

Memorandum

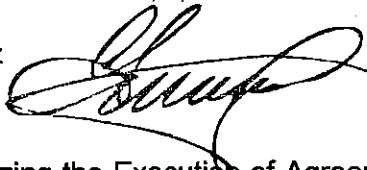
MIAMI-DADE
COUNTY

Date: July 10, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(G)(1)

From: Carlos A. Gimenez
Mayor



Subject: Resolution Authorizing the Execution of Agreement Between Miami-Dade County and the State of Florida Department of Health to Provide Public Health Services to the Miami-Dade County Residents for Fiscal Year 2018-19

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of the agreement between Miami-Dade County and the State of Florida Department of Health (DOH) for one (1) year, effective retroactively from October 1, 2018 to September 30, 2019. The resolution authorizes Miami-Dade County to provide \$1,133,000 in program support to the DOH for public health services to Miami-Dade County residents.

Scope

This agreement provides for public health services to Miami-Dade County residents countywide.

Fiscal Impact/Funding Source

The FY 2018-19 contract identifies a total program cost of \$64,197,149 (Attachment II of the contract). Funding for the total program cost consists of contributions by the State of Florida totaling \$52,924,152, a direct local County contribution totaling \$1,133,000, and other local cash contributions totaling \$10,139,997 to the State's Public Health Trust Fund maintained by the State Treasurer. Additionally, the contract delineates the public health services to be provided by each unit, and the corresponding staff and service measures (see Attachment II, Part III of the contract).

The State's cash contribution total of \$52,924,152 (Attachment II, Part II of the contract) consists of State and Federal revenues totaling \$50,505,037; State-authorized fees totaling \$2,419,004; and Statewide environmental fees totaling \$111.

The County's cash contribution totals \$1,133,000 (Attachment II, Part II of the contract) from Jackson Health Systems (JHS). The DOH can elect to re-appropriate funding among the different programs with prior contract officer approval, if necessary. The JHS reimbursement methodology and monitoring requirements are detailed under separate agreements between the JHS and DOH.

The other local cash contributions totaling \$10,139,997 consist of: fees assessed for DOH health services, environmental health, and communicable disease services (\$4,843,523) (Attachment II, Part II, Section 10 of the contract); Medicaid (\$2,153,996); other cash and local contributions (\$3,142,367) (Attachment II, Part II, Section 11 of the contract) and environmental fees totaling \$111.

Pursuant to State law, the Board is responsible for approving the DOH revised fee schedule. However, no changes in service fees are recommended in this document. Furthermore, communicable disease and primary care fees are automatically adjusted to at least the Medicaid reimbursement rate without formal amendment to this contract in accordance with Section 154.06 of the Florida Statutes should such reimbursement be increased or decreased. Other State indirect

contributions not reflected in the trust fund budget include immunization, funds for the Bureau of Public Health Laboratories, ADAP and Pharmacy Drug Program, and the Women, Infant and Children (WIC) food program totaling \$87,126,944 (Attachment II, Part II of the contract).

Although not mandated by State Statute, Miami-Dade County agrees to provide building space and insurance coverage for County-owned buildings, furnishings and equipment used by the DOH. The leases for these facilities will go back to the Board as separate agreements for approval. It is the responsibility of the DOH to obtain insurance coverage for any buildings, furnishings, and equipment used by the agency but not owned by Miami-Dade County. The DOH is responsible for the construction, maintenance, repair, and improvements of all buildings, as well as providing utilities, janitorial and custodial services. In addition, the DOH must maintain facilities in compliance with all Federal, State, and local regulatory requirements, including the American with Disabilities Act (Attachment VI of the contract).

Track Record/Monitor

The DOH and the County agree to comply with Federal and State laws and regulations, and maintain books, records, and documents in accordance with accounting procedures and practices. In addition, the DOH must adhere to State purchasing rules and regulations, but may purchase goods and services through the County when feasible.

Background

Chapter 154 of the Florida Statutes requires that the DOH enter into a contract with each county. This contract provides for the Miami-Dade County Department of Health to promote public health, including environmental health services; to control and eradicate preventable diseases; and to provide care to special populations. This contract format is prescribed by the State and it establishes a basic legal framework for shared responsibilities between the state DOH and Miami-Dade County. This relationship has evolved over the years from a County-managed Public Health Unit to a large state agency operated entirely by the DOH.

Either party may terminate the agreement without cause upon no less than 180-calendar day notice in writing to the other party. Either party, upon no less than 30-day notice, may terminate the agreement if the other party fails to perform an obligation under the contract. In the event that funds to finance this contract become unavailable, either party may terminate the contract upon no less than 24-hour notice in writing to the other party. Staffing and services may be reduced based on the availability of funds.



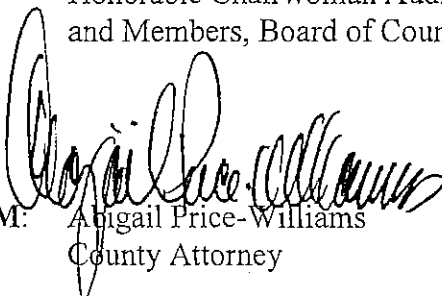
Alina T. Hudak
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 10, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)

7-10-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE FISCAL YEAR 2018-19 CONTRACT IN THE AMOUNT OF \$1,133,000.00 WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH EFFECTIVE RETROACTIVELY FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 FOR THE PURPOSE OF MEETING PUBLIC HEALTH NEEDS OF THE CITIZENS OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY PROVISIONS CONTAINED THEREIN, AND TO EXECUTE FUTURE AGREEMENTS FOR, AND APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM FOR THIS PURPOSE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recital as if fully set forth herein.

Section 2. Approves Fiscal Year 2018-19 contract between Miami-Dade County and the State of Florida Department of Health for one year, effective retroactively from October 1, 2018 to September 30, 2019, to provide \$1,133,000.00 in program support to the State of Florida Department of Health in Miami-Dade County for the purpose of public health needs of the citizens of the County in substantially the form attached hereto (the "Public Health Agreement").

