

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$250,000</u>	_____	_____	_____	_____
External Revenues	<u>\$(250,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Does this item include the use of Federal funds? Yes ___ No X
 Does this item include the use of State funds? Yes X No ___

Budget Account No.:

Expense Fund 1300 Dept 440 Unit 4316 Object various
 Revenue Fund 1300 Dept 440 Unit 4316 Rvsc 6694

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

This program is fully funded by the Florida Department of Health through the Treasure Coast Health Council, no County funds are needed.

C. Departmental Fiscal Review: *Luca Maggieri* 3/31/26

III. REVIEW COMMENTS

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

Luca Maggieri 4/2/26
 OFMB
 MO 3/31

Frankie Mack 4/2/26
 Contract Development and Control
 269 4.2.26

B. Legal Sufficiency

Jim Bue 4/13/26
 Assistant County Attorney

C. Other Department Review:

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

CONSULTING AND PROFESSIONAL SERVICES
Letter of Understanding
Between Palm Beach County and Treasure Coast Health Council, Inc.,
dba Health Council of Southeast Florida
Opioid Data to Action (OD2A)

Independent Contractor: Palm Beach County, through its Fire Rescue Department (Contractor or County or Provider)

Street: 405 Pike Road

City: West Palm Beach

State: FL

Zip: 33411

Telephone: (561) 616-7000

Fax:

Email: LMagierowski@pbc.gov

Type of Contractor: Individual Sole Proprietorship Corporation Government

Beginning/Ending Dates of Service: 04/21/2026-08/31/2026

Description of Services, Products and/or Deliverables:

Develop and implement strategies to support opioid-related prevention components of the CDC Overdose Data to Action (OD2A) cooperative agreement, awarded to Florida Department of Health Palm Beach County.

It is the understanding of the Treasure Coast Health Council, Inc., dba Health Council of Southeast Florida (Health Council), and the Independent Contractor that the Contractor will provide services in the following County: Palm Beach County.

The Contractor is required to demonstrate that they will use OD2A cooperative agreement funds to perform all required duties as described below:

Partner Deliverables:

1. Contractor will provide Mobile Integrated Health (MIH) staffing to include:
 - a. Approximately 40 hours per week of specially trained Community Paramedic recovery education, intervention, and resource information.
2. Immediately upon contract execution, schedule Community Paramedic(s) to provide the services hereunder.
3. Within 5 days of execution of contract, the MIH Team's Community Paramedic(s) will perform the following tasks for approximately 38 hours/week:
 - a. Telehealth intervention, or in person intervention visit within emergency department/hospital, for approximately 40 patients per week for approximately 38 hours per week.
 - b. Program Management tasks and community partnership activities for approximately 2 hours per week.
4. Track and report linkage data, as requested and required, to comply with the CDC's OD2A Component C: Linkage to and Retention to Care Surveillance, including but not limited to initial encounters and 6 month follow-ups.
5. Provide a monthly progress report to the Health Council by the 10th of each month (including partial months) to include, as applicable, the following monthly and year to date data relating to the project deliverables under this Letter of Understanding:

- a. Total number of patients who received intervention within an emergency department/hospital.
 - b. Total number of patients who received telehealth intervention.
 - c. De-identified Demographic characteristics, as available.
 - d. Number and % of MIH patients who accept intervention.
 - e. De-identified aggregate breakdown of types of resources or education provided to patients as part of intervention.
 - f. Number of patients who receive a Health Resource Kit.
 - g. Other progress toward deliverables, which does not include Protected Health Information.
6. Participate in OD2A-related grant, partner and stakeholder meetings, as requested

Evaluation Requirements:

Under this Letter of Understanding, the Contractor and the Health Council will be required to fully cooperate with and actively participate in any Federal, State, or local evaluation of the program, including de-identified quarterly reporting to Florida State University on performance measures, as applicable.

Reporting Requirements:

Under this Letter of Understanding, the Contractor will be required to complete and submit monthly reports to the Health Council on or before the 10th of the month, for the previous calendar month service period, related to the progress and completion of project deliverables as set forth in paragraph 5 above. The monthly report shall be submitted to the Health Council via email using templates provided by the Health Council.

