

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 1, 2022 [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 \$2,192,546 for Environmental Health and Engineering programs provided by the Palm Beach County Health Department (CHD) for the period October 1, 2022, through September 30, 2023; and

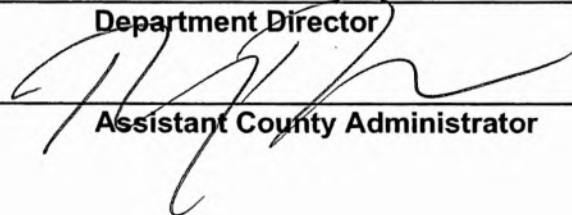
Summary: This Contract sets forth the funding responsibilities of the DOH and the County for the operation of the CHD. The State and County share in the funding of the \$10,578,889 Environmental Health Budget. The State's share is \$3,333,382 (31.51%), primarily from State general revenue and fees. Funding from the County's FY 2023 budget is \$2,192,546 (20.73%), which includes Childcare Enforcement & Control Funding in the amount of \$142,799 and is a 0.69% increase from FY 2022 funding. The remaining local share (47.76%) is comprised of County authorized fees of \$3,675,950 (34.75%), federal funds of \$311,419 (6.16%), Department of Environmental Protection (DEP) Funds of \$104,027 (2.06%), and Air Pollution Tag Fees of \$961,565 (9.09%). County funding is used primarily for staff related 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 childcare 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 2023 budget. No additional funds are requested. Countywide (HH)

Background and Justification: Continued on Page 3

Attachments:

- 1. State/County Contract

Recommended by:  10/21/22
Department Director Date

Approved by:  10/25/2022
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026
Capital Expenditures	0			
Operating Costs	\$2,192,546			
External Revenues	0			
Program Income (County)	0			
In-Kind Match (County)	0			
NET FISCAL IMPACT	\$2,192,546			
No. ADDITIONAL FTE POSITIONS (Cumulative)	0			

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 0001 DEPT 480 UNIT: VAR Object: 8101
Reporting Category _____
Does this item include the use of Federal Funds ___ Yes X No

- B. Recommended Sources of Funds/Summary of Fiscal Impact:
Net fiscal impact: \$2,192,546
- C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

for review action 10/24/22
Lisa Mante 10/24/22 OFMB *JA 10/24*
John J. Jacobson 10/24/22 Contract Dev. and Control

B. Legal Sufficiency:

Anne Debeant 10/25/22
Sr. Assistant County Attorney *Delema H. H. H. H.*

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 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:

<u>Source</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>% Change</u>
State Share	\$3,715,406	\$3,333,382	-10.28%
County Share			
County Ad Valorem	2,050,699	2,049,747	-0.05%
Childcare Enforcement Control	<u>126,888</u>	<u>142,799</u>	12.54%
Total County Share	\$2,177,587	\$2,192,546	0.69%
County Authorized Fees	3,130,102	3,675,950	17.44%
Federal Funds	321,788	311,419	-3.22%
Dept. Environmental Protection Funds	104,004	104,027	0.02%
Air Pollution Tags	962,202	961,565	-0.07%
Total Other Funding	<u>\$4,518,096</u>	<u>\$5,052,961</u>	11.84%
Total Funding	<u>\$10,411,089</u>	<u>\$10,578,889</u>	1.61%

FINAL APPROVAL ROUTE SLIP

(Palm Beach County Board of County Commissioners Resolutions)

INSTRUCTIONS: This route slip is required for execution of all formal Resolutions with the PBCBCC. The form is designed for computer input use. Place cursor in area to be edited. Boxes will expand automatically to accommodate response.

The Initiator is responsible for securing the signatures & date in the order presented.

