

Date: June 3, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 12(A)(1)

From: George M. Burgess
County Manager

Resolution No. R-696-08

Subject: 2007-2008 Contract with Miami-Dade County and the State of Florida
Department of Health to Provide Public Health Services to the Miami-Dade
County Residents

Recommendation

It is recommended that the Board approve the attached resolution retroactively authorizing the execution of the agreement between Miami-Dade County and the State of Florida Department of Health (DOH) for one year, from October 1, 2007 to September 20, 2008. The resolution, which was delayed pending state contract formulation, authorizes Miami-Dade County to provide \$2,030,408 in program support to the State of Florida 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 2007-08 contract (excluding in-kind/indirect contributions) reflects total program cost of \$69,990,415 with funding from the state (\$60,585,455), County (\$2,030,408), and other local contributions (\$7,374,552) to the state 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 staffing and service measures (see Attachment II, Part III).

The state's cash contribution totals \$60,585,455 consisting of state and federal revenues (\$57,705,340), state-authorized fees (\$2,150,342) and other state miscellaneous revenues (\$729,773).

The County's cash contribution totals \$2,030,408 consisting of \$1,256,408 from the Public Health Trust (PHT), and \$774,000 from the Community Development Block Grant (CDBG) as approved by the Board on November 6, 2007 (R-1222-07) (see Attachment II, Part II, Section 9). The CDBG funding is used to support the Rodent Control (\$700,000) and the Immunization Programs (\$74,000). The DOH can elect and re-appropriate funding among the different programs with prior contract officer approval, if necessary. The PHT's reimbursement methodology and monitoring requirements are detailed under separate agreements between the PHT and DOH.

The other local cash contribution totals \$7,374,552 consisting of fees assessed for DOH health services new birth and death certificates, and environmental health and communicable disease services; carryover funds held in the state Public Health Trust Fund; Medicare payments; and private cash donations.

Pursuant to state law, the Board of County Commissioners is responsible for approving the DOH revised fee schedule (see Attachment VII). 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, Florida Statutes, should such reimbursement be increased or decreased. Other state indirect contributions not reflected in the trust fund budget include immunization; construction/renovation services; and the Women, Infant and Children (WIC) food program (\$84,497,529).

Although not mandated by State Statute, Miami-Dade County agrees to provide building space (equivalent to an annual rent of \$1,747,671) and insurance coverage for County-owned buildings, furnishings and equipment used by the DOH. 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 land and buildings as well as for 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 (see Attachment IV).

Track Record/Monitor

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

Background

Chapter 154, Florida Statutes requires that the DOH enter into a contract (attached) with each county. This contract provides for the Miami-Dade County DOH to promote public health by including environmental health services to control for and eradicate preventable diseases and 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 any less than 180 calendar days notice in writing to the other party. Either party, upon no less than 30 days notice, may terminate the agreement if the other party fails to perform an obligation under the contract. In the event funds to finance this contract become unavailable, either party may terminate the contract upon no less than 24 hours notice in writing to the other party. Staffing and services may be reduced based on the availability of funds.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 3, 2008

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 12(A)(1)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 12(A)(1)

Veto _____

6-3-08

Override _____

RESOLUTION NO. R-696-08

RESOLUTION APPROVING THE EXECUTION OF RETROACTIVE CONTRACT IN THE AMOUNT OF \$2,030,408 WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH FOR THE PURPOSE OF MEETING PUBLIC HEALTH NEEDS OF THE CITIZENS OF MIAMI-DADE COUNTY AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXERCISE THE AMENDMENT, RENEWAL, MODIFICATION, CANCELLATION, AND TERMINATION PROVISIONS THEREIN, 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 retroactively authorize the execution of the agreement between Miami-Dade County and the State of Florida Department of Health for one year, from October 1, 2007 to September 2008, to provide \$2,030,408 in program support to the State of Florida Department of Health in Miami-Dade County, and authorizes the Mayor to execute such contracts and agreements as are required by this agency following their approval by the County Attorney's office; to expend any and all monies received for the purpose described in the funding request; to apply for, receive and expend additional future funds should they become available under this program for this

purpose; to file and execute any necessary amendments to the application for and on behalf of Miami-Dade County, Florida; and to exercise amendment, modification, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

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

	Bruno A. Barreiro, Chairman	aye		
	Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent		Audrey M. Edmonson	absent
Carlos A. Gimenez	aye		Sally A. Heyman	aye
Joe A. Martinez	aye		Dennis C. Moss	aye
Dorrin D. Rolle	absent		Natacha Seijas	absent
Katy Sorenson	aye		Rebeca Sosa	absent
Sen. Javier D. Souto	aye			

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

ES

Eugene Shy, Jr.

5



Charlie Crist
Governor

Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

INTEROFFICE MEMORANDUM

DATE:

TO: Gary J. Mahoney, Director
Division of Administration

FROM: Maribel Zayas, BPA, JD, Administrator
Miami-Dade County Health Department

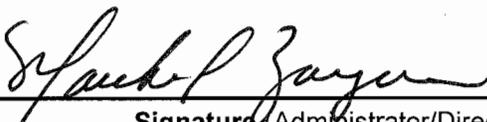
SUBJECT: Core Contract Certification

INFORMATION ONLY

- I certify that no changes have been made to the 2007-2008 Core Contract document or attachments by the Miami-Dade County Health Department.
- I certify that the following changes have been made to the 2007-2008 Core Contract document and attachments by the _____ County Health Department as follows:

Page	Paragraph	Document Changes
		<i>(State exact changes to language or new language.)</i>

Page	Section	Attachment Changes
		<i>(State exact changes to language or format.)</i>



Signature (Administrator/Director)

9/20/07

Date

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**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 2007-2008**

This agreement ("Agreement") 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, 2007.

RECITALS

A. Pursuant to Chapter 154, F.S., 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 County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure 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 forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2007, through September 30, 2008, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement 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, 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 are 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 \$ 51,298,100 (*State General Revenue, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 2,030,408 (*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 Agreement in the _____

County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement 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, Bureau of Budget 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, Bureau of Budget Management.

e. The name and address of the official payee to who 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 State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

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 Agreement. 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 those promulgated by the Generally Accepted Accounting Principles (GAAP) and 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 paragraph 6.i., 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 System Information Resource (FLAIR).
- 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 the core 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 State Health Officer has approved the transfer. The Deputy State Health Officer 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 Agreement. 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 Agreement for a period of five (5) years after termination of this Agreement. 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, dated April 2005, as amended, the terms of which are incorporated herein by reference. 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. hereof.

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 Agreement.

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 DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. 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, Bureau of Budget 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, 2008 for the report period October 1, 2007 through December 31, 2007;
- ii. June 1, 2008 for the report period October 1, 2007 through March 31, 2008;
- iii. September 1, 2008 for the report period October 1, 2007 through June 30, 2008; and
- iv. December 1, 2008 for the report period October 1, 2007 through September 30, 2008.