The Contractor also must, to the extent permitted by law, provide any required quarterly, annual and final reports, as requested by the Health Council, Florida Department of Health and/or CDC.

Submit reports to:

Name: Anil Pandya

Title: Chief Operating Officer

Address: 600 Sandtree Drive, Suite 101, Palm Beach Gardens, FL 33403

Email: apandya@hcsef.org

Other Requirements:

To the extent permitted by law, Contractor will be provided with guidance related to the use of the OD2A logo, name, program names and related branding considerations as required by Health Council, Florida Department of Health Palm Beach County and/or the CDC for any materials or activities funded by OD2A. Contractor will include a funding acknowledgement statement provided by the Health Council and required by the CDC on all material produced for any activities funded by OD2A.

Method of Payment:

1. **Payment:** This is a cost reimbursement contract. Contractor may seek reimbursement for allowable costs (such as salaries, overtime, fringe benefits, and telehealth video services) incurred in the completion of the deliverables specified in this Letter of Understanding for a total dollar amount not to exceed \$250,000 for the term of the agreement, 04/21/2026 through 08/31/2026.
2. **Invoice Submission Requirements:** Under this Letter of Understanding, the Contractor will be required to complete and submit monthly invoices, including all supporting documentation, to the Health Council, within 10 days following the end of the month for which payment is being requested. The monthly invoice shall be delivered to the Health

Council via email using templates provided by the Health Council. The Health Council shall reimburse the Contractor on a monthly basis within 45 days of its receipt of each invoice by submitting payment to: Board of County Commissioners, Palm Beach County Finance Department, P.O. Box 4036, West Palm Beach, FL 33402-4036 ph. #561-355-2912.

3. Supporting Documentation: Cost Reimbursement Documentation Requirements:
 - a. The Contractor will establish and maintain all records and documents in accordance with generally accepted accounting/operational procedures and practices which sufficiently and properly reflect program operations and activities. Paid invoices or receipts must be submitted to support purchases made. Documentation must be submitted for all payroll and benefit payments. Receipts and supporting documentation are required for all expenses incurred for which reimbursement is sought.
 - b. To the extent permitted by law, the Contractor will ensure that all records pertaining to activities funded under the terms and conditions of this contract will be subject to inspection or review by the Health Council.

Submit invoices to:

Name: Anne Costello

Title: Chief Financial Officer

Address: 600 Sandtree Drive, Suite 101, Palm Beach Gardens, FL 33403

Email: acostello@hcsef.org

Monitoring: To the extent permitted by law, the Contractor agrees to permit persons duly authorized by the Health Council to inspect any records, papers, documents, facilities, and/or goods and services of the Contractor that are relevant to this contract to assure the Health Council of the satisfactory performance of the terms and conditions of this contract. Following such evaluation, the Health Council will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the Health Council within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies within 30 days may, at the sole and exclusive discretion of the Health Council, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this contract; (2) the withholding of payments to the Contractor by the Health Council; and, (3) the termination of this contract for cause.

Renewal: This Letter of Understanding may be renewed on a yearly basis for no more than two years beyond the initial contract and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Health Council and will be subject to the availability of funds.

Termination: Either party may terminate this contract, for any reason or for no reason at all, upon thirty (30) days' prior written notification to the other party. Such notification shall be sent to:

Palm Beach County Fire Rescue
Patrick J. Kennedy
Fire Rescue Administrator
405 Pike Road

West Palm Beach, FL 33411
PKennedy@pbc.gov

Health Council of Southeast Florida
Andrea Stephenson Royster
Chief Executive Officer
600 Sandtree Drive, Suite 101, Palm Beach Gardens FL 33403
astephenson@hcsef.org

Insurance Requirements:

County is a political sub-division of the State of Florida subject to the limitations of Florida Statutes 768.28 as amended. County shall maintain a fiscally prudent liability program with regard to its obligations under this contract. Nothing herein shall serve as a waiver of sovereign immunity. When requested, the County shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Annual Appropriations:

The County's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Successors and Assigns:

The County and the Health Council each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Neither party shall assign, sublet, convey or transfer its interest in this contract without the prior written consent of the other.

