

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	May 6, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

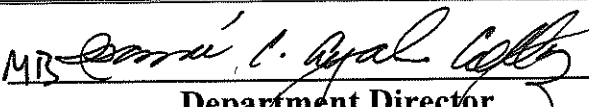
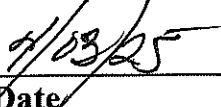
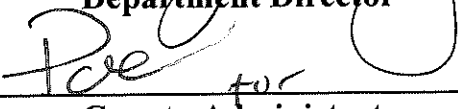
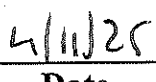
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the First Amendment to the Interlocal Agreement (Agreement) with the Health Care District of Palm Beach County (HCD) for the continued provision of medical services at the Homeless Resource Center n/k/a the Senator Philip D. Lewis Center (Lewis Center), located at 1000 45th Street in the City of West Palm Beach, for a period of five (5) years from May 11, 2025 through May 10, 2030.

Summary: On May 5, 2020, the Board of County Commissioners (BCC) approved an Agreement (R2020-0431) with HCD for the provision of primary medical care and basic medical services for the Lewis Center clients. The Agreement provides for two (2) renewal options, each for a period of five (5) years. HCD has provided these services since 2012 under previous Interlocal Agreements (R2012-0882, as amended by R2015-0554, R2018-0744, and R2019-0953), in compliance with the purchase agreement between the City of West Palm Beach and Palm Beach County. Both parties have determined that extending the term of the Agreement is beneficial. HCD has approved the amendment to extend the term until May 10, 2030, and the renewal now requires approval by the BCC. The Agreement may be terminated by either party, without cause, upon 180 days prior written notice to the other party. This First Amendment extends the term of the Agreement, adds the County standard Counterparts and E-Verify provisions, and replaces Exhibit A with an updated version of the scope of work/services offered by HCD. Other than the changes set forth herein, all other terms remain the same. There is no fiscal impact associated with this agreement. **(FDO Admin) District 7/Countywide (MWJ)**

Background and Justification: On May 1, 2007, the BCC established the Homeless Advisory Board to develop a Ten-Year Plan to End Homelessness in Palm Beach County (Ten-Year Plan). The BCC formally adopted the Ten-Year Plan in September 2008. On January 12, 2010, the County entered into an Interlocal Agreement with the City of West Palm Beach (R2010-0137) for the County’s purchase of City of West Palm Beach owned property on which the Lewis Center would operate. The purchase agreement required: (i) the Lewis Center include a health clinic providing access to services on a 24-hour basis, 365 days per year; and (ii) partnerships be entered into with public medical service providers to deliver primary care and basic medical services to the Lewis Center clients after the normal business hours of the public health centers. The Lewis Center's 2,773-square-foot health clinic serves only its clients, not the general homeless population. Development of the homeless resource center was one of the Action Steps of the Ten-Year Plan. In July 2012, the Lewis Center opened in West Palm Beach as the first such facility to be developed, as part of an envisioned countywide network of homeless resource centers. The HCD has provided the primary medical care and basic medical services for the Lewis Center clients since 2012, under previous interlocal agreements. After approval of this First Amendment, one (1) renewal option remains under the Agreement.

- Attachments:**
- 1. Location Map
 - 2. First Amendment

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income	_____	_____	_____	_____	_____
(County)					
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS					
(Cumulative)					

Is Item Included in Current Budget: Yes _____ No X
Is this item using Federal Funds: Yes _____ No X
Is this item using State Funds: Yes _____ No X