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 assure 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 assure 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 Agreement 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 Agreement become unavailable, either party may terminate this Agreement 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 Agreement 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 Agreement 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 Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2008, it is agreed that the performance and payment under this Agreement 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 Agreement are as follows:

For the State:

For the County:

Ms. Maribel Zayas, BPA, JD
Name

Mr. George Burgess
Name

Miami-Dade County Health
Department Administrator
Title

County Manager
Title

8323 NW 12th St

111 NW 1st Street

Miami, Florida, 33126
Address

Miami, Florida 33128
Address

(786) 336-1260
Telephone

(305) 375-1032
Telephone

If different contract managers are designated after execution of this Agreement, 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 Agreement.

c. Captions. The captions and headings contained in this Agreement 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 27 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2007.

BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA

FOR MIAMI-DADE COUNTY

DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: George M. Burgess
County Manager

TITLE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: _____

TITLE: _____

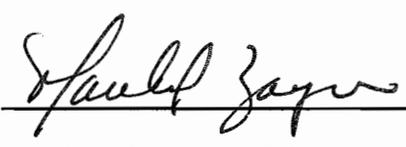
DATE: _____

SIGNED BY: _____

NAME: Ana M. Viamonte Ros, M.D., M.P.H.

TITLE: State Surgeon General

DATE: _____

SIGNED BY:  _____

NAME: Maribel Zayas, BPA, JD

TITLE: CHD Director/Administrator

DATE: 9/20/07

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 FAC 64D-3, F.S. 381 and F.S. 384 and the CHD Guidebook.
2.	Dental Health	Monthly reporting on DH Form 1008*.
3.	Special Supplemental Nutrition Program for Women, Infants and Children.	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 Healthy Start Standards and Guidelines 1998 and as specified by the Health Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office and in the CHD Guidebook, Internal Operating Policy FAMPLAN 14*
6.	Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability, the assessment of various immunization levels and forms reporting adverse events following immunization and Immunization Module quarterly quality audits and duplicate data reports.
7.	Chronic Disease Program	Requirements as specified in the Community Intervention Program (CIP) and the CHD Guidebook.
8.	Environmental Health	Requirements as specified in DHP 50-4* and 50-21*
9.	HIV/AIDS Program	Requirements as specified in Florida Statue 384.25 and 64D-3.016 and 3.017 F.A.C. and the CHD Guidebook. Case reporting on CDC Forms 50.42B (Adult/ Adolescent) and 50.42A (Pediatric). Socio-demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request Form 1628 or Post-Test Counseling Form 1633. These reports are to be sent to the Headquarters HIV/AIDS office within 5 days of the initial post-test counseling appointment or within 90 days of the missed post-test counseling appointment.

ATTACHMENT I (Continued)

10. School Health Services HRSM 150-25*, including the requirement for an annual plan as a condition for funding.

*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 as of 09/30/07	Estimated County Share of CHD Trust Fund Balance as of 09/30/07	Total
1. CHD Trust Fund Ending Balance 09/30/07	11,065,916	1,704,904	12,770,820
2. Drawdown for Contract Year October 1, 2007 to September 30, 2008			
3. Special Capital Project use for Contract Year October 1, 2007 to September 30, 2008	5,112,350	787,650	5,900,000
4. Balance Reserved for Contingency Fund October 1, 2007 to September 30, 2008	5,953,566	917,254	6,870,820

Note: The total of items 2, 3 and 4 must equal the ending balance in item 1.

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

Pursuant to 154.02, F.S., At a minimum, the trust fund shall consist of: an operating reserve, consisting of 8.5 percent of the annual operating budget, maintained to ensure adequate cash flow from nonstate revenue sources.

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Working Copy ATTACHMENT II

DADE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	100,000	0	100,000	100,000
015040	ALG/CONTR TO CHDS-AIDS PREV & SURV & FIELD STAFF	432,342	0	432,342	432,342
015040	ALG/CONTR TO CHDS-DENTAL PROGRAM	156,338	0	156,338	156,338
015040	ALG/CONTR TO CHDS-MIGRANT LABOR CAMP SANITATION	1,990	0	1,990	1,990
015040	ALG/CONTR. TO CHDS-IMMUNIZATION OUTREACH TEAMS	162,613	0	162,613	162,613
015040	ALG/CONTR. TO CHDS-INDOOR AIR ASSIST PROG	26,714	0	26,714	26,714
015040	ALG/CONTR. TO CHDS-MCH HEALTH - FIELD STAFF COST	0	0	0	0
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	47,220	0	47,220	47,220
015040	ALG/CONTRIBUTION TO CHDS-PRIMARY CARE	91,987	0	91,987	91,987
015040	ALG/FAMILY PLANNING	798,907	0	798,907	798,907
015040	ALG/IPO - OUTREACH SOCIAL WORKERS CAT. 050707	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO CAT 050707	0	0	0	0
015040	ALG/IPO-INFANT MORTALITY PROJECT CAT. 050707	0	0	0	0
015040	ALG/MCH-INFANT MORTALITY PROJECT CAT. 050870	0	0	0	0
015040	ALG/MCH-OUTREACH SOCIAL WORKERS CAT 050870	0	0	0	0
015040	ALG/PRIMARY CARE	1,190,362	0	1,190,362	1,190,362
015040	ALG/SCHOOL HEALTH/SUPPLEMENTAL	193,639	0	193,639	193,639
015040	CATE - ESCAMBIA	0	0	0	0
015040	CLOSING THE GAP PROGRAM	0	0	0	0
015040	COMMUNITY TB PROGRAM	977,312	0	977,312	977,312
015040	PEDIATRIC MOBILE CLINIC INDIGENT CARE - MIAMI-DADE	100,000	0	100,000	100,000
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0
015040	ANTI-VENOM RESPONSE PROGRAM	100,000	0	100,000	100,000
015040	FL CLPPP SCREENING & CASE MANAGEMENT	89,270	0	89,270	89,270
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0
015040	HEALTH PROMOTION & EDUCATION INITIATIVES	58,729	0	58,729	58,729
015040	HEALTHY BEACHES MONITORING	25,320	0	25,320	25,320
015040	INDIGENT DENTAL CARE - ESCAMBIA	0	0	0	0
015040	LA LIGA CONTRA EL CANCER	900,000	0	900,000	900,000
015040	MEDIVAN PROJECT - BROWARD	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0
015040	PENALVER CLINIC - MIAMI-DADE	364,048	0	364,048	364,048
015040	PRIMARY CARE SPECIAL DENTAL PROJECTS	0	0	0	0
015040	PRIMARY CARE SPECIAL PROJECTS	0	0	0	0
015040	SAN JUAN BOSCO CLINIC - MIAMI-DADE	200,000	0	200,000	200,000
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0
015040	STD GENERAL REVENUE	194,237	0	194,237	194,237
015040	JAY WEISS PILOT FOR HLTH DISPARITIES - MIAMI-DADE	150,000	0	150,000	150,000
015050	ALG/CONTR TO CHDS	17,959,052	0	17,959,052	17,959,052
GENERAL REVENUE TOTAL		24,320,080	0	24,320,080	24,320,080
2. NON GENERAL REVENUE - STATE					
015010	ALG/CONTR TO CHDS-REBASING TOBACCO TF	1,213,029	0	1,213,029	1,213,029
015010	BASIC SCHOOL HEALTH - TOBACCO TF	1,450,520	0	1,450,520	1,450,520
015010	CHD PROGRAM SUPPORT	0	0	0	0
015010	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	338,468	0	338,468	338,468
015010	FULL SERVICE SCHOOLS - TOBACCO TF	965,769	0	965,769	965,769