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Public Health Agreement and to exercise any provisions contained therein and, subject to approval by the County Attorney's Office, to execute future agreements for, and apply for, receive, and expend additional funds for Fiscal Year 2018-19 should they become available for the purpose of public health needs in the County.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 10th day of July, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

ES

Eugene Shy

Mission:

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



Vision: To be the Healthiest State in the Nation

Rick Scott
Governor

Celeste Phillip, MD, MPH
Surgeon General and Secretary

INTEROFFICE MEMORANDUM

DATE: August 28, 2018

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

FROM: Lillian Rivera, RN, MSN, PhD
Administrator/Director
Miami-Dade County Health Department

SUBJECT: Core Contract Certification for 2018-2019

INFORMATION ONLY

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

Page	Paragraph	Document Changes
		(State exact changes to language or new language.)
Page	Section	Attachment Changes
		(State exact changes to language or format.)
23-32		Attachment VI
33-36		Attachment VII
37-38		Attachment VIII
39-40		Attachment IX

- ☒ I certify that Attachment IV is complete and lists all facilities currently utilized by the Miami-Dade County Health Department.


Signature (Administrator/Director)

10/24/18
Date


Signature (Deputy General Counsel)

10/15/2018
Date

Florida Department of Health
in MIAMI-DADE County
8175 NW 12th ST • Miami, Florida 33126
PHONE: 786/845-0137 • FAX 305/470-5068
FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

**CONTRACT BETWEEN
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
MIAMI-DADE COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2018-2019**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Miami-Dade County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2018.

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 "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Miami-Dade County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order 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 are 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, 2018, through September 30, 2019, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order 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 which are organized and operated to protect the health of the general public by monitoring and regulating activities in the

environment which 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 which protect the health of the general public through the detection, control, and eradication of diseases which 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 set forth 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 \$50,467,385 (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 \$1,133,000 (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 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.

The Board approves the DOH fees as part of the budget, IO No. 4-137.

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/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, 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
Miami-Dade County
8175 NW 12TH ST
Miami, FL 33126

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/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 Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/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 set forth 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.

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 Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/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 in accordance with 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 in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health 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 are 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 (FLAIR) System;
- 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;
- iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- 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 Miami-Dade County.

e. That any surplus/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/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/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity 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 which clearly illustrates the amount which has been credited to each participating governmental entity. 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/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The 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 CPA 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 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/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 a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain 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 Department of Health 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 with respect to 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, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

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 of his/her right to a fair hearing to the final governing authority of the agency. 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 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;
- 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 Department of Health, 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 is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2019 for the report period October 1, 2018 through December 31, 2018;
- ii. June 1, 2019 for the report period October 1, 2018 through March 31, 2019;
- iii. September 1, 2019 for the report period October 1, 2018 through June 30, 2019; and
- iv. December 1, 2019 for the report period October 1, 2018 through September 30, 2019.

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 for 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. 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.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

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 twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of 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, 2019, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

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

For the State:

Ms. Lillian Rivera, RN, MSN, PhD
Name

Miami-Dade County Health
Department Administrator
Title

8323 NW 12th ST Suite 212
Miami, Florida 33126
Address

(786) 336-1259
Telephone

For the County:

Ms. Alina Hudak
Name

Deputy Mayor
Title

111 NW 1st ST
Miami, Florida 33128
Address

(305) 375-1032
Telephone

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

In WITNESS THEREOF, the parties hereto have caused this 40 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (seven pages), Attachment III (one page), Attachment IV (two pages), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2018.

**BOARD OF COUNTY COMMISSIONERS
FOR MIAMI-DADE COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED BY: _____

NAME: Celeste Philip, MD, MPH

TITLE: Surgeon General and Secretary

DATE: _____

SIGNED BY:  _____

NAME: Lillian Rivera, RN, MSN, PhD

TITLE: CHD Director/Administrator

DATE: 10/24/18

ATTACHMENT I
MIAMI-DADE 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

- 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

MIAMI-DADE 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 09/30/18	-1696216	7851803	6155587
2. Drawdown for Contract Year October 1, 2018 to September 30, 2019	0	-2142702	-2142702
3. Special Capital Project use for Contract Year October 1, 2018 to September 30, 2019	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2018 to September 30, 2019	-1696216	5709101	4012885

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

1. GENERAL REVENUE - STATE

015040 AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	300,520	0	300,520	0	300,520
015040 AIDS NETWORK REIMBURSEMENT	32,400	0	32,400	0	32,400
015040 CHD - TB COMMUNITY PROGRAM	549,906	0	549,906	0	549,906
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	154,839	0	154,839	0	154,839
015040 COMMUNITY HEALTH INITIATIVES - GENERAL REVENUE	753,826	0	753,826	0	753,826
015040 DENTAL SPECIAL INITIATIVE PROJECTS	5,977	0	5,977	0	5,977
015040 FAMILY PLANNING GENERAL REVENUE	232,170	0	232,170	0	232,170
015040 HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	162,465	0	162,465	0	162,465
015040 LA LIGA CONTRA EL CANCER - GR	1,150,000	0	1,150,000	0	1,150,000
015040 LEAD POISONING PREVENTION EDUCATION PROGRAM	30,614	0	30,614	0	30,614
015040 PRIMARY CARE PROGRAM	1,040,564	0	1,040,564	0	1,040,564
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	2,192,133	0	2,192,133	0	2,192,133
015040 ALG/CHD SOVEREIGN IMMUNITY	32,374	0	32,374	0	32,374
015040 DOH RESPONSE TO TERRORISM	98,721	0	98,721	0	98,721
015050 CHD GENERAL REVENUE NON-CATEGORICAL	11,773,363	0	11,773,363	0	11,773,363
GENERAL REVENUE TOTAL	18,609,872	0	18,609,872	0	18,609,872

