninety (90) day period, then the DISTRICT shall be afforded such additional time as shall be reasonably required to cure such default.

If the DISTRICT shall be in default hereunder beyond the expiration of the applicable cure period stated above, the COUNTY shall have the right, but not the obligation, to cure such default, in which event the DISTRICT shall immediately reimburse COUNTY for all sums paid to affect such cure. In the event that the default cannot be, or is not, cured by COUNTY, this Agreement shall terminate at the expiration of said (90) day period.

The provisions of this section do not abrogate the termination without cause provision provided in Section 8, above.

SECTION 10. RELATIONSHIP OF EMPLOYEES

This Agreement does not and shall not be construed to make any officer, agent or employee of the COUNTY an officer, agent or employee of the DISTRICT for any purpose whatsoever, nor any officer, agent or employee of the DISTRICT an officer, agent or employee of the COUNTY for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other party.

SECTION 11. FILING

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

SECTION 12. INDEMNIFICATION

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 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, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

SECTION 13. FORCE MAJEURE

Except as otherwise provided in this Agreement, the parties shall not be deemed in default or in breach of this Agreement to the extent a party is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the party which was not avoidable in the exercise of reasonable care and foresight. In the event of any such inability to perform, the other party shall have the right to undertake such actions as may be necessary and prudent to insure the continuation of medical services provided herein.

The DISTRICT acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under this Contract.

SECTION 14. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

SECTION 15. NOTICE

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by certified mail, return receipt requested, to the following:

As to the DISTRICT:
Hyla Fritsch
Health Care District of Palm Beach County
1515 N. Flagler Drive, Suite 101
West Palm Beach, FL 33401

As to the COUNTY:
Jon Van Arnam
Palm Beach County
301 N. Olive Ave., 11th Floor
West Palm Beach, FL 33401

With a copy to:
Legal Counsel
Health Care District of Palm Beach County
1515 N. Flagler Drive, Suite 101
West Palm Beach, FL 33401

With a copy to:
County Attorney
301 N. Olive Ave, Ste 601
West Palm Beach, FL 33401

SECTION 16. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.

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 the District.

SECTION 17. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 18. EQUAL OPPORTUNITY

The COUNTY and DISTRICT each warrant and represent that all of their 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. The County and District each further represent and warrant that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of this Agreement.

SECTION 19. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 20. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 21. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 22. AVAILABILITY OF FUNDS

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year.

SECTION 23. DELEGATION OF AUTHORITY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of either party or their respective officers and/or employees.

SECTION 24. ASSIGNMENT OF RIGHTS

Neither party shall assign, delegate, convey or otherwise transfer in whole or in part, its rights, duties or obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

SECTION 25. COMPLIANCE

Each of the parties agrees to perform its obligations under this Agreement in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' respective performance of this Agreement, including, without limitation, the HIPAA Regulations and other applicable federal and state laws protecting the confidentiality of patient information and medical records, the Federal Anti-Kickback Statute, the Stark Law, 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 the DISTRICT'S right to payment for said services, such party shall immediately notify the other party

and the parties shall meet to discuss appropriate corrective action, if any. In the event either party becomes aware that any investigation, audit or proceeding has been initiated with respect to any of the services provided hereunder or payment for said services, such party shall immediately notify the other party.

SECTION 26. ACCESS AND AUDITS

The DISTRICT shall maintain adequate records to justify all its billing to Medicare, Medicaid, and other third-party payors, for at least five (5) years after completion or termination of this Agreement. To the extent permitted by the HIPAA Regulations and any other applicable laws and regulations, each party shall have access to other party's records for the purpose of inspection or audit during normal business hours, at the other party's place of business.

SECTION 27. 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 DISTRICT, its officers, agents, employees, students, 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.

SECTION 28. PUBLIC RECORDS

The COUNTY and the DISTRICT shall maintain records associated with this Agreement, including, but not limited to all accounts, financial and technical records, research or reports in accordance with Florida's public records law and any other applicable law, including the HIPAA Regulations and any other applicable laws and regulations relating to confidentiality of patient records.

The DISTRICT and the COUNTY shall maintain adequate records relating to this Agreement for at least five (5) years after completion of this Agreement. To the extent permitted by law, each party shall have access to other party's books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the other party's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the DISTRICT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the DISTRICT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The DISTRICT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY

with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The DISTRICT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the DISTRICT does not transfer the records to the public agency.
- D. Upon completion of the Contract the DISTRICT shall transfer, at no cost to the COUNTY, all public records in possession of the DISTRICT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the DISTRICT transfers all public records to the COUNTY upon completion of the Contract, the DISTRICT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the DISTRICT keeps and maintains public records upon completion of the Contract, the DISTRICT shall meet all applicable requirements for retaining public records. All records stored electronically by the DISTRICT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the DISTRICT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. DISTRICT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

SECTION 29. CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned parties made and executed this Agreement on the day and year first written above.

ATTEST:
SHARON R. BOCK
Clerk & Comptroller


PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

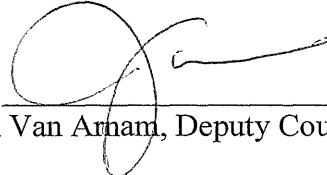
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Jon Van Arnam, Deputy County Administrator

HEALTH CARE DISTRICT OF PALM BEACH
COUNTY, BY ITS BOARD OF
COMMISSIONERS

By: _____
Darcy J. Davis
Chief Executive Officer

By: _____
Chair of Health Care District Board

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Chief Legal Officer
Health Care District