1. PBCHD Initiator: Andy Edwards <i>Andy Edwards</i>	Date: 10/10/2022
2. Division Director or Program Manager: Andy Edwards <i>Andy Edwards</i>	Date: 10/10/2022
3. PBCHD Contract Administrator: Angela Sampson <i>Angela Sampson</i>	Date: <input type="checkbox"/> Grant Routing Log 10/13/2022
4. PBCHD Chief Financial Officer: Andy Edwards <i>Andy Edwards</i>	Date: 10/18/2022
5. PBCHD Legal Counsel: Cathy Linton or Andrew Simler <i>Cathy Linton</i>	Date: 10/18/22
6. PBCHD Director: Alina Alonso, M.D. <i>Alina Alonso</i>	Date: 10/18/22
7. IRM (new reporting requirements or computer purchase involved):	Date:

All original notices of a fully executed contract must be sent to the Contract Administrator upon receipt by the PBCHD for filing and copying to the Initiator, CFO and other appropriate staff.

Initiating Center, Division or Program: Finance & Accounting

Agenda Item Submittal: CORE Contract

Begin/End Dates of Project: 10/1/2022 to 9/30/2023

Type of Document: Resolution

Date Executed Resolution Due to Funder: 11/01/2022
Service Description and Target Population (e.g., adults, children, HIV+, pregnant, etc.):
 A Contract with the Department of Health (DOH) in the amount of \$2,192,546 for Environmental Health and Engineering programs provided by the Palm Beach County Health Department (CHD)

Service Location (specify PBCHD location if on-site or geographic area if off-site):
 PBCHD

Source of Funding:

Funder: \$2,192,546

Cash: \$ Is match mandated? Yes No Cash: In-Kind: Other:

In-Kind: \$ Specify: | |

Other: \$ Specify: | |

TOTAL: \$2,192,546

FISCAL CODING INFORMATION

Before routing, the Initiator is responsible for securing proper fiscal coding from assigned Budget Analyst

1. Initiator Signature: <i>Andy Edwards</i>	Date: 10/10/2022
2. Budget Manager Signature: <i>Andy Edwards</i>	Date: 10/18/2022
3. Budget Analyst Signature: <i>Rosa Dzanko</i>	Date: 10/18/22

REVENUE		EXPENDITURES	
E.O	EN & CC	L4/L5	43 300 43 351 21 351
OCA	ENVCT & CCENF		

Budget:

Salary: \$ 1,150,872

Fringe: \$ 519,649

OPS: \$ 95,570

Expense: \$ 163,677

Special Category* \$

OCO: \$

Fixed Capital Outlay: \$

Indirect Cost** \$

In-Kind: \$

Other: \$ 262,778

TOTAL: \$ 2,192,546

*Used for services that will be contracted out. Enter the special category number (e.g., 050001-Family Planning; 050026-AIDS Patient Care; 050331-Primary Care).

**Calculate at 24.86% of salaries + fringe. If the grantor requires a different methodology, please specify.

Comments:

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Mission:

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



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

INTEROFFICE MEMORANDUM

DATE:

TO: Ty Gentle, Director
Office of Budget and Revenue Management

FROM: Alina Alonso, MD Director
Palm Beach County Health Department

SUBJECT: Core Contract Certification for 2022-2023

INFORMATION ONLY

- I certify that no changes have been made to the Core Contract document or attachments by the Palm Beach County Health Department.
- I certify that the following changes have been made to the Core Contract document or attachments by the Palm Beach County Health Department (**requires Deputy General Counsel review and signature below**):

Page	Paragraph	Document Changes
3	6.a	Added: As State personnel, CHD employees are not officers, agents, or employees of the County.
6	7.c	Added:....insurance purchased by the County, except for the coverage referenced in paragraph 7.e. below.
6	7.d	Added: 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	7.e	Added: 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 up to the limits set by law. 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.

Florida Department of Health, Palm Beach County
Office of the Director
 800 Clematis Street – Suite 5-539
 West Palm Beach, FL 33401
 PHONE: 561-671-4005 • FAX: 561-837-5194
FloridaHealth.gov / palmbeach.floridahealth.gov



Page	Section	Attachment Changes

I certify that Attachment IV is complete and lists all facilities currently utilized by the Palm Beach County Health Department.

Alvin Howard

Signature (Administrator/Director)

10/18/22

Date

D. Medved

Signature (Deputy General Counsel)

10/12/2022

Date

**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 2022-2023**

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, 2022. State and County are jointly referred to as the “parties”.