2. NON GENERAL REVENUE - STATE

015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	30,420	0	30,420	0	30,420
015010 DBPR TRANSFER FOR FEES	40,000	0	40,000	0	40,000
015010 SAFE DRINKING WATER ACT - HEADQUARTERS	71,067	0	71,067	0	71,067
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	422,527	0	422,527	0	422,527
NON GENERAL REVENUE TOTAL	564,014	0	564,014	0	564,014

3. FEDERAL FUNDS - STATE

007000 AIDS SURVEILLANCE - CORE	488,788	0	488,788	0	488,788
007000 STATEWIDE ASTHMA PROGRAM	60,000	0	60,000	0	60,000
007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	344,876	0	344,876	0	344,876
007000 WIC BREASTFEEDING PEER COUNSELING PROG	318,435	0	318,435	0	318,435
007000 COASTAL BEACH WATER QUALITY MONITORING	20,327	0	20,327	0	20,327
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 CMS-MCH PURCHASED CLIENT SERVICES	52,509	0	52,509	0	52,509
007000 FAMILY PLANNING TITLE X - GRANT	399,091	0	399,091	0	399,091
007000 ELC ENHANCED GONOCOCCAL ISOLATE SURVEILLANCE PR	30,784	0	30,784	0	30,784
007000 HPP HEALTH CARE SYSTEM PREPAREDNESS	74,588	0	74,588	0	74,588
007000 IMMUNIZATION - AFIX	200,450	0	200,450	0	200,450
007000 IMMUNIZATION FIELD STAFF	6,000	0	6,000	0	6,000
007000 IMMUNIZATION ACTION PLAN	441,882	0	441,882	0	441,882
007000 IMMUNIZATON PROGRAM PREVENTION & PUBLIC HEALTH	150,000	0	150,000	0	150,000
007000 LEAD POISONING PREVENTION - CHILDHOOD LEAD POISO	56,385	0	56,385	0	56,385
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	196,310	0	196,310	0	196,310
007000 MCH SPECIAL PROJECT PRAMS	20,000	0	20,000	0	20,000
007000 MCH SPECIAL PROJECT DENTAL	15,000	0	15,000	0	15,000

20

	STATE	FEDERAL	TOTAL	STATE	FEDERAL	TOTAL
007000 ELC AFFORDABLE CARE ACT MENINGOCOCCAL	55,300	0	55,300	0	55,300	
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	462,266	0	462,266	0	462,266	
007000 BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	528,107	0	528,107	0	528,107	
007000 CRI MEDICAL COUNTERMEASURES DISPENSING	308,722	0	308,722	0	308,722	
007000 AIDS PREVENTION	4,585,308	0	4,585,308	0	4,585,308	
007000 MORBIDITY AND RISK BEHAVIOR SURVEILLANCE	141,554	0	141,554	0	141,554	
007000 IMPROVING STD PROGRAMS	591,494	0	591,494	0	591,494	
007000 STD AAPPS SUPPLEMENTAL AWARD	20,145	0	20,145	0	20,145	
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	28,225	0	28,225	0	28,225	
007000 TB CONTROL PROJECT	914,356	0	914,356	0	914,356	
007000 WIC PROGRAM ADMINISTRATION	11,452,046	0	11,452,046	0	11,452,046	
007000 CHILDRENS MEDICAL SERVICES-ZIKA SUPPLEMENT GRANT	89,968	0	89,968	0	89,968	
007000 CHILDREN'S MEDICAL SERVICES - ZIKA GRANT	1,750	0	1,750	0	1,750	
007000 ZIKA ELC M1 ARBOVIRAL DISEASE-SUPPLEMENTAL	246,575	0	246,575	0	246,575	
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	37,652	0	37,652	0	37,652	
015075 SUPPLEMENTAL SCHOOL HEALTH	775,181	0	775,181	0	775,181	
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	432,000	0	432,000	0	432,000	
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	3,600,000	0	3,600,000	0	3,600,000	
018005 RYAN WHITE TITLE II ADAP DRUG REBATES	197,006	0	197,006	0	197,006	
018005 RYAN WHITE TITLE II ADAP DRUG REBATES	65,669	0	65,669	0	65,669	
018005 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	1,614,298	0	1,614,298	0	1,614,298	
018005 RYAN WHITE TITLE II CARE GRANT	153,872	0	153,872	0	153,872	
018005 RYAN WHITE TITLE II GRANT/CHD CONSORTIUM	2,119,232	0	2,119,232	0	2,119,232	
FEDERAL FUNDS TOTAL	31,331,151	0	31,331,151	0	31,331,151	

4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE

001020 CHD STATEWIDE ENVIRONMENTAL FEES	1,840,201	0	1,840,201	0	1,840,201
001092 CHD STATEWIDE ENVIRONMENTAL FEES	445,000	0	445,000	0	445,000
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	39,171	0	39,171	0	39,171
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	33,834	0	33,834	0	33,834
001206 SEPTIC TANK RESEARCH SURCHARGE	5,170	0	5,170	0	5,170
001206 SEPTIC TANK VARIANCE FEES 50%	1,628	0	1,628	0	1,628
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	30,000	0	30,000	0	30,000
001206 DRINKING WATER PROGRAM OPERATIONS	1,000	0	1,000	0	1,000
001206 REGULATION OF BODY PIERCING SALONS	1,000	0	1,000	0	1,000
001206 TANNING FACILITIES	1,000	0	1,000	0	1,000
001206 ONSITE SEWAGE TRAINING CENTER	3,500	0	3,500	0	3,500
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	15,000	0	15,000	0	15,000
001206 MOBILE HOME & RV PARK FEES	2,500	0	2,500	0	2,500
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	2,419,004	0	2,419,004	0	2,419,004