Remedies:

This contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this contract will 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, 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 contract 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 contract, including but not limited to any citizen or employees of the County and/or the Health Council.

Access and Audits:

The Health Council shall maintain all records relating to this contract and the services and reimbursements hereunder for at least five (5) years after completion or termination of this contract. The County shall have access to such records for the purpose of inspection or audit during normal business hours, at the Health Council's place of business.

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 Health Council, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to

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

Nondiscrimination:

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Health Council warrants and represents that throughout the term of the contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of this contract.

E-Verify Employment Eligibility:

Health Council warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended and that it has registered with and uses the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of employees as set forth in Section 448.095, Florida Statutes. If County has a good faith belief that Health Council has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall terminate this contract and said termination shall not be considered a breach of contract.

Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this contract or performing any work in furtherance thereof, the Health Council certifies that it has disclosed any current or prior history of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

Human Trafficking Affidavit

Health Council warrants and represents that it does not use coercion for labor or Services as defined in section 787.06, Florida Statutes. Health Council has executed Exhibit A, Nongovernmental Entity Human Trafficking Affidavit, which is attached here to and incorporated herein by reference.

Contractor further agrees as required by State of Florida Department of Health

1. Background Screening Requirements and Drug Screening Requirements:

1. **Background Screening Requirements:** In the Department's sole and exclusive discretion, it may determine that background screening of some or all the Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, the Provider agrees to the following:
 - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
 - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
 - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
 - d. Be responsible for any costs incurred in meeting this screening requirement.

2. Drug Screening Requirements:

- a. If the Provider's officers, agents, employees, subcontractors, or assignees (collectively "individuals") are assigned to work in a Department designated Safety-Sensitive Class

and/or Position, under this Contract, then a drug test must be performed prior to the individual being allowed to start work under this Contract. Individuals can be screened by the Contractor pursuant to its collective bargaining agreements and internal policies, which shall be deemed to satisfy the drug screening requirements of this Contract. Subject to the written authorization of the individual, the Provider will submit to the Department a written attestation confirming that the individual has completed and cleared the drug screening prior to said individual working under this Contract. No individual can begin work under this Contract until they have been cleared by the Department.

- b. If at any time while performing services under this Contract reasonable suspicion exists to believe that the Provider's staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, are under the influence of or impaired by drugs, the Department reserves the right to request that the Provider submit the individual to drug testing, if consistent with and in accordance with the Provider's collective bargaining agreements and internal policies. The Department may require the individual to cease performing services pending drug test results. Subject to the written authorization of the individual, the Provider may notify the Department of the results of any such drug test, at which time the Department may request a replacement of equal or superior skills and qualifications of the prior individual.
- c. The Provider is responsible for any costs associated with meeting this screening requirement.

2. Civil Rights Requirements:

1. Provider, including its officers, agents, employees, subcontractors, or assignees must review the following policies and procedures as directed by the Department: Methods of Administration, Equal Opportunity in Service Delivery and the Auxiliary Aids LEP Plan.
2. Upon contract execution and each subsequent year thereafter, the Provider must complete the Department's Civil Rights Compliance Checklist, consistent with the revised checklist provided by the Health Council and attached hereto as Exhibit B, and submit it as directed by the Department.

3. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract.
 2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractor, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
 3. Provider, its officers, agents, employees, subcontractor, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
 4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
 5. Unless justified by Provider and agreed to by the Department in the Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider or its subcontractor or assignee.
 6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.
4. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it will, in publicizing, advertising, or describing the sponsorship of the

program, state: “Sponsored by (Provider's name) and the State of Florida, Department of Health.” If the sponsorship reference is in written material, the words “State of Florida, Department of Health” will appear in at least the same size letters or type as Provider’s name.