Working Copy ATTACHMENT II

**DADE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2007 to September 30, 2008

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
2. NON GENERAL REVENUE - STATE						
015010	JAIL LINKAGE	150,000	0	150,000	0	150,000
015010	COMMUNITY SMILES-MIAMI-DADE	300,000	0	300,000	0	300,000
015010	JAY WEISS PILOT FOR HLTH DISPARITIES-MIAMI-DADE	100,000	0	100,000	0	100,000
015010	SUPPLEMENTAL/COMPREHENSIVE SCHOOL HEALTH - TOB TF	0	0	0	0	0
015010	TOBACCO PREVENTION & CESSATION PROGRAM	81,785	0	81,785	0	81,785
015010	VARICELLA IMMUNIZATION REQUIREMENT TOBACCO TF	87,035	0	87,035	0	87,035
015018	Summer Food Program	0	0	0	0	0
015020	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE/DEP ADM TF	38,570	0	38,570	0	38,570
015020	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG/DEP ADM	46,549	0	46,549	0	46,549
015020	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	40,000	0	40,000	0	40,000
015010	TITLEXXI/SCHOOL HEALTH/SUPPLEMENTAL	376,753	0	376,753	0	376,753
NON GENERAL REVENUE TOTAL		5,188,478	0	5,188,478	0	5,188,478
3. FEDERAL FUNDS - State						
007000	AIDS PREVENTION	1,373,533	0	1,373,533	0	1,373,533
007000	AIDS SEROPREVALENCE	152,262	0	152,262	0	152,262
007000	AIDS SURVEILLANCE	413,620	0	413,620	0	413,620
007000	BIOTERR SURVEILLANCE & EPIDEMIOLOGY	625,454	0	625,454	0	625,454
007000	BIOTERRORISM PLANNING & READINESS	295,412	0	295,412	0	295,412
007000	CHILDHOOD LEAD POISONING PREVENTION	296,523	0	296,523	0	296,523
007000	COASTAL BEACH MONITORING PROGRAM	22,517	0	22,517	0	22,517
007000	COMPREHENSIVE CARDIOVASCULAR PROGRAM	0	0	0	0	0
007000	BIOTERRORISM NETWORK COMMUNICATIONS	2,000	0	2,000	0	2,000
007000	FGTF/AIDS MORBIDITY	81,550	0	81,550	0	81,550
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	172,500	0	172,500	0	172,500
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	43,282	0	43,282	0	43,282
007000	FGTF/FAMILY PLANNING-TITLE X	1,004,547	0	1,004,547	0	1,004,547
007000	FGTF/IMMUNIZATION ACTION PLAN	236,348	0	236,348	0	236,348
007000	FGTF/WIC ADMINISTRATION	9,692,735	0	9,692,735	0	9,692,735
007000	FLORIDA PANDEMIC INFLUENZA	21,100	0	21,100	0	21,100
007000	HEALTH PROGRAM FOR REFUGEES	32,112	0	32,112	0	32,112
007000	IMMUNIZATION FIELD STAFF EXPENSE	1,911	0	1,911	0	1,911
007000	IMMUNIZATION SPECIAL PROJECT	90,110	0	90,110	0	90,110
007000	IMMUNIZATION SUPPLEMENTAL	119,088	0	119,088	0	119,088
007000	IMMUNIZATION WIC-LINKAGES	75,425	0	75,425	0	75,425
007000	IMMUNIZATION-WIC LINKAGES	75,425	0	75,425	0	75,425
007000	MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000	MCH BGTF-HEALTHY START IPO	0	0	0	0	0
007000	MCH BGTF-INFANT MORTALITY PROJECT	371,208	0	371,208	0	371,208
007000	MCH BGTF-MCH/CHILD HEALTH	744,318	0	744,318	0	744,318
007000	MCH BGTF-MCH/DENTAL PROJECTS	0	0	0	0	0
007000	MCH BGTF-OUTREACH SOCIAL WORKERS	24,000	0	24,000	0	24,000
007000	PHHSBG/STEP UP FLORIDA! HEALTHY COMMUNITIES	0	0	0	0	0
007000	PHP-CITIES RESPONSE INITIATIVE	34,857	0	34,857	0	34,857
007000	PHP-CITIES RESPONSE INITIATIVE 2006-2007	142,876	0	142,876	0	142,876
007000	RAPE PREVENTION & EDUCATION GRANT 2007	0	0	0	0	0
007000	RAPE PREVENTION & EDUCATION GRANT 2008	0	0	0	0	0
007000	RISK COMMUNICATIONS	0	0	0	0	0