5. OTHER CASH CONTRIBUTIONS - STATE:

	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0

21

6. MEDICAID - STATE/COUNTY:

001147 CHD CLINIC FEES	0	882,779	882,779	0	882,779
001148 CHD CLINIC FEES	0	1,321,217	1,321,217	0	1,321,217
MEDICAID TOTAL	0	2,153,996	2,153,996	0	2,153,996

7. ALLOCABLE REVENUE - STATE:

018000 CHD STATEWIDE ENVIRONMENTAL FEES	111	0	111	0	111
ALLOCABLE REVENUE TOTAL	111	0	111	0	111

8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE

ADAP	0	0	0	29,815,933	29,815,933
PHARMACY DRUG PROGRAM	0	0	0	215,780	215,780
WIC PROGRAM	0	0	0	53,548,988	53,548,988
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	336,433	336,433
IMMUNIZATIONS	0	0	0	3,709,810	3,709,810
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	87,126,944	87,126,944

9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT

008040 HIV/AIDS - LOCAL FUNDING	0	89,257	89,257	0	89,257
008040 TESTING FOR COMMUNICABLE DISEASES IN PRISON	0	72,982	72,982	0	72,982
008040 CHAT PUBLIC HEALTH RESPONSE TEAMS	0	277,012	277,012	0	277,012
008040 CHLAMYDIA PROJECT STD	0	42,079	42,079	0	42,079
008040 TB JAIL SURVEILLANCE PHT	0	54,680	54,680	0	54,680
008040 STD HUMAN PAPILLONAVIRUS PUBLIC HEALTH TRUST	0	17,554	17,554	0	17,554
008040 CDC ACUTE HEPATITIS GRANT	0	221,325	221,325	0	221,325
008040 IMMUNIZATION OUTREACH TEAM COUNTY FUNDED	0	140,831	140,831	0	140,831
008040 PUBLIC HLTH TRUST CONTRACT HLTH & ENVIRON SRVCS	0	94,000	94,000	0	94,000
008040 AIDS TAKE CONTROL	0	44,000	44,000	0	44,000
008040 TUBERCULOSIS LOCAL FUNDING	0	79,280	79,280	0	79,280
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	1,133,000	1,133,000	0	1,133,000

10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY

001025 CHD CLINIC FEES	0	3,090	3,090	0	3,090
001077 CHD CLINIC FEES	0	945,892	945,892	0	945,892
001094 CHD LOCAL ENVIRONMENTAL FEES	0	1,285,850	1,285,850	0	1,285,850
001110 VITAL STATISTICS CERTIFIED RECORDS	0	2,608,691	2,608,691	0	2,608,691
FEES AUTHORIZED BY COUNTY TOTAL	0	4,843,523	4,843,523	0	4,843,523

11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY

001090 CHD CLINIC FEES	0	4,000	4,000	0	4,000
005000 CHD LOCAL REVENUE & EXPENDITURES	0	53,500	53,500	0	53,500
007099 CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	83,000	83,000	0	83,000
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	25,000	25,000	0	25,000
010300 DOC PHARMACY INTERAGENCY AGREEMENT	0	362,925	362,925	0	362,925
010500 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	87,795	87,795	0	87,795

22

HEALTHY START COUNTY HEALTH TRUST FUND - COUNTY TOTAL Fiscal Year 2013-2014 October 1, 2013 to September 30, 2014					
	State	Local	Other	Other	Contribution
011001 HEALTHY START DATA MANAGEMENT	0	383,445	383,445	0	383,445
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	2,142,702	2,142,702	0	2,142,702
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	3,142,367	3,142,367	0	3,142,367
12. ALLOCABLE REVENUE - COUNTY					
018000 CHD STATEWIDE ENVIRONMENTAL FEES	0	111	111	0	111
COUNTY ALLOCABLE REVENUE TOTAL	0	111	111	0	111
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	2,768,338	2,768,338
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
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	2,768,338	2,768,338
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
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	52,924,152	11,272,997	64,197,149	89,895,282	154,092,431

A. COMMUNICABLE DISEASE CONTROL:

IMMUNIZATION (101)	53.24	20,940	27,438	881,473	1,028,130	881,473	1,028,129	3,076,383	742,822	3,819,205
SEXUALLY TRANS. DIS. (102)	59.87	6,468	9,992	988,955	1,153,495	988,955	1,153,495	3,378,896	906,004	4,284,900
HIV/AIDS PREVENTION (03A1)	59.76	0	4,549	1,326,614	1,547,833	1,326,614	1,547,834	5,614,636	133,259	5,747,895
HIV/AIDS SURVEILLANCE (03A2)	12.29	0	9	183,696	214,260	183,696	214,260	795,912	0	795,912
HIV/AIDS PATIENT CARE (03A3)	8.53	573	1,655	530,193	618,405	530,193	618,405	2,297,196	0	2,297,196
ADAP (03A4)	26.80	1	542	442,368	515,968	442,368	515,967	1,916,671	0	1,916,671
TUBERCULOSIS (104)	57.23	2,655	17,661	1,014,774	1,183,609	1,014,774	1,183,609	3,981,795	464,971	4,386,766
COMM. DIS. SURV. (106)	42.22	0	46,576	694,744	810,333	694,744	810,333	3,010,154	0	3,010,154
HEPATITIS (109)	5.62	3,257	4,512	128,836	147,939	128,836	147,938	306,238	243,311	549,549
PREPAREDNESS AND RESPONSE (116)	15.89	0	1,801	340,385	397,017	340,385	397,017	1,465,803	9,001	1,474,804
REFUGEE HEALTH (118)	37.05	15,023	25,965	1,069,763	1,247,748	1,069,763	1,247,749	4,635,023	0	4,635,023
VITAL RECORDS (180)	24.79	90,968	153,436	371,164	432,918	371,164	432,919	0	1,608,165	1,608,165
COMMUNICABLE DISEASE SUBTOTAL	403.09	139,880	294,136	7,970,965	9,297,155	7,970,965	9,297,155	30,428,707	4,107,533	34,536,240