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 the “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 this contract 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 is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.
2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2022, through September 30, 2023, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.
3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, 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 that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that 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 that protect the health of the general public through the detection, control, and eradication of diseases that 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. FUNDING. 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 outlined 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 \$ 34,577,310 (*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 \$ 2,192,546 (*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 the 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 or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's 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. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or 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 State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or 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. ADMINISTRATIVE POLICIES AND PROCEDURES. 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 outlined 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. As State personnel, CHD employees are not officers, agents, or employees of the County.

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 purchasing contract has been implemented for those goods or services. In such cases, the CHD director or 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 following 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 following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards

Board, and the requirements of federal or state law. These records shall be maintained as required by the State's 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 is 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 System; and
- 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; and
- iii.* Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- 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 or 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 or 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 or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party 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 that clearly illustrates the amount which has been credited to each party. 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 or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's 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 certified public accountant 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, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or 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 five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the 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 State's 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 concerning client confidentiality.

l. 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.

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 right to a fair hearing to the final governing authority of the CHD. 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 Compliance and Non-Discrimination 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; and
- 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 State's 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 are delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2023, for the reporting period of October 1, 2022, through December 31, 2022; and
- ii.* June 1, 2023, for the reporting period of October 1, 2022, through March 31, 2023; and
- iii.* September 1, 2023, for the reporting period of October 1, 2022 through June 30, 2023; and
- iv.* December 1, 2023, for the reporting period of October 1, 2022 through September 30, 2023.

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 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, except for the coverage referenced in paragraph 7.e. below. 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.

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.

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 up to the limits set by law. 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.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a 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. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the fiscal year beginning July 1, 2023, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:

James Andrew (Andy) Edwards
Name
CHD Chief Financial Officer
Title

800 Clematis Street
West Palm Beach, FL 33401
Address

For the County:

Reginald K. Duren
Name
Assistant County Administrator
Title

301 North Olive Avenue
West Palm Beach, FL 33401
Address

Andy.Edwards@flhealth.gov
Email Address
561.671.4121
Telephone

Rduren@pbcgov.org
Email Address
561.355.3838
Telephone

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

c. Captions. 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.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this nineteen-page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2022.

**BOARD OF COUNTY COMMISSIONERS
FOR PALM BEACH COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

SIGNED BY: _____

NAME: Robert S. Weinroth

NAME: Joseph A. Ladapo, M.D., Ph.D.

TITLE: Mayor


TITLE: State Surgeon General

DATE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

SIGNED BY: 

NAME: Tracey Powell

NAME: Alina Alonso, MD

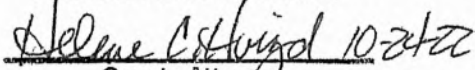
TITLE: Deputy Clerk

TITLE: CHD Director or Administrator

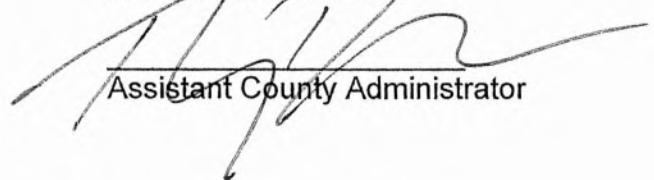
DATE: _____

DATE: 10/18/22

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


County Attorney

APPROVED FOR TERMS
AND CONDITIONS


Assistant County Administrator

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.