5. **Final Invoice.** To submit the final invoice for payment to the Health Council no more than 20 days after the contract ends or is terminated. An extension of up to 5 days may be granted with the approval of CEO. If Contractor fails to do so, all right to payment is forfeited and the Health Council will not honor any requests submitted after the aforesaid time period. Any payments due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Health Council.

6. **Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

7. Public Entity Crime, Discriminatory Vendor, Antitrust Violator Vendor List, and Scrutinized Companies

1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

3. **Scrutinized Companies:**

a. The following paragraph applies regardless of the dollar value of the good or services provided: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not participating in a boycott of Israel. At the Department’s option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the “Scrutinized Companies that Boycott Israel List”) or becomes engaged in a boycott of Israel.

b. The following paragraph applies only when goods or services to be provided are \$1 million or more: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the “Scrutinized Companies with Activities in Sudan List” and the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List”) and, to the extent not preempted by Federal law, that it has not

been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

4. **Antitrust Violator Vendor List:** Pursuant to section 287.137(2)(a), "[a] person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
 5. **Department Notification Requirements:** Provider must notify the Department in writing if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the term of the Contract.
- 8. Patents, Copyrights, Royalties, and Ownership of Property**
1. Provider shall not assert any rights to: a) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); b) intellectual property furnished by the Department; and c) any data collected or created for the Department. Provider shall transfer all such intellectual property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. If the Department or State has the authority to assert a right in any of the intellectual property or data, Provider shall assist, if necessary, in the assertion of such right. Provider must inform the Department of any inventions or discoveries developed in connection with this Contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
 2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this Contract. All copyrights accruing under or in connection with the performance of the Contract are the sole property of the state of Florida.
 3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. **NOTE: This section is not applicable to contracts executed with state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
 4. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.

5. Notwithstanding the foregoing, and unless otherwise specified in the Attachment I, Provider's intellectual property rights that preexist this Contract will remain with Provider unless such preexisting software or work was developed under a previous Contract with the Department.
6. The following is only applicable to contracts executed with State universities, as defined in section 1001.705, Florida Statutes:
 - a. Provider will retain ownership of all intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
 - b. Provider must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Provider grants the state of Florida an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
 - c. If this contract is paid for with federal funds, Provider will grant the awarding federal agency an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.


9. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

10. Information Security and Confidentiality of Data, Files, and Records:

- i. Information Security:** The State requires that all data generated, used, or stored by Provider pursuant to this Contract reside and remain in the United States and not be transferred outside of the United States. The State also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.
- ii. Confidentiality of Data, Files, and Records:** To the extent permitted by law, provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this Contract in accordance with applicable state and federal laws, rules, and regulations and any Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by Provider upon execution of this Contract, including any amendments. The Department will provide any Department program-specific supplemental protocols to Provider and reserves the right to update such protocols throughout the term of the Contract. The Provider agrees that it will continue to comply with all protocols, as updated and supplemented, throughout the duration of this Contract. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), 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. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information as defined in 45 CFR § 160.103. Provider must comply with any applicable professional standards of practice with respect to the confidentiality of information.

The Independent Contractor and Health Council agree to all terms and contents of this Letter of Understanding:


Treasure Coast Health Council, Inc., dba Health Council of Southeast Florida

Signed: 

Name: Andrea Stephenson Royster

Title: Chief Executive Officer –Authorized Representative

Date: March 23, 2026

Witness Signature: 

Witness Name Printed: Rosemary Ingram-Newton

Independent Contractor:

**ATTEST:
MICHAEL A. CARUSO,
Clerk of the Circuit
Court & Comptroller**

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
County Attorney


By: 
Fire Rescue

EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND
NOTARIZED

I, the undersigned, am an officer or representative of Health Council of Southeast Florida and attest that Health Council of Southeast Florida does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature] Andrea Stephenson Royster, Chief Executive officer
(signature of officer or representative) (printed name and title of officer or representative)

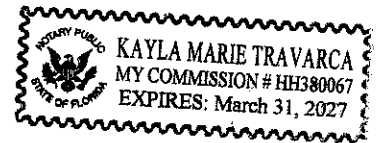
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online
notarization this, 23rd day of March, 2026, by Andrea Stephenson Royster

Personally known OR produced identification .