B. PRIMARY CARE:

CHRONIC DISEASE PREVENTION PRO (210)	14.51	15,145	3,599	233,181	271,978	233,181	271,978	1,010,318	0	1,010,318
WIC (21W1)	196.40	117,420	748,956	3,023,391	3,526,416	3,023,391	3,526,417	12,791,774	307,841	13,099,615
TOBACCO USE INTERVENTION (212)	6.67	0	479	111,009	129,478	111,009	129,477	423,192	57,781	480,973
WIC BREASTFEEDING PEER COUNSELING (21W2)	7.60	0	15,291	34,105	39,779	34,105	39,780	147,769	0	147,769
FAMILY PLANNING (223)	47.27	9,682	17,277	840,740	980,620	840,740	980,619	832,263	2,810,456	3,642,719
IMPROVED PREGNANCY OUTCOME (225)	2.84	5,211	6,745	52,558	61,302	52,558	61,301	20,282	207,437	227,719
HEALTHY START PRENATAL (227)	7.34	7,093	13,180	104,258	121,604	104,258	121,605	732	450,993	451,725
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	0	0	0	0	0	0	0
HEALTHY START CHILD (231)	0.02	74	135	358	418	358	417	2	1,549	1,551
SCHOOL HEALTH (234)	29.26	0	898,760	724,498	845,038	724,498	845,037	2,862,472	276,599	3,139,071
COMPREHENSIVE ADULT HEALTH (237)	5.37	1,016	1,199	120,158	140,150	120,158	140,150	345,409	175,207	520,616
COMMUNITY HEALTH DEVELOPMENT (238)	0.00	0	0	5,291	6,171	5,291	6,170	22,923	0	22,923
DENTAL HEALTH (240)	7.61	2,446	3,791	161,930	188,872	161,930	188,873	21,736	679,869	701,605
PRIMARY CARE SUBTOTAL	324.89	158,087	1,709,362	5,411,477	6,311,826	5,411,477	6,311,824	18,478,872	4,967,732	23,446,604

C. ENVIRONMENTAL HEALTH:

Water and Onsite Sewage Programs

COSTAL BEACH MONITORING (347)	1.99	3,968	3,971	37,283	43,485	37,283	43,485	20,327	141,209	161,536
LIMITED USE PUBLIC WATER SYSTEMS (357)	4.93	245	3,133	75,457	88,011	75,457	88,010	16,000	310,935	326,935
PUBLIC WATER SYSTEM (358)	6.61	495	6,326	137,157	159,977	137,157	159,976	307,212	287,055	594,267
PRIVATE WATER SYSTEM (359)	0.88	0	3,652	14,572	16,997	14,572	16,997	0	63,138	63,138
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	12.18	1,876	7,437	191,846	223,765	191,846	223,766	350,000	481,223	831,223
Group Total	26.59	6,584	24,519	456,315	532,235	456,315	532,234	693,539	1,283,560	1,977,099

Facility Programs

TATTOO FACILITY SERVICES (344)	1.35	0	656	44,017	51,340	44,017	51,340	115,000	75,714	190,714
FOOD HYGIENE (348)	3.33	1,433	2,904	64,943	75,749	64,943	75,749	153,992	127,892	281,334

BODY PIERCING FACILITIES SERVICES (349)	0.27	101	221	3,996	4,661	3,996	4,662	10,500	6,815	17,315
GROUP CARE FACILITY (351)	8.75	2,804	3,019	129,933	151,551	129,933	151,552	0	562,969	562,969
MIGRANT LABOR CAMP (352)	0.07	5	37	872	1,016	872	1,016	700	3,076	3,776
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.78	282	699	11,098	12,944	11,098	12,944	20,000	28,084	48,084
POOLS/BATHING PLACES (360)	6.77	2,897	7,700	123,726	144,312	123,726	144,312	536,036	40	536,076
BIOMEDICAL WASTE SERVICES (364)	6.70	7,668	4,793	99,601	116,172	99,601	116,173	431,547	0	431,547
TANNING FACILITY SERVICES (369)	0.19	147	162	2,460	2,869	2,460	2,870	8,000	2,659	10,659
Group Total	28.16	14,837	20,191	480,646	560,614	480,646	560,618	1,275,775	806,749	2,082,524
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.49	8	70	7,749	9,039	7,749	9,039	0	33,576	33,576
Group Total	0.49	8	70	7,749	9,039	7,749	9,039	0	33,576	33,576
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	2,223	2,592	2,223	2,592	9,630	0	9,630
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	0	0	0	0	0	0	0
RABIES SURVEILLANCE (366)	0.00	0	0	0	0	0	0	0	0	0
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	2,223	2,592	2,223	2,592	9,630	0	9,630
ENVIRONMENTAL HEALTH SUBTOTAL	55.24	21,429	44,780	946,933	1,104,480	946,933	1,104,483	1,978,944	2,123,886	4,102,829
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	439,403	512,510	439,403	512,510	1,903,826	0	1,903,826
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	38,694	45,131	38,694	45,131	133,803	33,847	167,650
MEDICAID BUYBACK (611)	0.00	0	0	9,232	10,768	9,232	10,768	0	40,000	40,000
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	487,329	568,409	487,329	568,409	2,037,629	73,847	2,111,476
TOTAL CONTRACT	783.22	319,396	2,048,278	14,816,704	17,281,870	14,816,704	17,281,871	52,924,152	11,272,997	64,197,149

ATTACHMENT III
MIAMI-DADE COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider 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.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. 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.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Attachment IV