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Working Copy ATTACHMENT II

DADE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
3. FEDERAL FUNDS - State						
007000	RYAN WHITE	90,487	0	90,487	0	90,487
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	943,737	0	943,737	0	943,737
007000	RYAN WHITE-CONSORTIA	891,133	0	891,133	0	891,133
007000	SCHOOL HEALTH BASIC - MCH BLOCK GRANT	120,436	0	120,436	0	120,436
007000	STD FEDERAL GRANT - CSPS	272,796	0	272,796	0	272,796
007000	STD PROGRAM - PHYSICIAN TRAINING CENTER	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	STD PROGRAM-INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	STEP UP FLORIDA! HEALTHY COMMUNITIES	0	0	0	0	0
007000	SYPHILIS ELIMINATION	250,418	0	250,418	0	250,418
007000	TESTING HIV SERONEGATIVE HEADQUARTERS	0	0	0	0	0
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	1,332,206	0	1,332,206	0	1,332,206
007000	WIC BREASTFEEDING PEER COUNSELING 2007	91,500	0	91,500	0	91,500
007000	WIC BREASTFEEDING PEER COUNSELING PROG FFY 2005	0	0	0	0	0
007000	WIC INFRASTRUCTURE 2006	5,534	0	5,534	0	5,534
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
015009	SCHOOL HEALTH-SUPPLEMENT-TANF	53,822	0	53,822	0	53,822
015075	Refugee Screening	8,000,000	0	8,000,000	0	8,000,000
FEDERAL FUNDS TOTAL		28,196,782	0	28,196,782	0	28,196,782
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	TANNING FACILITIES	12,765	0	12,765	0	12,765
001020	BODY PIERCING	0	0	0	0	0
001020	COASTAL BEACH MONITORING	11,000	0	11,000	0	11,000
001020	MOBILE HOME AND PARKS	23,747	0	23,747	0	23,747
001020	FOOD HYGIENE PERMIT	225,327	0	225,327	0	225,327
001020	BIOHAZARD WASTE PERMIT	297,816	0	297,816	0	297,816
001020	SWIMMING POOLS	432,000	0	432,000	0	432,000
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER SYSTEMS	30,510	0	30,510	0	30,510
001020	LIMITED USE PUBLIC WATER SYSTEMS	58,079	0	58,079	0	58,079
001020	BODY ART	6,995	0	6,995	0	6,995
001020	SAFE DRINKING WATER	137,500	0	137,500	0	137,500
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	277,243	0	277,243	0	277,243
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	585,610	0	585,610	0	585,610
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
010304	MQA INSPECTION FEE	51,750	0	51,750	0	51,750

Working Copy ATTACHMENT II

DADE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	2,150,342	0	2,150,342	0	2,150,342
5. OTHER CASH CONTRIBUTIONS - STATE					
010304 STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTIONS TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY					
001056 MEDICAID PHARMACY	0	0	0	0	0
001076 MEDICAID TB	0	0	0	0	0
001078 MEDICAID ADMINISTRATION OF VACCINE	0	0	0	0	0
001079 MEDICAID CASE MANAGEMENT	0	0	0	0	0
001080 MEDICAID OTHER	559,951	797,835	1,357,786	0	1,357,786
001081 MEDICAID CHILD HEALTH CHECK UP	0	0	0	0	0
001082 MEDICAID DENTAL	0	0	0	0	0
001083 MEDICAID FAMILY PLANNING	135,107	1,215,963	1,351,070	0	1,351,070
001087 MEDICAID STD	0	0	0	0	0
001089 MEDICAID AIDS	0	0	0	0	0
001147 MEDICAID HMO RATE	0	0	0	0	0
001191 MEDICAID MATERNITY	0	0	0	0	0
001192 MEDICAID COMPREHENSIVE CHILD	0	0	0	0	0
001193 MEDICAID COMPREHENSIVE ADULT	0	0	0	0	0
001194 MEDICAID LABORATORY	0	0	0	0	0
001208 MEDIPASS \$3.00 ADM. FEE	0	0	0	0	0
MEDICAID TOTAL	695,058	2,013,798	2,708,856	0	2,708,856
7. ALLOCABLE REVENUE - STATE					
018000 REFUNDS	27,615	0	27,615	0	27,615
037000 PRIOR YEAR WARRANT	7,100	0	7,100	0	7,100
038000 12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	34,715	0	34,715	0	34,715
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
PHARMACY SERVICES	0	0	0	956,957	956,957
LABORATORY SERVICES	0	0	0	2,559,692	2,559,692
TB SERVICES	0	0	0	0	0
IMMUNIZATION SERVICES	0	0	0	1,910,077	1,910,077
STD SERVICES	0	0	0	263,158	263,158
CONSTRUCTION/RENOVATION	0	0	0	0	0
WIC FOOD	0	0	0	46,489,183	46,489,183
ADAP	0	0	0	32,318,462	32,318,462
DENTAL SERVICES	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	84,497,529	84,497,529
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY					
008030 BCC Contribution from Health Care Tax	0	0	0	0	0

DADE COUNTY HEALTH DEPARTMENT
 Partial Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Local CHD Trust Fund (cash)	Other Contribution	Total
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY					
008034	BCC Contribution from General Fund	2,030,408	2,030,408	0	2,030,408
	<i>County Contribution</i>	0	0	0	0
DIRECT COUNTY CONTRIBUTION TOTAL		2,030,408	2,030,408	0	2,030,408
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001060	VITAL STATISTICS FEES OTHER	96,280	96,280	0	96,280
001077	IMMUNIZATION FEES	334,858	334,858	0	334,858
001077	STD FEES	120,000	120,000	0	120,000
001077	TB FEES	22,000	22,000	0	22,000
001077	FAMILY PLANNING FEES	64,687	64,687	0	64,687
001094	ENVIRONMENTAL HEALTH FEES	220,135	220,135	0	220,135
001094	ADULT ENTER. PERMIT FEES	0	0	0	0
001114	NEW BIRTH CERTIFICATES	963,662	963,662	0	963,662
001115	DEATH CERTIFICATES	922,420	922,420	0	922,420
001117	VITAL STATS-ADM. FEE 50 CENTS	36,817	36,817	0	36,817
FEES AUTHORIZED BY COUNTY TOTAL		2,780,859	2,780,859	0	2,780,859
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001009	RETURNED CHECK ITEM	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	0	0	0
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0
001054	MEDICARE PART D	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0
001090	MEDICARE PART B	23,708	23,708	0	23,708
001190	Health Maintenance Organization	0	0	0	0
005040	INTEREST EARNED	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	50,000	50,000	0	50,000
007010	U.S. GRANTS DIRECT	0	0	0	0
008010	Contribution from City Government	0	0	0	0
008020	Contribution from Health Care Tax not thru BCC	0	0	0	0
008050	School Board Contribution	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	139,356	139,356	0	139,356
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	1,375,000	1,375,000	0	1,375,000
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	899,051	899,051	0	899,051
011007	CASH DONATIONS PRIVATE	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0

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DADE COUNTY HEALTH DEPARTMENT
 Part II Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
008060 Special Project Contribution	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	2,487,115	2,487,115	0	2,487,115
12. ALLOCABLE REVENUE - COUNTY					
018000 REFUNDS	0	64,990	64,990	0	64,990
037000 PRIOR YEAR WARRANT	0	18,965	18,965	0	18,965
038000 12 MONTH OLD WARRANT	0	8,825	8,825	0	8,825
COUNTY ALLOCABLE REVENUE TOTAL	0	92,780	92,780	0	92,780
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	1,747,671	1,747,671
BUILDING MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
UTILITIES	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	1,747,671	1,747,671
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	60,585,455	9,404,960	69,990,415	86,245,200	156,235,615

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Working Copy of ATTACHMENT II
DADE COUNTY HEALTH DEPARTMENT

Part III Planned Spending - Clients Services and Dependents By Program Service Area - Within Each Level Of State