*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 09/30/22	940131	4784036	5724167
2. Drawdown for Contract Year October 1, 2022 to September 30, 2023	-940131	-844674	-1784805
3. Special Capital Project use for Contract Year October 1, 2022 to September 30, 2023	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2022 to September 30, 2023	0	3939362	3939362

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

ATTACHMENT II

PALM BEACH COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PATIENT CARE	770,000	0	770,000	0	770,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	136,313	0	136,313	0	136,313
015040 AIDS NETWORK REIMBURSEMENT	616,645	0	616,645	0	616,645
015040 CHD - TB COMMUNITY PROGRAM	563,245	0	563,245	0	563,245
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	98,892	0	98,892	0	98,892
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,932	0	6,932	0	6,932
015040 FAMILY PLANNING GENERAL REVENUE	374,469	0	374,469	0	374,469
015040 HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	55,693	0	55,693	0	55,693
015040 PRIMARY CARE PROGRAM	790,578	0	790,578	0	790,578
015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	62,000	0	62,000	0	62,000
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	718,211	0	718,211	0	718,211
015040 ALG/CHD SOVEREIGN IMMUNITY	32,373	0	32,373	0	32,373
015050 CHD GENERAL REVENUE NON-CATEGORICAL	11,905,615	0	11,905,615	0	11,905,615
GENERAL REVENUE TOTAL	16,130,966	0	16,130,966	0	16,130,966
2. NON GENERAL REVENUE - STATE					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	29,006	0	29,006	0	29,006
015010 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	7,000	0	7,000	0	7,000
015010 SAFE DRINKING WATER ACT - HEADQUARTERS	53,954	0	53,954	0	53,954
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	395,549	0	395,549	0	395,549
015010 TOBACCO NON PILOT EXPENDITURES	8,000	0	8,000	0	8,000
NON GENERAL REVENUE TOTAL	493,509	0	493,509	0	493,509
3. FEDERAL FUNDS - STATE					
007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	501,701	0	501,701	0	501,701
007000 AIDS SURVEILLANCE - CORE	211,948	0	211,948	0	211,948
007000 WIC BREASTFEEDING PEER COUNSELING PROG	193,271	0	193,271	0	193,271
007000 COASTAL BEACH WATER QUALITY MONITORING	18,582	0	18,582	0	18,582
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	50,460	0	50,460	0	50,460
007000 STRENGTHENING STD PREVENTION AND CONTROL	173,170	0	173,170	0	173,170
007000 ELC COVID ENHANCED DETECTION EXPANSION GRANT	4,100,000	0	4,100,000	0	4,100,000
007000 EPID & LAB FOR INFECTIOUS DISEASE COVID-19	220,032	0	220,032	0	220,032
007000 INTEGRATED PROGRAM ENDING HIV EPIDEMIC	677,378	0	677,378	0	677,378
007000 FAMILY PLANNING TITLE X - GRANT	479,891	0	479,891	0	479,891
007000 HEALTH DISPARITIES GRANT COVID-19	78,258	0	78,258	0	78,258
007000 ADULT VIRAL HEPATITIS PREVENTION & SURVEILLANCE	49,879	0	49,879	0	49,879
007000 IMMUNIZATION & VACCINES CHILDREN COVID 19 RESPON	197,087	0	197,087	0	197,087
007000 INFANT MORTALITY	13,588	0	13,588	0	13,588
007000 IMMUNIZATION ACTION PLAN	194,250	0	194,250	0	194,250
007000 IMMUNIZATION VACCINE FOR CHILDREN PANFLU	78,750	0	78,750	0	78,750
007000 LEAD POISONING PREVENTION - CHILDHOOD LEAD POISO	70,700	0	70,700	0	70,700
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	74,174	0	74,174	0	74,174