Fiscal Year - 2018 - 2019

Miami-Dade County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Official Building Name (if applicable) (Admin, Clinic, Envrn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
1350 NW 14th Street Miami, FL 33125	Downtown Center Clinic/Administration	999:1302	Land Lease Agreement 2360	The Board of the Internal Improvement Trust Fund(BTIITF)	64000	157
2515 W. Flagler Street Miami, FL 33142	Florida Highway Patrol West Flagler Building	999:1303	Land Lease Agreement 3668	The Board of the Internal Improvement Trust Fund(BTIITF)	11585	47
11865 SW 26th Street, Unit J-2 Miami, FL 33175	Family Planning Clinic	013:0017	Private lease thru County	United States Development Ltd.	3090	10
11865 SW 26th Street, Unit J-6 Miami, FL 33175	WIC (West Dade) Clinic	013:0017	Private lease thru County	United States Development Ltd.	6700	17
6601 SW 62nd Avenue South Miami, FL 33143	Rosie Lee Wesley Clinic	013:9011	County Core Contract	Miami-Dade County Board of County Commissioners	8739	6
1725 NW 167th Street Miami Gardens, FL 33056	Golden Glades Environmental Health/Warehouse	013:9010	County Core Contract	Miami-Dade County Board of County Commissioners	17331	51
615 Collins Avenue Miami Beach, FL 33141	PET Center Clinic	013:9002	County Core Contract	Miami-Dade County Board of County Commissioners	4648	0
1009 NW 5th Avenue Miami, FL 33128	Jefferson Reaves Clinic Culmer Center	013:9013	County	City of Miami	20505	5
971 NW 2 Street, Miami, FL 33128	Rafael Penalver Clinic	013:9012	Land Leased thru City Building-owned by BOCC	City of Miami Miami-Dade Board of County	24507	13
7785 NW 48th Street, Building H, Suites-325, 3rd Floor Doral, FL 33166	WIC / Breastfeeding Central Appointments	013:0011	Private lease thru County	Corporate Park of Miami	8428	32
4737, 4739, 4741 NW 183rd StreetMiami, FL 33055	Las Villas Plaza Carol City WIC Clinic	013:0026	Private lease thru County	Market Square Properties Corporation	2700	12
1490 NW 27th Avenue Miami, FL 33125	Ideal Medical Center	640:0307	Private Sublease thru State	Access Medical Group of Miami, Inc.	1400	13
11805 SW 26th Street Miami, FL 33175	PIC Center Admin Septic Tank Unit	013:9023	Agreement w/BOCC County Core Contract	Miami-Dade County Board of County Commissioners	1460	12
8175 NW 12th Street Miami, FL 33128	MICC Administration	013:0014	Private lease thru County	AOA Office, LLC	17696	52
2200 NW 82nd Avenue Doral, FL 33126	Building 5205 MICC-PHP Warehouse	013:0008	Private lease thru County	AOA Flexx, LLC	1700	0
2188 NW 82nd Avenue 2192 NW 82nd Avenue Doral, FL 33126	MICC - Warehouse Business Operations - Courier	013:0008	Private lease thru County	Alder Office Associates, Ltd.	5100	8
2250 NW 82nd Avenue Doral, FL 33126	MICC - WIC Warehouse	013:0008	Private lease thru County	AOA Flexx, LLC	1700	2
2266 NW 82nd Avenue, 2268 NW 82nd Avenue, Doral, FL 33126	MICC-Warehouse Administration- Maintenance Shop	013:0008	Private lease thru County	AOA Flexx, LLC Sub-Lease	3400	5
1607 S.W. 107th Avenue Miami, FL 33165	University WIC Center	640:0366	Private Sublease thru State	Universal Medical Center	2731	13

Complete Location (Street Address, City, Zip)	Facility Description And Official Building Name (if applicable) (Admin, Clinic, Envrn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
8323 NW 12th Street, Suite 212 Miami, FL 33126	Beacon Center Administration	013:0002	Private lease thru County	AMB HTD-Beacon Centre, LLC c/o Prologis, L.P.	6112	14
8323 NW 12th Street, Suite 214 Miami, FL 33126	Beacon Center Legal/Contracts	013:0002	Private lease thru County	AMB HTD-Beacon Centre, LLC c/o Prologis, L.P.	3054	9
18680 NW 67th Avenue, Unit 41 Miami Lakes, FL 33015	Miami Lakes Clinic Vital Records	013:0015	Private lease thru County	Club M & G, L.C.	1505	3
18255 Homestead Avenue Miami, FL 33158	West Perrine Clinic	013:9009	County Core Contract	Miami-Dade County Board of County Commissioners	42763	87
300 NE 80th Terrace Miami, FL 33138	Little Haiti Clinic Administration	013:9005	County Core Contract	Miami-Dade Private Board of Private Commissioners	9543	30
1600 NW 6th Court, Building B Florida City, FL 33034	Florida City Women's Health Clinic WIC	013:9024	Agreement w/BOCC County Core Contract	Miami-Dade County Board of County Commissioners	2037	5
753 West Palm Drive Florida City, FL 33034	West Palm Drive Clinic	013:0024	Private lease thru County	Human Services of Florida City, Incorporated	4118	16
551 W. 51st Place, 3rd Floor Hialeah, FL 33012	WIC Hialeah Clinic	013:0027	Private lease thru County	Citrus Health Network, Inc	5800	18
2520 N.W. 75th Street Miami, Florida	Liberty City Health Center	013:9022	County Core Contract	Miami-Dade County Board of County Commissioners	9978	11
10300 SW 216 Street Goulds, FL 33190	Goulds Center WIC Clinic	013:9019	MOU thru County	Community Health of South Florida, Inc.	314	7
13805 SW 264th Street Naranja, FL 33032	Naranja Community Health Center	013:9019	MOU thru County	Community Health of South Florida, Inc.	670	8
1611 NW 12th Ave, West - Room G101 & ET-R3073	Jackson Memorial Medical Center	13-E39	MOA/M-DCDOH&PHT	PHT of M-DC D/B/A Jackson Health Systems	1691	10