October 1, 2007 to September 30, 2008

Quarterly Expenditure Plan

FY08	Clients	Dependents	1st	2nd	3rd	4th	State	County	Grand
(000)	Units	Services	(Whole dollars only)						Total

I. COMMUNICABLE DISEASE CONTROL:

VITAL STATISTICS (180)	28.19	0	0	461,609	417,647	461,609	417,647	447,648	1,310,864	1,758,512
IMMUNIZATION (101)	73.54	35,017	142,913	1,408,399	1,274,266	1,408,399	1,274,266	4,444,430	920,900	5,365,330
STD (102)	61.08	12,535	74,356	1,455,320	1,316,718	1,455,320	1,316,718	4,971,709	572,368	5,544,077
A.I.D.S. (103)	64.64	13	23,899	1,628,359	1,473,278	1,628,359	1,473,278	5,490,274	713,001	6,203,275
TB CONTROL SERVICES (104)	163.39	22,326	52,439	3,838,895	3,473,284	3,838,895	3,473,284	13,442,132	1,182,225	14,624,357
COMM. DISEASE SURV. (106)	26.39	0	14,233	519,449	469,978	519,449	469,977	1,728,648	250,205	1,978,853
HEPATITIS PREVENTION (109)	10.76	4,500	10,000	190,578	172,428	190,578	172,428	450,389	275,623	726,012
PUBLIC HEALTH PREP AND RESP (116)	16.82	0	602	537,078	485,927	537,078	485,928	1,789,565	256,446	2,046,011
COMMUNICABLE DISEASE SUBTOTAL	444.81	74,391	318,442	9,836,511	8,899,702	9,836,511	8,899,703	32,081,867	5,390,560	37,472,427

II. PRIMARY CARE:

CHRONIC DISEASE SERVICES (210)	10.94	7,800	5,000	262,232	237,257	262,233	237,257	955,983	42,996	998,979
TOBACCO PREVENTION (212)	0.00	0	0	0	0	0	0	0	0	0
HOME HEALTH (215)	0.00	0	0	0	0	0	0	0	0	0
W.I.C. (221)	180.16	104,000	496,506	2,976,718	2,693,222	2,976,718	2,693,222	11,196,550	143,330	11,339,880
FAMILY PLANNING (223)	62.10	11,034	84,242	1,296,971	1,173,450	1,296,971	1,173,451	3,627,866	1,312,977	4,940,843
IMPROVED PREGNANCY OUTCOME (225)	2.02	477	7,950	45,283	40,970	45,283	40,971	108,293	64,214	172,507
HEALTHY START PRENATAL (227)	10.04	2,800	32,100	170,745	154,485	170,745	154,484	141,709	508,750	650,459
COMPREHENSIVE CHILD HEALTH (229)	0.59	0	0	12,520	11,327	12,520	11,327	47,148	546	47,694
HEALTHY START INFANT (231)	6.23	2	7,600	108,253	97,944	108,254	97,944	406,646	5,749	412,395
SCHOOL HEALTH (234)	34.59	0	471,874	1,001,805	906,395	1,001,805	906,395	3,403,315	413,085	3,816,400
COMPREHENSIVE ADULT HEALTH (237)	0.00	0	0	0	0	0	0	0	0	0
DENTAL HEALTH (240)	1.87	1,600	4,800	133,579	120,856	133,578	120,856	483,405	25,464	508,869
Healthy Start Interconception Woman (232)	0.00	0	0	0	0	0	0	0	0	0
PRIMARY CARE SUBTOTAL	308.54	127,713	1,110,072	6,008,106	5,435,906	6,008,107	5,435,907	20,370,915	2,517,111	22,888,026

III. ENVIRONMENTAL HEALTH:

Water and Onsite Sewage Programs

COASTAL BEACH MONITORING (347)	0.98	1,009	1,013	27,191	24,601	27,191	24,601	100,058	3,526	103,584
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.65	228	789	14,035	12,698	14,035	12,698	52,715	751	53,466
PUBLIC WATER SYSTEM (358)	9.37	760	11,175	217,994	197,233	217,994	197,234	554,711	275,744	830,455
PRIVATE WATER SYSTEM (359)	0.42	276	336	6,545	5,921	6,544	5,921	24,561	370	24,931
INDIVIDUAL SEWAGE DISP. (361)	19.55	2,906	7,661	355,030	321,218	355,030	321,217	1,335,265	17,230	1,352,495
Group Total	30.97	5,179	20,974	620,795	561,671	620,794	561,671	2,067,310	297,621	2,364,931

Facility Programs

FOOD HYGIENE (348)	9.78	1,240	6,402	166,079	150,263	166,079	150,263	618,993	13,691	632,684
BODY ART (349)	0.09	139	143	3,142	2,843	3,142	2,843	11,804	166	11,970
GROUP CARE FACILITY (351)	10.42	2,994	5,414	183,307	165,849	183,307	165,849	682,503	15,809	698,312
MIGRANT LABOR CAMP (352)	0.07	1	13	2,833	2,564	2,833	2,564	10,649	145	10,794
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES (354)	0.85	51	154	13,698	12,394	13,698	12,395	51,525	660	52,185
SWIMMING POOLS/BATHING (360)	10.12	2,643	7,097	195,148	176,562	195,148	176,561	733,874	9,545	743,419
BIOMEDICAL WASTE SERVICES (364)	5.08	3,158	3,172	96,933	87,701	96,933	87,700	357,510	11,757	369,267

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Working Copy ATTACHMENT II
DADE COUNTY HEALTH DEPARTMENT

Part III - Planned Strategic Client Services and Expenditure By Program Service Area Within Each Level of Service

October 1, 2007 to September 30, 2008

	FTE's (0.00)	Clients Units	Services	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
TANNING FACILITY SERVICES (369)	0.09	78	160	1,456	1,317	1,456	1,317	5,479	67	5,546
Group Total	36.50	10,304	22,555	662,596	599,493	662,596	599,492	2,472,337	51,840	2,524,177
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	1.73	604	968	32,031	28,980	32,030	28,980	120,479	1,542	122,021
Group Total	1.73	604	968	32,031	28,980	32,030	28,980	120,479	1,542	122,021
Community Hygiene										
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
OCCUPATIONAL HEALTH (344)	0.74	0	1,420	21,057	19,052	21,057	19,052	79,300	918	80,218
CONSUMER PRODUCT SAFETY (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)	7.76	425	600	142,194	128,652	142,194	128,653	534,792	6,901	541,693
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	8.13	431	1,212	124,365	112,521	124,365	112,521	467,168	6,604	473,772
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.00	0	0	0	0	0	0	0	0	0
ARBOVIRUS SURVEILLANCE (367)	0.40	0	225	7,490	6,777	7,490	6,777	28,188	346	28,534
RODENT/ARTHROPOD CONTROL (368)	4.88	0	8,871	104,016	94,109	104,016	94,109	40,045	356,205	396,250
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
AIR POLLUTION (371)	1.88	0	154	27,042	24,467	27,042	24,467	101,706	1,312	103,018
Group Total	23.79	856	12,482	426,164	385,578	426,164	385,579	1,251,199	372,286	1,623,485
ENVIRONMENTAL HEALTH SUBTOTAL	92.99	16,943	56,979	1,741,586	1,575,722	1,741,584	1,575,722	5,911,325	723,289	6,634,614
D. SPECIAL CONTRACTS:										
SPECIAL CONTRACTS (599)	0.00	0	0	583,104	527,570	583,104	527,570	2,221,348	0	2,221,348
SPECIAL CONTRACTS SUBTOTAL	0.00	0	0	583,104	527,570	583,104	527,570	2,221,348	0	2,221,348
TOTAL CONTRACT	846.34	219,047	1,485,493	18,372,480	16,622,727	18,372,480	16,622,727	60,585,455	9,404,960	69,990,415