Type of identification produced _____.

Kayla Marie Travarca
NOTARY PUBLIC
My Commission Expires: 03/31/2027
State of Florida at large



(Notary Seal)

Exhibit B
Civil Right's Compliance Checklist



Florida Department of Health Office of the General Counsel Equal Opportunity Section

CIVIL RIGHTS COMPLIANCE CHECKLIST FOR THE DEPARTMENT OF HEALTH AND PROVIDERS

The Florida Department of Health (Department) and its Providers are committed to equality in opportunity for all persons without regard to race, color, national origin, age, disability, and sex, ~~(including pregnancy, sexual orientation, gender identity, and sex characteristics)~~. Note, not all bases apply to all Department programs and activities. Additionally, reprisal or retaliation is prohibited for prior civil rights activity in any program or activity conducted or funded by a federal agency.

The Equal Opportunity Section (EOS) monitors civil rights compliance of the Department and its Providers and ensures resolution of noncompliance is accomplished within federal guidelines. A provider is an individual, organization, institution, or agency from which the Department purchases or arranges for the provision of client services or benefits under departmental programs and activities.

The EOS, the Department's programs, and its Providers must work together to resolve noncompliance matters in a timely manner. Each applicable Department program must use the Civil Rights Compliance Checklist (CRCC) to evaluate all programs for civil rights compliance in accordance with federal requirements.

Additionally, Grant Managers and Contract Managers are responsible for monitoring Providers to ensure compliance with all applicable federal civil rights laws and nondiscrimination provisions. The monitoring must use this checklist. Prior to the approval of each contract, the designated Grant Manager or Contract Manager must review the completed CRCC to ensure it is complete. Each Grant Manager or Contract Manager must maintain the CRCC for each Provider. Additional monitoring may be conducted as needed by the Grant Manager, Contract Manager, or the EOS to ensure compliance in accordance with federal requirements.

Programs such as Women, Infants, and Children (WIC) and Child and Adult Care Food Program (CACFP) may require additional compliance reviews and monitoring by the applicable federal agency. Significant findings discovered during a compliance review of a USDA program or activity must be reported in writing to the reviewed entity and to the FNS Regional Civil Rights Officer. A significant finding is an egregious and repetitive finding or a policy or procedure that has a disproportionate, adverse effect on a particular protected class (disparate impact).

Section 1: Contact Information

Name of DOH Office/Division/CHD/Provider: _____

Address: _____

City: _____ State: _____ County: _____

Telephone Number: _____ Fax Number: _____

Completed By: _____ Date: _____

Briefly describe the type of services being provided:

Section 2: Designation of a Civil Rights Compliance Officer

1. Have you designated an individual to coordinate compliance with Civil Rights? Yes No

a. If so, provide their name, position title, and contact information:

Name:

Position Title:

Contact Information:

Section 3: Notification

Notification must be made to program participants and applicants of their rights and responsibilities, their protection against discrimination, and the procedures for filing a discrimination complaint.

1. Do you use forms of communication such as letters, brochures, bulletins, newspapers, posters, face-to-face contacts, radio, and televisions announcements to disseminate information about programs, activities, and applicable civil rights requirements? Yes No
2. Do you ensure all photographs and other graphics used to provide program information display participants of different races, colors, sexes, and national origins? Yes No
3. Do you ensure translated information and materials are provided in areas with a significant proportion of non-English speaking persons as needed? Yes No
4. Do you post multilingual notices information persons with disabilities about the availability of free auxiliary aids and services and reasonable modifications and how to request these services in an alternative format, when necessary, that persons with disabilities can understand? Yes No