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] 4/7/2025
OFMB
4/7/25

[Signature] 4/7/25
Contract Development and Control
2024.8.25

B. Legal Sufficiency:
[Signature] 4/19/25
Assistant County Attorney

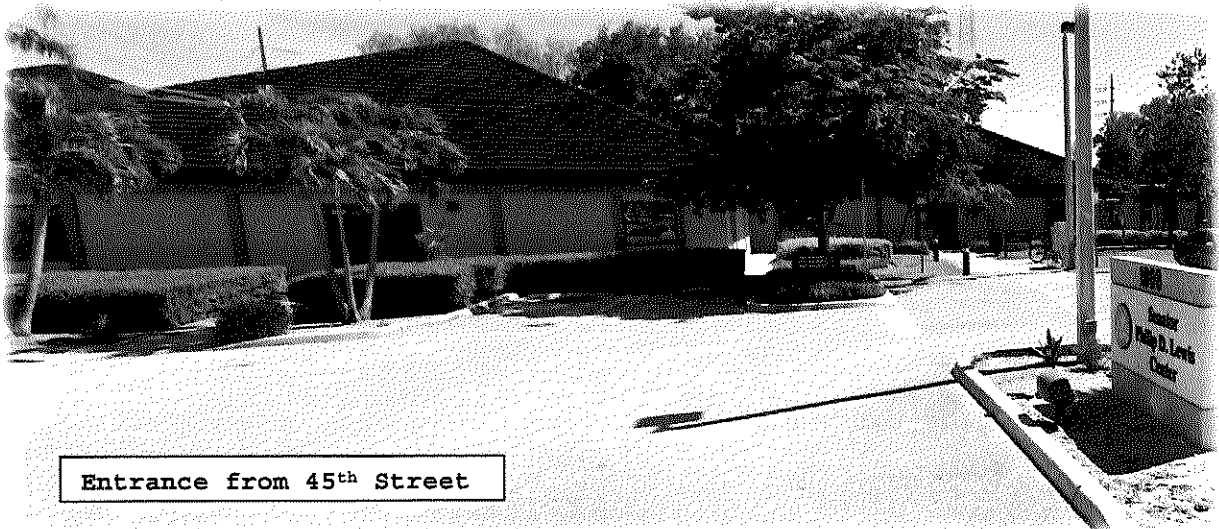
C. Other Department Review:
[Signature]
Department Director

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

ATTACHMENT 1

LOCATION MAP

Address: 1000 45th Street, West Palm Beach



**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to Interlocal Agreement R2020-0431 dated May 5, 2020 (the "Agreement"), is made as of May 11, 2025, 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 2003-326, Laws of Florida as amended, ("District").

WITNESSETH

WHEREAS, pursuant to the Agreement, the District has agreed to administer, manage and provide adult and pediatric primary medical services for the Homeless Resource Center ("HRC") clients at the HRC; and

WHEREAS, the County and the District have determined it to be beneficial to both parties to continue and extend the term of the Agreement and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and District agree as follows:

- 1. The term of the Agreement is renewed on May 11, 2025 and continuing through May 10, 2030, pursuant to the Agreement, Section 3.02.
- 2. The Agreement is hereby modified to add the following:

29. COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The Parties may execute the Agreement through electronic or manual means

30. E-VERIFY - EMPLOYMENT ELIGIBILITY

District and County warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

District shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. District

shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

Either party shall terminate this Agreement if it has a good faith belief that the other party has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that District's subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify District to terminate its contract with the subcontractor and District shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, District shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, District shall also be liable for any additional costs incurred by County as a result of the termination.

3. The Agreement is hereby modified by deleting Exhibit "A" Scope of Work/Services in its entirety and replacing with Exhibit "A" attached hereto and incorporated by reference.
4. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the District and County.

(The Remainder of This Page Is Left Blank Intentionally)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

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


JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

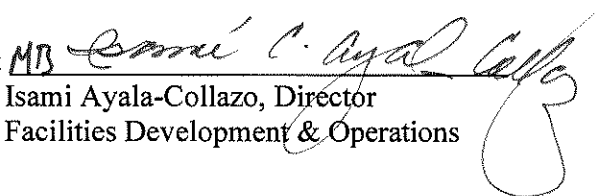
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Assistant County Attorney

By:  _____
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

HEALTH CARE DISTRICT OF PALM
BEACH COUNTY

By:

DocuSigned by:

Kelley Anderson

814FA5376122448...

Signature of Witness

Kelley Anderson
Printed Name of Witness

By:

Signed by:

Darcy J. Davis

77A3B53586A1427...

Darcy J. Davis, Chief Executive Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

DocuSigned by:

Bernabe L. Liaga

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General Counsel

Exhibit "A"
Scope of Work/Services

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.

In light of the foregoing, the 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 District 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. District shall ensure that District staff adheres to the day-to-day policies, procedures and protocols.

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

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

1. Physical/medical assessment/screenings of HRC clients upon admission to the HRC*;
2. Adult primary medical care, and behavioral health services;
3. Health Screening for housing placement;
4. Routine diagnostic in-house labs as medically needed;
5. 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, and participate in case conferencing.

* The District shall exercise reasonable efforts to provide these services within Seven (7) days 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. (collectively, the foregoing hours shall be referred to as the "Minimum Hours").

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 a licensed physician or midlevel provider (i.e. APRN or PA) on an as needed basis based on a schedule to be coordinated with the County, Goodwill or other County authorized agency.
2. Monday-Friday- 8:00 a.m. to 5:00 p.m. - Clerical staff and/or a health support aide

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., (iii) The Lords Place, Inc., and any other County approved agency for the possible sharing of medical information as may be 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 and other legal 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.

District 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, with a copy of the request sent to Palm Beach County's Department of Community Services.

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.