ATTACHMENT II

PALM BEACH COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
007000 MCH SPECIAL PROJECT PRAMS	58,477	0	58,477	0	58,477
007000 MCH SPEC PRJ SOCIAL DETERMINANTS HLTH COMM EDU	13,588	0	13,588	0	13,588
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	152,246	0	152,246	0	152,246
007000 BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	238,088	0	238,088	0	238,088
007000 CRI MEDICAL COUNTERMEASURES DISPENSING	208,962	0	208,962	0	208,962
007000 BASE REGIONAL PREPAREDNESS CAPABILITY	146,346	0	146,346	0	146,346
007000 AIDS PREVENTION	1,022,680	0	1,022,680	0	1,022,680
007000 RYAN WHITE TITLE II CARE GRANT	95,437	0	95,437	0	95,437
007000 RYAN WHITE TITLE II GRANT/CHD CONSORTIUM	794,488	0	794,488	0	794,488
007000 STATE INDOOR RADON GRANT PROGRAM	3,600	0	3,600	0	3,600
007000 IMPROVING STD PROGRAMS	157,756	0	157,756	0	157,756
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	994	0	994	0	994
007000 WIC PROGRAM ADMINISTRATION	6,618,325	0	6,618,325	0	6,618,325
015075 SUPPLEMENTAL SCHOOL HEALTH	493,796	0	493,796	0	493,796
015075 SNAP ED - OBESITY	93,429	0	93,429	0	93,429
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	38,000	0	38,000	0	38,000
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	345,000	0	345,000	0	345,000
018005 RYAN WHITE TITLE II ADAP DRUG REBATES	88,504	0	88,504	0	88,504
FEDERAL FUNDS TOTAL	17,952,835	0	17,952,835	0	17,952,835
 4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	1,226,745	0	1,226,745	0	1,226,745
001020 SAFE DRINKING WATER ACT-COUNTY HEALTH DEPARTMENT	204,050	0	204,050	0	204,050
001092 ON SITE SEWAGE DISPOSAL PERMIT FEES	349,781	0	349,781	0	349,781
001092 CHD STATEWIDE ENVIRONMENTAL FEES	77,425	0	77,425	0	77,425
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	30,398	0	30,398	0	30,398
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	13,781	0	13,781	0	13,781
001206 SEPTIC TANK RESEARCH SURCHARGE	430	0	430	0	430
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	70,545	0	70,545	0	70,545
001206 DRINKING WATER PROGRAM OPERATIONS	1,593	0	1,593	0	1,593
001206 REGULATION OF BODY PIERCING SALONS	400	0	400	0	400
001206 TANNING FACILITIES	1,034	0	1,034	0	1,034
001206 ONSITE SEWAGE TRAINING CENTER	395	0	395	0	395
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	12,799	0	12,799	0	12,799
001206 MOBILE HOME & RV PARK FEES	3,878	0	3,878	0	3,878
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	1,993,254	0	1,993,254	0	1,993,254
 5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	940,131	0	940,131	0	940,131
OTHER CASH CONTRIBUTION TOTAL	940,131	0	940,131	0	940,131
 6. MEDICAID - STATE/COUNTY:					

ATTACHMENT II

PALM BEACH COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001057 CHD CLINIC FEES	0	1,108,486	1,108,486	0	1,108,486
001147 CHD CLINIC FEES	0	49,495	49,495	0	49,495
001148 CHD CLINIC FEES	0	618,686	618,686	0	618,686
MEDICAID TOTAL	0	1,776,667	1,776,667	0	1,776,667
7. ALLOCABLE REVENUE - STATE:					
001004 CHD STATEWIDE ENVIRONMENTAL FEES	110,000	0	110,000	0	110,000
001004 CHD LOCAL ENVIRONMENTAL FEES	5,100	0	5,100	0	5,100
018000 CHD FEDERAL & LOCAL INDIRECT EARNINGS	105	0	105	0	105
037000 CHD CLINIC FEES	7,500	0	7,500	0	7,500
ALLOCABLE REVENUE TOTAL	122,705	0	122,705	0	122,705
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	7,134,368	7,134,368
PHARMACY DRUG PROGRAM	0	0	0	123,728	123,728
WIC PROGRAM	0	0	0	29,645,611	29,645,611
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	167,164	167,164
IMMUNIZATIONS	0	0	0	1,367,121	1,367,121
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	38,437,992	38,437,992
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHILDCARE ENFORCEMENT & CONTROL - BD OF CTY COMM	0	142,799	142,799	0	142,799
008005 ENVIRONMENTAL HEALTH COUNTY SUPPORT	0	2,049,747	2,049,747	0	2,049,747
008040 SEC 403-182 AIR POLLUTION TAG FEE TO COUNTY	0	875,861	875,861	0	875,861
008040 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	85,704	85,704	0	85,704
008040 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	15,000	15,000	0	15,000
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	3,169,111	3,169,111	0	3,169,111
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001025 CHD CLINIC FEES	0	3,503	3,503	0	3,503
001077 CHD CLINIC FEES	0	70,161	70,161	0	70,161
001094 CHD LOCAL ENVIRONMENTAL FEES	0	1,976,369	1,976,369	0	1,976,369
001110 VITAL STATISTICS CERTIFIED RECORDS	0	1,800,010	1,800,010	0	1,800,010
FEES AUTHORIZED BY COUNTY TOTAL	0	3,850,043	3,850,043	0	3,850,043
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	1,737,184	1,737,184	0	1,737,184
001029 HEALTH CARE DISTRICT COUNTY HOME	0	32,000	32,000	0	32,000
001090 CHD CLINIC FEES	0	196,112	196,112	0	196,112
005000 CHD CLINIC FEES	0	196	196	0	196
007010 EPA SECTION 103 AIR MONITORING	0	35,505	35,505	0	35,505
007010 FEDERAL AIR POLLUTION EPA 105	0	148,154	148,154	0	148,154
007010 OVERDOSE DATA TO ACTION (OD2A) CHD DIRECT FED	0	756,500	756,500	0	756,500
007010 OVERDOSE DATA TO ACTION (OD2A) CHD DIRECT FED	0	2,156,146	2,156,146	0	2,156,146