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
MIAMI-DADE COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Downtown Center Clinic/Administration	1350 NW 14th Street	State of Florida
State Lab	1325 NW 14th Avenue	State of Florida
Juanita Mann Center Clinic	250 E. Plaza (7900 NW 27 Avenue)	Lease Urban America
Northside Warehouse/storage	230 E. Plaza (7900 NW 27 Avenue)	Lease Urban America
Refugee Center Clinic/Administration	2742 SW 8 Street #9, 16, 217	Lease Shopping Plaza
Refugee Center Clinic/Administration	2742 SW 8 Street #10, 15, 10A-B	Lease Shopping Plaza
Family Planning Clinic	11865 SW 26 Street Bldg I 5-6	West Dade Shopping
WIC Clinic	11865 SW 26 Street Bldg G-5	West Dade Shopping
North Miami Clinic Clinic	14101 NW 8th Avenue	Miami-Dade County
Southside Unit Clinic/Env. Health	5798 SW 68 Street	Miami-Dade County
Rosie Lee Wesley Clinic	6601 SW 62nd Avenue	Miami-Dade County
Golden Glades Env. Health/warehouse	1725 NW 167 Street	Miami-Dade County

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<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
PET Center Clinic	615 Collins Avenue	Miami-Dade County
Jefferson Reaves Clinic	1009 NW 5 Avenue	Miami-Dade County (land lease from City of Miami)
Rafael Peñalver Clinic	971 NW 2 Street	Miami-Dade County (land lease from City of Miami)
OOD/Human Systems Initiative Administration	7755 NW 48 Street E 100-130	Lease Corporate Park
SIP	7769 NW 48 Street F 350	Lease Corporate Park Administration
WIC	7785 NW 48 Street H 300-325	Lease Corporate Park Administration
Septic Tank Unit	7769 NW 48 Street F 175	Lease Corporate Park Administration
Carol City WIC Clinic	4739/4741 NW 183 Street	Lease Las Villas Plaza Corp
Ideal Medical Center WIC/ Clinic	1490 NW 27 Avenue	Sub-lease Ideal Medical Center
PIC Center Administration Septic Tank Unit	11805 SW 26 Street	Lease Miami-Dade County
Little Haiti WIC Clinic	8260 NE 2 Avenue	Lease Center for Haitian Studies, Inc
Miami Beach WIC Clinic	995 N. Miami Beach Blvd	Lease Ideal Medical Center
MICC Administration	8175 NW 12 Street	Lease Adler Management
MICC (warehouse) MIS Help Desk Administration	2246 NW 82 Avenue	Lease Adler Management
MICC (warehouse)	2264 NW 82 Avenue	Lease Adler Management

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Storage/warehouse WIC-STD		
MICC (warehouse) Maintenance shop Administration	2266 NW 82 Avenue	Lease Adler Management
MICC (warehouse) Storage Business Operations	2268 NW 82 Avenue	Lease Adler Management
Beacon Center Administration	8323 NW 12 Street #212	Lease Flagler Real Estate
Beacon Center Administration Legal	8323 NW 12 Street #214	Lease Flagler Real Estate
Kodak Bldg Administration	8600 NW 17 Street	Lease Flagler Real Estate
Miami Lakes Clinic/Vital Records	18680 NW 67 Avenue	Lease M2 Realty Corp
West Perrine Clinic Clinic/Administration	18255 Homestead Avenue	Miami-Dade County owned
Little Haiti Clinic Clinic/Administration	300 NE 80 Terrace	Miami-Dade County owned
Florida City Trailer Clinic	632 NW 14 Street	Lease GE Capital
Koger Office Park Adminstration	8325 NW 53 Street #202	Lease Flagler Real Estate

WIC Centers without Lease Agreements in place

- 1) Goulds Center 10300 SW 216 Street**
- 2) Miami Beach Community Center 710 Alton Road**
- 3) Homestead 820 SW 1st Street**
- 4) Family Health Center 5361 NW 22nd Ave**
- 5) Sweetwater 11200 W. Flagler Street #108**
- 6) Hialeah West 3233 Palm Avenue**
- 7) Coconut Grove 3090 SW 37th Avenue**
- 8) Naranja Community Health Center 13805 SW 264 Street**

ATTACHMENT V

MIAMI-DADE COUNTY HEALTH DEPARTMENT

SPECIAL PROJECTS SAVINGS PLAN

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2005-2006	\$ <u>5,312,666</u>	\$ <u>922,857</u>	\$ <u>6,235,523</u>
2006-2007	\$ <u>2,099,734</u>	\$ <u>364,743</u>	\$ <u>2,464,477</u>
2007-2008	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
PROJECT TOTAL	\$ <u><u>7,412,400</u></u>	\$ <u><u>1,287,600</u></u>	\$ <u><u>8,700,000</u></u>

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: SPECIAL RENOVATION FOR THE MIAMI-DADE COUNTY

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

PROJECT TYPE: NEW BUILDING ROOFING
 RENOVATION X PLANNING STUDY
 NEW ADDITION OTHER

SQUARE FOOTAGE: 92,136

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

Special renovation to 35 year old facility bringing up to standard for county building codes. Immunization and Dental Van.

ESTIMATED PROJECT INFORMATION:

START DATE *(initial expenditure of funds)*: 2006
 COMPLETION DATE: 2008

DESIGN FEES: \$
 CONSTRUCTION COSTS: \$ 8,700,000
 FURNITURE/EQUIPMENT \$
 TOTAL PROJECT COST: \$ 8,700,000

COST PER SQ FOOT: \$ 94.42563167

ATTACHMENT VI

MIAMI-DADE COUNTY HEALTH DEPARTMENT

PRIMARY CARE

"Primary Care" as conceptualized for the county health departments and for the use of categorical Primary Care funds (revenue object code 015040) is defined as:

"Health care services for the prevention or treatment of acute or chronic medical conditions or minor injuries of individuals which is provided in a clinic setting and may include family planning and maternity care."