5. Do you ensure that program regulations and guidelines are made available upon request? Yes No
6. Do you provide specific program information that is pertinent to participation to program participants and applicants during the initial visit? Yes No
7. If administering a USDA program or activity, do you ensure the appropriate And Justice for All poster is displayed in a prominent location where these services are delivered? Yes No

Section 4: Race/Ethnicity Data Collection, Maintenance and Reporting

Providers must ensure the appropriate data is collected and maintained when required by federal and state statutes, regulations, and directives. This includes collection of race and ethnicity in accordance with the U.S. Office of Management and Budget (OMB) and each federal or state agency requirements. This data will be used to determine how effectively the Department's programs and activities are reaching potential eligible persons and beneficiaries, identify areas where additional outreach is needed, assist in the selection of locations for civil rights compliance reviews, and complete reports as required.

1. Do you notify the applicant that collection of race and ethnicity data is voluntary? Yes No
2. Do you provide the applicant with the reason for collecting this data, such as to determine how effectively the Department's programs are reaching potentially eligible persons and beneficiaries and to monitor the State agencies Civil Rights compliance? Yes No
3. Do you notify the applicant that their response will not affect consideration of their application and may be protected by the Privacy Act of 1972? Yes No
4. Do you inform the applicant that race and ethnicity information is kept confidential? Yes No
5. Do you notify the applicant that another method of identification of his or her race and ethnicity will be made and recorded in the data system if they decline to self-identify when the applicant visits the local office? Yes No
6. Do you collect information about ethnicity before race? Yes No
7. Do you provide an option to select one or more races? Yes No

Section 5: Collection and Verification of Social Security Numbers, Citizenship, and Immigration

Collection and verification of citizenship, immigration status and social security numbers (SSNs), must only occur when required by federal statutes and regulation.

1. Do you inquire about, collect, and verify citizenship, immigration status, and social security numbers? Yes No
 - a. If so, please note the regulatory citation that authorizes such inquiries?

- b. If so, do you ensure the collection of this information does not result in an access barrier or unlawful discrimination in the Department of Health's programs and activities? Yes No

Section 6: Training

The Department requires all Provider staff involved in administering or delivering the Department's programs and activities to meet all civil rights training requirements. It is imperative that individuals who routinely interact with clients that are receiving benefits or services under departmental programs or activities understand the requirements for reasonable modifications, equally effective communication for individuals with disabilities, communication with and assisting individuals with Limited English Proficiency (LEP), accepting calls placed through the Florida Relay system, and identifying alternative ways to provide access to programs and services when necessary to accommodate individuals with a disability and other civil rights matters.

1. Have you developed civil rights training? Yes No
2. If so, do you your staff participate in civil rights training? Yes No
- a. If so, how often?

3. Do your staff take a refresher civil rights training? Yes No
- a. If so, how often?

4. Do you keep a record of training that has been completed by staff? Yes No

Section 7: Complaints of Discrimination

Notification must be made to program participants and applicants of their rights and responsibilities, their protection against discrimination, and the procedures for filing a discrimination complaint. All written or verbal complaints alleging discrimination based on race, color, national origin, age, sex, (including pregnancy, gender identity, sexual orientation, and sex characteristics), disability, or reprisal or retaliation for engaging in prior civil rights activity in any of the Department's programs or activities are reviewed and processed by the Department in accordance with federal requirements and this procedure. Providers must forward all discrimination complaints to the Office of the General Counsel, EOS upon receipt for processing.

1. Have you received any complaints of discrimination from any program participants or applicants? Yes No
- a. If so, have you forwarded the complaints to the EOS? Yes No

Providers must notify complainants of their right to file a complaint directly with the appropriate federal agency.

1. Do you notify individuals of their right to file a complaint with the U.S. Department of Justice Civil Rights Division, U.S. Department of Agriculture, or the U.S. Health and Human Services? Yes No

When communicating with individuals who have limited English proficiency (LEP), individuals with disabilities, or individuals who are illiterate regarding any aspect of the complaint process, Providers must provide communication assistance, other modifications, or accommodations and/or alternative formats when necessary to ensure equally effective communication.