ATTACHMENT II

PALM BEACH COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
007099 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	346,353	346,353	0	346,353
007099 OVERDOSE DATA TO ACTION (OD2A) CHD DIRECT FED	0	172,000	172,000	0	172,000
008060 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	81,600	81,600	0	81,600
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	4,000	4,000	0	4,000
010300 FL DEP AIR POLLUTION MONITORING TITLE V	0	80,936	80,936	0	80,936
010300 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	23,091	23,091	0	23,091
010300 MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	1,093	1,093	0	1,093
010500 CHD CLINIC FEES	0	5,841	5,841	0	5,841
010500 HEALTH CARE DISTRICT BUILDING/FACILITY	0	675,140	675,140	0	675,140
010500 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	160,250	160,250	0	160,250
011000 CHILDREN'S SERVICE COUNCIL-DATA ENTRY PB CHD	0	816,346	816,346	0	816,346
011000 CHILDRENS SERVICES COUN- NURSE FAMILY PRTRNSHIP	0	1,620,642	1,620,642	0	1,620,642
011000 QUANTUM FOUNDATION SCHOOL-BASED SEALANT PROGRAM	0	90,909	90,909	0	90,909
011000 CSC HEALTHY BEGINNINGS NURSES	0	3,842,812	3,842,812	0	3,842,812
011000 HEALTH CARE DISTRICT PREVENTIVE HEALTH CARE	0	8,507,947	8,507,947	0	8,507,947
011000 HEALTHY MOTHERS HEALTHY BABIES PREGNANCY CENTER	0	52,000	52,000	0	52,000
011000 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	859,320	859,320	0	859,320
011000 RYAN WHITE PART A HIV HEALTH SUPP SVCS	0	469,804	469,804	0	469,804
011000 WHIN WOMEN'S HEALTH INITIATIVE HEALTHY BEG	0	576,961	576,961	0	576,961
012020 CHD LOCAL ENVIRONMENTAL FEES	0	33,500	33,500	0	33,500
015020 CHILD DAY CARE FACILITIES LICENSE	0	265,913	265,913	0	265,913
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	844,674	844,674	0	844,674
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	24,592,929	24,592,929	0	24,592,929
12. ALLOCABLE REVENUE - COUNTY					
001004 CHD STATEWIDE ENVIRONMENTAL FEES	0	110,000	110,000	0	110,000
001004 CHD LOCAL ENVIRONMENTAL FEES	0	5,100	5,100	0	5,100
018000 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	105	105	0	105
037000 CHD CLINIC FEES	0	7,500	7,500	0	7,500
COUNTY ALLOCABLE REVENUE TOTAL	0	122,705	122,705	0	122,705
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

ATTACHMENT II

PALM BEACH COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
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	37,633,400	33,511,455	71,144,855	43,039,110	114,183,965

ATTACHMENT III

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

1. The CHD 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.
2. The CHD assures that it will comply with 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.
3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 *et seq.*); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.