Indicate below the county health department programs that will be supported at least in part with categorical Primary Care funds this contract year:

- Comprehensive Child Health (229/29)
- Comprehensive Adult Health (237/37)
- Family Planning (223/23)
- Maternal Health/IPO (225/25)
- Laboratory (242/42)
- Pharmacy (241/93)
- Other Medical Treatment Program (please identify) STD

Describe the target population to be served with categorical Primary Care funds.

Does the health department intend to contract with other providers for the delivery of primary health care services using categorical (015040) Primary Care funds? If so, please identify the provider(s), describe the services to be delivered, and list the anticipated contractual amount by provider. In addition, contract providers are required to provide data on patients served and the services provided so that the patients may be registered and the service data entered into HMS.

ATTACHMENT VII

COUNTY FEE SCHEDULES, BY SERVICE

<u>LEVEL OF SERVICE/SERVICE:</u>	<u>Fee/Range</u>	<u>Estimated Annual Revenue Accruing To The CPHU Trust Fund</u>
I. <u>COMMUNICABLE DISEASE:</u>		
Vital records (Certified copies) (\$4.00 surcharge for 1st copy validated birth certificate)	\$14.00	\$1,000,479
Death Certificates	\$10.00	\$922,420
Second Copy	\$10.00	\$96,280
STD Encounter	\$0-120 sliding fee	\$120,000
T.B.Encounter	\$15.00	\$22,000
Immunizations	\$15.00	\$334,858
	<u>Subtotal</u>	<u>\$2,566,037</u>
II. <u>PRIMARY CARE:</u>		
School Physicals		
IPO and CCH		
Dental Encounter		
PC Sliding Fee		
PC Pharmacy		
Family Planning		\$ 64,687

1. A sliding fee from \$0 to \$188 for an initial/annual visit at the Family Planning Clinic.
2. A sliding fee from \$0 to \$90.00 for a supply visit at the Family Planning Clinic.
3. A sliding fee from \$0 to \$23.00 for a counseling visit when results are given at the Family Planning Clinic.
4. A sliding fee from \$0 to \$240.00 for a new client to obtain and have implanted an Intrauterine Device (IUD) at the Family Planning Clinic.
5. A sliding fee from \$0 to \$143.00 for a new client to have an IUD removed at the Family Planning Clinic.
6. A sliding fee from \$0 to \$113.00 for an existing client to have an IUD removed at the Family Planning Clinic.
7. A sliding fee from \$0 to \$98.00 for a Depo Provera Injection at the Family Planning Clinic.
8. A fee of \$40.00/per hour to obtain a food export certification fee.

Subtotal **\$ 64,687**

III. ENVIRONMENTAL HEALTH

1. A fee of \$100.00 for the Application for Permitting of an Onsite Sewage Treatment and Disposal System, which includes application and plan review.
2. A fee of \$70.00 for the Application and Approval for existing system, which does not include system inspection.
3. A fee of \$250.00 for the Application for permitting of a new performance-based treatment system.
4. A fee of \$230.00 for Site Evaluation for a new system which includes an evaluation of criteria specified in Rule 64E-6.004(3).
5. A fee of \$150.00 for Site Evaluation for a system repair which includes an evaluation of criteria specified in Rule 64E-6.015(1), or modification of a system.
6. A fee of \$150.00 for Site re-evaluation, new or repair, or modification to system.
7. A fee of \$110.00 for Permit or permit amendment for new system, or modification to system.
8. A fee of \$160.00 for New System or modification of a system installation or inspection.
9. A fee of \$100.00 for a repair permit issuance, which includes inspection.
10. A fee of \$100.00 for inspection of existing system, which does not include modification to system.
11. A fee of \$100.00 for re-inspection fee per visit for sight inspections after system construction approval.
12. A fee of \$100.00 for installation re-inspection for non-compliant system per each site visit.
13. A fee of \$80.00 for system abandonment permit, which includes permit issuance and inspection.
14. A fee of \$300.00 for annual operating permit for systems in industrial, manufacturing, and equivalent area, and for systems receiving commercial sewage waste.
15. A fee of \$100.00 for amendment or change to the operating permit during the permit period per change or amendment.
16. A fee of \$200.00 for Aerobic Treatment Unit biennial operating permit.
17. A fee of \$200.00 for Biennial operating permit fee for performance based treatment system.
18. A fee of \$150.00 for review of application due to proposed amendments or changes after initial operating permit issuance for a performance based treatment system.
19. A fee of \$200.00 for Tank Manufacturers Inspection per annum.
20. A fee of \$150.00 for a Septage Disposal Service permit per annum.
21. Where applicable, an additional fee of \$70.00 per pump out vehicle.
22. A fee of \$150.00 for Portable or Temporary Toilet Service permit per annum.
23. Where applicable, an additional fee of \$70.00 per pump out vehicle.
24. A fee of \$50.00 for Aerobic Treatment Unit Maintenance Entity per annum.
25. A fee of \$300.00 for Variance Application for a single-family residence per each lot or building site.
26. A fee of \$400.00 for Variance Application for a multi-family or commercial building per each lot or building site.

Subtotal	\$ 220,135
Total County Fees	<u>\$2,780,859</u>

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ATTACHMENT VIII

THIS ATTACHMENT #8 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 Attachment VI 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 for the original term of the Lease payable in advance to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or as such other place and to such other person as LANDLORD may from time to time designate in writing.

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

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

To the extent allowed by law, Florida State Statutes 284.30 and 768.28, governing State Agency Liability, the TENANT shall indemnify and save LANDLORD harmless from any and all claims, liability, losses, and causes of action which may arise out of the fulfillment of this Lease Agreement, or the TENANT's activities in the demised premises, and caused by the negligence of the TENANT or TENANT's employees or agents. Subject to the provisions of Sections 284 and 768 Florida Statutes, the TENANT shall pay claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of LANDLORD when applicable, and shall pay all costs and judgments which may issue thereon. However, nothing in this section shall indemnify the LANDLORD for any liability or claim arising out of the performance required of the LANDLORD under this Lease or damages caused solely by the negligence of LANDLORD, its employees agents, or invites.

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 768.28.