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes contracted facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared. 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
MIAMI-DADE 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>
2017-2018*	\$ <u>3,722,761</u>	\$ <u>930,690</u>	\$ <u>4,653,451</u>
2018-2019**	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
2019-2020***	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
2020-2021***	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
PROJECT TOTAL	\$ <u>3,722,761</u>	\$ <u>930,690</u>	\$ <u>4,653,451</u>

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 71113100

PROJECT NAME: MIAMI-DADE (MIAMI CENTRAL) CHD PARK GARAGE-OFFICE PHASE II

LOCATION/ADDRESS: 1350 NW 14TH ST, MIAMI, FL

PROJECT TYPE: NEW BUILDING X ROOFING

RENOVATION PLANNING STUDY

NEW ADDITION OTHER

SQUARE FOOTAGE: 11738

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*
Special Renovation to 35 year-old facility bringing up to standard for county building codes. Phase II includes and additional building that will have a parking garage and offices.

START DATE (Initial expenditure of funds) :

COMPLETION DATE: 2015

DESIGN FEES: \$ 475,312

CONSTRUCTION COSTS: \$ 4,486,839

FURNITURE/EQUIPMENT: \$ 150,000

TOTAL PROJECT COST: \$ 7,708,830

COST PER SQ FOOT: \$ 657

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

* Cash balance as of 9/30/18

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.

29

ATTACHMENT VI

THIS ATTACHMENT VI to CORE by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and FLORIDA DEPARTMENT OF HEALTH/MIAMI-DADE COUNTY HEALTH DEPARTMENT of the State of Florida, hereinafter referred to as the "TENANT".

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the premises described as follows:

Various locations enumerated in Exhibit A and made a part hereto, all of which are Miami-Dade County owned buildings located in Miami-Dade County, Florida.

TO HAVE AND TO HOLD unto said TENANT the term of the Core Contract for and at an annual rent of One dollar and No/100 (\$1.00), for each and every location being used by the TENANT, with the exception of the One Thousand Four Hundred Sixty (1,460) square feet used at \$28.92/SQF rate in the PIC Center for the original term of the Lease, c/o Internal Services Department, 111 N,W, First Street, Suite 2460, Miami, Florida 33128-1907, or such other place and to such other person as Landlord may from time to time designate in writing."

The landlord provides lease management services, which include locating space, negotiating and preparing lease contracts, processing contracts for BCC approval, overseeing design, and construction of lease build-outs and processing the monthly lease payments. Fee for services is four (4) percent of annual lease payments. Where no lease

payments are involved, departments will be charged for staff time spent on processing the lease agreement, plus any out-of-pocket expenses.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I

USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT solely for the provision of health care services.

ARTICLE II

CONDITION OF PREMISES

TENANT hereby accepts the premises in the condition they are in at the beginning of this Lease.

ARTICLE III

UTILITIES

The TENANT, during the term hereof, shall pay all charges for water, waste disposal, electricity and all other utilities used by the TENANT.

ARTICLE IV

MAINTENANCE

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease or any extension or renewal thereof, the leased premises, and the following:

Existing interior furnishings;
Interior and exterior of buildings;

Plumbing and electrical lines and equipment;
Air-conditioning and heating equipment;
Parking areas and drainage;
Janitorial and custodial services;
Exterminating services;
Grounds and landscaping maintenance;
Roof and roof leaks;
Trash and refuse disposal;
Fire equipment, including inspection as required
by applicable fire codes.

TENANT shall be responsible for and shall repair any damage caused to the premises as a result of TENANT's use of the premises. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V **ALTERATIONS BY TENANT**

The TENANT may make alterations, additions or improvements in or to the premises as may be required for the operation of its program as described in Article I without the written consent of the LANDLORD. All additions, fixtures or improvements, except but not limited to store and office furniture and fixtures, exclusive of furnishings provided by the LANDLORD, which are readily removable without injury to the premises, shall have title vested to the LANDLORD without any compensation due the TENANT and remain a part of the premises at the expiration or cancellation of this Lease. However, prior to title so vesting, the LANDLORD and the TENANT may attempt to negotiate another use for the premises acceptable to the LANDLORD and compatible with the area. Subject to the above, any carpeting and removable partitions installed by the TENANT within the demised premises shall remain the TENANT'S property and may be removed by the

TENANT upon the expiration of the Lease Agreement of any renewal or cancellation thereof.

ARTICLE VI **DISABLED INDIVIDUALS**

The TENANT understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

The TENANT further warrants that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street and accessible parking, if parking is provided under the Lease, shall be in compliance with the accessibility standards for government programs contained in the ADA requirements of Section 553.501 et seq. of the Florida Statutes. The TENANT covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at the TENANT's costs and expense.

ARTICLE VII **DESTRUCTION OF PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease by giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the Leased Buildings are partially damaged due to TENANT's negligence, but not rendered unusable

for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the premises so that they equal the condition of the premises on the date the premises was destroyed. In lieu of reconstructing, TENANT can elect to reimburse LANDLORD all expenses incurred by LANDLORD in restoring the premises to their original condition on the date that the premises was destroyed. This election of remedies shall be at the sole discretion of TENANT.

In the event the Leased Premises or the Leased Buildings are damaged (either partially or completely) by any cause other than TENANT's negligence, the damage shall be repaired with due diligence by LANDLORD, at the LANDLORD's cost and expense.

ARTICLE VIII **ASSIGNMENT**

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease or the term hereof, except as provided for in Article XX(3).

ARTICLE IX **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of

LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE X
SIGNS

The cost of signage to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE XI
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repair's, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease or any extension thereof, said premises in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted

ARTICLE XIV
INDEMINIFICATION AND HOLD HARMLESS

The Tenant is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and/or omissions of its agents and/or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract or any other contract.