Attachment IV

Fiscal Year - 2022 - 2023

Palm Beach County Health Department

Facilities Utilized by the County Health Department

Complete Location <small>(Street Address, City, Zip)</small>	Facility Description And Official Building Name (if applicable) <small>(Admin, Clinic, Envrn Hlth, etc.)</small>	Lease/ Agreement Number	Type of Agreement <small>(Private Lease thru State or County, other - please define)</small>	Complete Legal Name of Owner	SQ Feet	Employee Count <small>(FTE/OPS/ Contract)</small>
38754 State Road 80, Belle Glade, FL 33430	C.L. Brumback Health Center	N/A	County Owned	County Board of County Commissioners	37479	sub-lease space (HCD, PBC, etc.)
225/345 Congress Avenue, Delray Beach, FL 33444	Delray Beach Health Center	N/A	County Owned	County Board of County Commissioners	53035	Excludes sub-lease space (HCD,
1250 Southwinds Drive, Lantana FL 33462	Lantana/LakeWorth Health Center	N/A	County Owned	County Board of County Commissioners	33800	sub-lease space (HCD, PBC, DOH
6405 Indiantown Road, Jupiter, FL33458	Jupiter Health Center	N/A	County Owned	County Board of County Commissioners	4434	7
851 Avenue "P", Riviera Beach, FL 33404	Northeast Health Center	N/A	County Owned	County Board of County Commissioners	14210	65
350 N. Haverhill Road suite 700, West Palm Beach, FI 33415	General Services Facility/Office	640:0416	Lease	Air Logistics Park, LLC	19978	40
5985 10th Avenue North, Greenacres, FL 33463	WIC Administration and Client Service	640:0341	Lease	City of Greenacres	10857	31
800 Clematis Street, West Palm Beach FI 33401	Environmental Public Health, Healthy Beginnings, Epidemiology, Vital Statistics, etc.	N/A	State Owned	State of Florida	92000	296 (Excludes sub-lease DOH CO)
1150 45th Street, West Palm Beach, FL 33407	West Palm Beach Health Center	N/A	State Owned	State of Florida	61022	Excludes sub-lease space (HCD,

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

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2021-2022*	\$ <u>0</u>	\$ <u>1,000,000.00</u>	\$ <u>1,000,000.00</u>
2022-2023**	\$ <u>0</u>	\$ <u>-</u>	\$ <u>-</u>
2023-2024***	\$ <u>0</u>	\$ <u>-</u>	\$ <u>-</u>
2024-2025***	\$ <u>0</u>	\$ <u>-</u>	\$ <u>-</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>1,000,000.00</u>	\$ <u>1,000,000.00</u>

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 72250100

PROJECT NAME: Palm Beach (45th St.) CHD-Roof Renovation

LOCATION/ADDRESS: 1150 45th Street West Palm Beach, FL 33407

PROJECT TYPE:

NEW BUILDING	<u> </u> ROOFING	<u> X </u>
RENOVATION	<u> </u> PLANNING STUDY	<u> </u>
NEW ADDITION	<u> </u> OTHER	<u> </u>

SQUARE FOOTAGE: 41,870.00

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*
 The existing roof has deteriorated beyond being serviceable and is at the end of its life cycle. There is visible damage to the membrane and flashing and a there is history of leaking. The 45th Street building has about 21,520 SF at single story level (split between 2 area), 3,500 SF at 1-1/2 story level, and 16,850 SF at two story level. Our request is for total roof replacement to include design and construction. Delaying or not replacing the roof presents a major risk of increased leaks resulting in damage to the buildings interior, mold and insect infestations and injuries to occupants. In a worst-case scenario continued deterioration can negatively impact building structural integrity and result in complete roof collapse. The benefit of replacing the roof is improved building safety, increased storm resistance and increased energy efficiency and sustainability.