1. Do you provide communication assistance to individuals who have limited English proficiency regarding the complaint process? Yes No
2. Do you provide communication assistance to individuals with disabilities regarding the complaint process? Yes No
3. Do you provide communication assistance to individuals who are illiterate regarding the complaint process? Yes No

Section 8: Language Access

Providers must ensure meaningful access for individuals with limited English proficiency and when accessing the Department's programs and activities.

1. Have you designated a language access coordinator? Yes No
 - a. If so, provide their name, position title, and contact information:

2. How do you determine the presence and needs of Limited English Proficiency or Non-English speaking (LEP) groups within your service area?

- a. What is the total number of LEP individuals who use or receive any type of services or benefits from your program each year?

- b. How many each month?

3. Specify the top six most frequently encountered non-English languages in your program.

4. How does your program plan for meeting the needs of LEP groups within your service area?

5. Do you have language access policies and, if so, are they written in accordance with the Department of Health's Language and Disability Access Plan? Yes No

6. What type of written guidelines have staff been given on serving LEP persons?

a. Have staff received training on serving LEP persons? Yes No

b. When? _____

c. By whom? _____

7. Have multilingual staff received training on how to interpret? Yes No

8. Have the language skills of multilingual staff been tested to determine proficiency levels? Yes No

a. If so, when? _____

b. By whom? _____

c. What is the proficiency rating? _____

9. How are clients informed about the availability of services in languages other than English?

10. How do you identify LEP individuals? (Select all that apply)

<input type="checkbox"/> Assume limited English proficiency if communication seems impaired <input type="checkbox"/> Respond to individual requests for language assistance services <input type="checkbox"/> Self-identification by the non-English speaker or LEP individual <input type="checkbox"/> Ask open-ended questions to determine language proficiency on the telephone or in person	<input type="checkbox"/> Use of "I Speak" language identification cards or posters <input type="checkbox"/> Based on written material submitted to the agency (e.g., complaints) <input type="checkbox"/> We have not identified non-English speakers or LEP individuals <input type="checkbox"/> Other (Please specify): _____ _____ _____
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11. How do staff communicate with LEP groups or applicants?

12. What types of language assistance services do you provide? (Select all that apply)

<input type="checkbox"/> Bilingual staff <input type="checkbox"/> In-house interpreters (oral) <input type="checkbox"/> In-house translators (documents) <input type="checkbox"/> Contracted interpreters <input type="checkbox"/> Contracted translators <input type="checkbox"/> Telephone interpretation services <input type="checkbox"/> Video interpretation services <input type="checkbox"/> Language bank or dedicated pool of interpreters or translators	<input type="checkbox"/> Volunteer interpreters or translators <input type="checkbox"/> Interpreters or translators borrowed from another agency <input type="checkbox"/> Other (Please specify): _____ _____ _____ _____
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13. How do you ensure interpreters and translators are qualified and competent to interpret vital information for LEP individuals?

14. Do you ask or allow LEP individuals to provide their own interpreters or have family members, friends or children interpret for LEP customers? Yes No

- a. If so, is free language assistance offered prior to using the customer's informal interpreter for communication purposes? Yes No
- b. Is a waiver of free interpreter services offered to the customer to sign voluntarily? Yes No
- c. Is this waiver provided to the LEP customer in a written, translated form or is translated orally using a qualified, competent interpreter? Yes No

15. How do staff record and track the primary language spoken and language assistance rendered to LEP customers at the point of service?

16. Where is the information stored?

17. Do you participate in any outreach efforts to LEP groups to make them aware of your program's activities, services, or benefits? Yes No

18. How do you ensure outreach plans include strategies to reach LEP populations and materials are linguistically and culturally appropriate?

19. How has your program ensured meaningful access to vital information on your website?

20. Are websites available in languages other than English? Yes No

21. When your agency updates information on its website, does it also add that content in non-English languages? Yes No

22. Have you developed a local supplemental language access plan that includes additional local resources to provide meaningful access to individuals with limited English proficiency? Yes No

Section 9: Disability Access - Reasonable Modifications

Providers must ensure equal opportunity participation and equally effective communication for individuals with disabilities when accessing the Department's programs and activities.