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 Lease, along with the provisions 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

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

Southside Field Nursing Unit
5798 S.W. 68th Street
South Miami, Florida 33143

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

Dr. Rafael Penalver Health Center with the
exclusion of the portion of the building
operated by the Board of Directors of the
Dr. Rafael Penalver Health Center.
971 N.W. 2nd Street
Miami, Florida 33128

Jefferson Reaves Sr. Health Center with the
exclusion of the portion of the building
operated by the Board of Directors of the
Jefferson Reaves Senior Health Center.
1007 N.W. 5th Avenue
Miami, Florida 33128

North Miami Center
14001 N.W. 8th Avenue
North Miami, Florida 33168

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

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Attachment IX

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.
- C. Civil Rights. The State agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the

Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the State must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. 1612, and the Fair Housing Act, 42 U. S. C. 3601 et seq. If the State or any owner, subsidiary, or other firm affiliated with or related to the State, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the State. Any contract entered into based upon a false affidavit shall be voidable by the County. If the State violates any of the Acts during the term of any Contract the Provider has with the County, such Contract shall be voidable by the County, even if the State was not in violation at the time it submitted its affidavit.

The State agrees that it is in compliance with the Domestic Violence Leave, codified as 11A-60 et. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or termination this Contract or for commencement of debarment proceedings against Provider.

- D. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally $\frac{1}{4}$ of one percent of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, 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 compliance 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 is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid 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 ten (10) days prior 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 Independent Private Inspection General (hereinafter "IPSIG") for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor'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, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and 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.

The provisions in this section shall apply to the State, its officers, agents, employees, subcontractors and suppliers. The State shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the State in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither nor shall they be construed to impose any liability on the County by the Contractor or third parties.

- E. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the State is aware that the County has the right to retain the services of or Independent Private Inspection 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 copying. The County shall be responsible for the Contractor's budget and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

The terms of this provision herein, apply to the State, its officers, agents, employees, subconsultants 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 Contractor in connection with this Agreement. The terms of this Section 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.

ATTACHMENT G

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"

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: Maribel Zayas, BPA, JD, Administrator

Date: 9/20/07

Firm Name: Florida Department of Health

Fed. ID No. 593502843

Address: 8323 NW 12 St.

City/State/Zip: Miami, FL 33126

Telephone: _____

Fax: _____

Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate documents attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulation and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;

- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

**MIAMI-DADE COUNTY DEPARTMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principles, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: Maribel Zayas
(Signature of Affiant)

9/20/07
(Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 20 day of 9 2007
by Maribel Zayas. He/She is personally
known to me or has presented _____ as identification.
(Type of Identification)

Norma Amores Duran
(Signature of Notary)

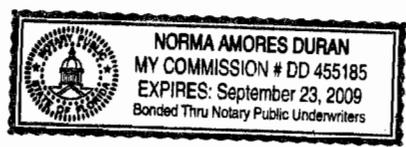
(Serial Number)

Norma Amores Duran
(Print or Stamp of Notary)

9/23/09
(Expiration Date)

Notary Public - Stamp State of FL
(State)

Notary Seal



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MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (government or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof: it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, Maribel Zayas, BPA, JD, Administrator, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

593502843
Federal Employer Identification Number (If none, Social Security)

Florida Department of Health
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

<u>8323 N.W. 12 St.,</u>	<u>Miami</u>	<u>FL</u>	<u>33126</u>
Street Address	City	State	Zip Code

N/A 1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

- If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly-traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and address are (Post Office address are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	%
_____	_____	%
_____	_____	%

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- 2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):
-
-
-

- 3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

N/A II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

- 1. Does your firm have a collective bargaining agreement with its employees?
 Yes No
- 2. Does your firm provide paid health care benefits for its employees?
 Yes No
- 3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Alut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females

X III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

 The firm does not have annual gross revenues in excess of \$5,000,000.

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- _____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W., 1st Avenue, 28th Floor, Miami, Florida 33128.
- _____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- _____ The firm does not have an affirmative action plan and/or procurement policy as described above, but has been granted a waiver.

N/A IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County___ has ___ has not as of the date of this affidavit been convicted of a felony during the pas ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County___has___has not of the date of this affidavit been convicted of a felony during the pst ten (10) years.

X V. MIAMI-DADE COUNTY CUBA AFFIDAVIT (County Resolutions R-202-96 and R-206-96)

That neither the firm (individual, organization, corporation, etc.) submitting this bid or proposal or receiving this contract award or any of its owners, subsidiaries, or affiliated or related firms has:

1. engaged in the purchase, transport, importation or participation in any transaction involving merchandise that:
 - a. is of Cuban origin, or
 - b. is or has been located in or transported from or through Cuba; or
 - c. is made or derived in whole or in part of any article which is the growth, produce or manufacture of Cuba;
2. engaged in any transaction in which a Cuban national or the government of Cuba with a Cuban national or the government of Cuba, or which involves property in which a Cuban national or the government of Cuba has any interest;
3. been a party to, or had an interest in any franchise, license or management agreement with a Cuban national or the government of Cuba, or which involves property in which a Cuban national or the government of Cuba has any interest;
4. has or held any investment, deposit, loan borrowing or credit arrangement or had any other financial dealings with a Cuban national or the government of Cuba, or which involves property in which a Cuban national or the government of Cuba has any interest;
5. subcontracted with, purchased supplies from, or performed billing or collection services for any person or entity that does business with Cuba as provided in "1" through "4" above.
6. traveled to Cuba in violation of U.S. travel restrictions during the ten year period preceding the due date for submittal.

X VI. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance (No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

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1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15, may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

N/A VII. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

N/A VIII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment ; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provision; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this state.

X IX. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm corporation, organization or individual have been paid.

X. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

XI. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XII. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code.)

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

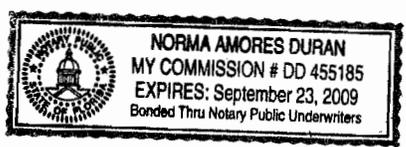
By: Maribel Zayas (Signature of Affiant) 9/20/07 (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 20 day of September 2007 by Maribel Zayas. He/She is personally known to me or has presented _____ as identification.

(Type of Identification) _____
Norma Amores Duran (Signature of Notary) _____ (Serial Number)
Norma Amores Duran (Print or Stamp of Notary) 9/23/09 (Expiration Date)

Notary Public - Stamp State of FL (State)

Notary Seal



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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 Maribel Zayas, BPA, JD, 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.

Maribel Zayas 9/20/07
(Signature)

Sworn to and subscribed before me this 20 day of September, 2007

Personally known Maribel Zayas, BPA, JD, Administrator

OR Produced identification 593502843

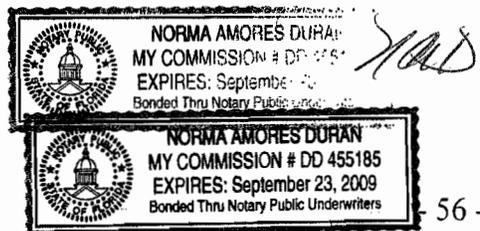
MDCHD ID
(Type of identification)

Norma Amores Duran

Notary Public - State of FLORIDA

My commission expires 9/23/09

Norma Amores Duran
(Printed typed or stamped
commissioned name of notary public)



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