ARTICLE XV
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of LANDLORD, its employees, agents, or invites, subject to all limitations of Florida Statutes, Section 768.

ARTICLE XVI
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding on

the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVII **CANCELLATION**

Either party, LANDLORD through its County Manager or his designee, shall have the right to cancel this Lease Agreement or any location covered hereby, in accordance with the provisions of paragraph 8 of the Core Contract.

ARTICLE XVIII **NOTICES**

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, General Services Administration, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT at the Office of Executive Administrator, State of Florida, Department of Health, Miami-Dade County Health Department, 8175 N.W. 12 Street Miami, Florida 33126 , shall constitute sufficient notice to TENANT.

ARTICLE XIX **PERMITS AND REGULATIONS**

TENANT covenants and agrees that during the term of this Lease TENANT will obtain all necessary permits and approvals for any alterations or improvements to the premises made by TENANT, and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

ARTICLE XX **ADDITIONAL PROVISIONS**

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the demised premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners has declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin (Resolution No. 85-92 dated January 21, 1992) and there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation and maintenance of the property and facilities included in this Lease Agreement.

3. Provider Agreements

TENANT may not enter into any agreement with a Third Party to assume the operational responsibilities of the TENANT under this Lease without obtaining the written permission of the LANDLORD, in each case. Any authorization given by the LANDLORD to a provider agreement shall not waive any obligations of the TENANT to fulfill any provision under this Lease Agreement.

ARTICLE XXI
WRITTEN AGREEMENT

The provision of the Core Contract contains the entire agreement between the parties hereto and all prior negotiations leading thereto and it may be modified only in accordance with the Core Contract.

EXHIBIT A

PIC Center
11805 S.W. 26th Street
Miami, Florida 33175-2474

RLW South Miami Center
6601 S.W. 62nd Avenue
South Miami, Florida 33143

Miami Beach PET Center
615 Collins Avenue
Miami Beach, Florida 33139

Dr. Rafael Penalver Health Center
971 N.W. 2nd Street
Miami, Florida 33128

Jefferson Reaves Sr. Health
1009 N.W. 5th Avenue
Miami, Florida 33128

Golden Glades Admin. Annex
1725 N.W. 167th Street
Miami, Florida 33056

ATTACHMENT VII

MIAMI-DADE COUNTY Required Provisions

- A. Indemnification by State. The State is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and/or omissions of its agents and/or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract or any other contract.
- B. Breach of Contract. (1) A breach by the State shall have occurred under this contract if the State fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the County or any agencies or instrumentalities. (2) If, for any reason, the State should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement the County shall, whenever practicable terminate this Agreement by giving written notice to the State of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from county contracting for up to five (5) years.

LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

C. The State agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Contract, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of States from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the State is certifying that the State is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The State shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or State for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the State.

Notwithstanding any other provision of this Contract, the State shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the State, constitute a violation of any law or regulation to which State is subject, including but not limited to laws and regulations requiring that State conduct its operations in a safe and sound manner.

D. Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the State. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the State, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the State from the Inspector General or IPSIG retained by the Inspector General, the State shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the State's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

E. **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the State shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the State's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the State, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the State in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the State or any third party.

F. Subcontractors. If this Agreement involves the expenditure of \$100,000 or more by the State and the Contractor intends to use subcontractors to provide the services listed in the Scope of Service (Part III of Attachment II) or suppliers to supply the materials, the Contractor shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. Contractor agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

G. State Preemption. Wherever applicable in this Core Contract, State of Florida laws and policies governing the State of Florida, Department of Health shall preempt any County ordinances and policies.

End of ATTACHMENT VII

ATTACHMENT VIII

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)

Provider's Name: FLORIDA DEPARTMENT OF HEALTH

1. REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider submits this list of first tier subcontractors or subconsultants who will perform any part of the Scope of Services Work, if this Agreement is for \$100,000 or more.

Provider must fill out this information. If Providers will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

Name of Subcontractor or Subconsultant

City and State

"No subcontractors will be used"

THIS SPACE LEFT BLANK

Attachment VIII continued

Provider's Name: FLORIDA DEPARTMENT OF HEALTH

2. REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider submits this list of suppliers who will supply materials for the Scope of Services to the Provider, if this Agreement is for \$100,000 or more.

Proposer must fill out this information. If Provider will not use suppliers, Provider must state "No suppliers will be used", do not state "N/A".

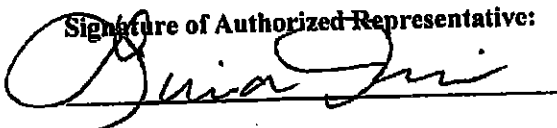
Name of Supplier

City and State

"No suppliers will be used"

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative:



Title: Lillian Rivera, RN, MSN, PhD, Administrator

Date:

10/24/2013

Firm Name: Florida Department of Health

Fed. ID No. 593502843

Address: 8323 NW 12 St.

City/State/Zip: Miami, FL 33126

Telephone: 786-336-1259

Fax: 786-336-1297

ATTACHMENT IX
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Florida Department of Health
by Lillian Rivera, RN, MSN, PhD, Administrator
(print individual's name and title)
for Florida Department of Health
(print name of entity submitting sworn statement)
whose business address is
8323 NW 12 St.
Miami, FL 33126

and (if applicable) its Federal Employer Identification Number (FEIN) is 593502843

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without, and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

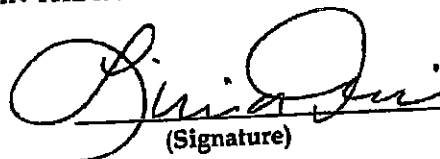
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employee, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn to and subscribed before me this 24 day of October, 2018

Personally known Lillian Rivera, RN, MSN, PhD, Administrator

OR Produced identification 593502843

MDCHD ID
(Type of identification)

Notary Public - State of FLORIDA

My commission expires 09.14.2019