START DATE *(initial expenditure of funds)*: May 1, 2022

COMPLETION DATE: August 1, 2023

DESIGN FEES: \$ 140,000.00

CONSTRUCTION COSTS: \$ 860,000.00

FURNITURE/EQUIPMENT: \$ 0

TOTAL PROJECT COST: \$ 1,000,000.00

COST PER SQ FOOT: \$ 24

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

* Cash balance as of 9/30/22
 ** Cash to be transferred to FCO account.
 *** Cash anticipated for future contract years.

Conflict of Interest Questionnaire

Palm Beach County Board of County Commissioner
(Vendor/Provider Name)

CORE Contract
(Solicitation or Contract #)

- | | Yes | No |
|--|--------------------------|-------------------------------------|
| 1. Do you, your immediate family, or business partner have financial or other interests in any of the potential bidders/entities listed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from any of the potential bidders/entities listed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Have you been employed by any of the potential bidders/entities listed within the last 24 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Do you plan to obtain a financial interest, e.g. stock, in any of the potential bidders/entities listed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Do you plan to seek or accept future employment with any of the potential bidders/entities listed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Are there any other conditions which may cause a conflict of interest? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered Yes to any of the above questions, please provide a written explanation of your answer.

I, James Andrew (Andy) Edwards declare all of the above questions are answered truthfully and to the best of my knowledge.

James Andrew Edwards
Signature

10/7/2022
Date

6/2020

**COUNTY HEALTH DEPARTMENT
CORE CONTRACT REVIEW CHECKLIST**

COUNTY: **Palm Beach**

Check when Complete	Instructions
1. x	Three original contracts submitted.
2. x	Changes to contract approved by Deputy General Counsel. Yes: Proceed with review. No: Return to CHD.
3.	<u>Contract Document, Page 1</u> County name entered in various required fields.
4. x	<u>Contract Document, Page 2</u> In section 4.a.i., amount equals or less than the Schedule C total for General Revenue, Other State Funds and Federal Funds.
5. x	<u>Contract Document, Page 2</u> In section 4.a.ii., amount equals the Board of County Commissioners Annual Appropriated Amount (Attachment II, Part II, Section 9).
6. x	<u>Contract Document, Page 3</u> In section 4.e., county name and address is entered.
7. x	<u>Contract Document, Page 4</u> In section 6.d., county name is entered.
8. x	<u>Contract Document, Page 7</u> In section 9.b., State and County contract manager information is entered in the respective fields.
9. x	<u>Contract Document, Page 8</u> Number of contract document and attachment pages are entered and correct.
10. x	<u>Contract Document, Page 8</u> County name for the BOCC is entered.
11. x	<u>Contract Document, Page 8</u> Required signature from the Board of County Commissioners, the Attested To by Clerk to the Board of County Commissioners (along with a Seal Affixed), and the CHD Director/Administrator in the respective fields. Exception: If the Board of County Commissioners requires DOH to sign first.
12. x	<u>Attachment II, Part I:</u> Section 2. - Draw down for Contract Year amount recorded in the Estimated <u>State</u> share column equals the amount indicated on the Attachment II, Part II, Draw down from Public Health Unit line.
13. x	<u>Attachment II, Part I:</u> Section 2. - Draw down for Contract Year amount recorded in the Estimated <u>County</u> share column equals the amount indicated Attachment II, Part II, Draw down from Public Health Unit line.
14. x	<u>Attachment II, Part I:</u> Totals are calculated correctly.
15. x	<u>Attachment II, Part I:</u> Section 4. - Cash-to budget percentage is within the CHD's minimum and maximum reserve requirement. Divide the 9/30 ending cash balance by the total planned expenditures. <u>5.55</u> %
16. x	<u>Attachment II, Part II:</u> County in-kind contributions are included.
17. x	<u>Attachment IV:</u> Facility information is recorded correctly.
18. x	<u>Attachment V:</u> Special project information is recorded correctly.
19. x	Complete the CHD Core Contract Review form using Attachments II, Part II & Part III and the Schedule C.