- 1. If you have fifteen (15) or more employees, have you designated a Section 504 Coordinator? Yes No
- 2. If you are a state or local government agency with 50 or more employees, have you appointed an ADA Coordinator? Yes No

- a. If so, provide their name, position title, and contact information.

Name:

Position Title:

Contact Information:

3. Do you have policies and procedures require staff to make reasonable modifications in policies, practices and procedures and ensure equally effective communication for individuals with disabilities in accordance with the federal statutes and regulations for disability compliance (Section 504, ADA, and ADAAA)?

Yes No

4. How do you plan to ensure individuals with disabilities are afforded an equal opportunity to participate in your programs, activities, services, or benefits?

5. How do you notify individuals with disabilities about the availability of reasonable modifications and free auxiliary aids and services in a format that they can understand?

6. How do you ensure equally effective communication with individuals with disabilities?

7. What type of auxiliary aids and services does staff utilize when communicating with individuals with disabilities (qualified sign language interpreters, note takers, screen readers, video interpreting services, assistive listening systems, taped texts, audio recordings, large print, Brailled materials, large print materials, closed-captioned decoders, etc.)?

8. Do you contract with qualified interpreter services and other providers so that interpreters and other aids and services will be available on short notice? Yes No
9. What are your policies and practices regarding the use of family, friends, and minor children as interpreters for individuals with disabilities?
-
-
-
-
10. How do you ensure websites are accessible to individuals with disabilities?
-
-
-
-
11. How do local agencies record, and track communication assistance or other reasonable modifications provided to individuals with disabilities?
-
-
-
-
12. Do staff have access to a TTY, and do they understand how to return communications received on a TTY or Relay Service? Yes No
13. How do you train employees about effective communication and how to obtain and use auxiliary aids and services?
-
-
-
-
14. Has your office been reviewed for physical accessibility? Yes No
15. Have you developed a local supplemental disability access plan that includes additional local resources to ensure equal opportunity participation and equally effective communication for individuals with disabilities when accessing the Department's programs and activities? Yes No

26-0667

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 440-0318260000000000466

BGEX 440-03182600000000001225

FUND 1300-FIRE RESCUE MSTU

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 3/18/26	REMAINING BALANCE
REVENUES									
1300-440-4316-6694	Grant From Other Non-Govt	CDC Overdose Data to Action OD2A Grant	0	0	250,000	0	250,000		250,000
Total Fund Revenues			797,781,429	844,339,950	250,000	0	844,589,950		
EXPENDITURES									
1300-440-4316-1401	Salaries & Wages-Overtime	CDC Overdose Data to Action OD2A Grant	0	0	170,757	0	170,757		170,757
1300-440-4316-2101	Fica-Taxes	CDC Overdose Data to Action OD2A Grant	0	0	10,587	0	10,587		10,587
1300-440-4316-2105	Fica-Medicaid	CDC Overdose Data to Action OD2A Grant	0	0	2,476	0	2,476		2,476
1300-440-4316-2201	Retirement Contributions-FRS	CDC Overdose Data to Action OD2A Grant	0	0	63,180	0	63,180		63,180
1300-440-4316-4703	Graphics Charges	CDC Overdose Data to Action OD2A Grant	0	0	1,000	0	1,000		1,000
1300-440-4316-4811	Promotional Items	CDC Overdose Data to Action OD2A Grant	0	0	1,000	0	1,000		1,000
1300-440-4316-5402	Educational Training Materials	CDC Overdose Data to Action OD2A Grant	0	0	1,000	0	1,000		1,000
Total Fund Expenditures			797,781,429	844,339,950	250,000	0	844,589,950		

SIGNATURES: *Lucy Magrioli* DATES: 3/21/26
Initiating Department/Division
Jose M. ... 3/31/2026
Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS	
At Meeting of:	<u>4/21/2026</u>
Deputy Clerk to the Board of County Commissioners	