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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(G)(1)

From: Carlos A. Gimenez
Mayor

Subject: FY 2015-16 Contract with Miami-Dade County and the State of Florida Department of Health to Provide Public Health Services to the Miami-Dade County Residents

Resolution No. R-38-16

Recommendation

It is recommended that the Board of County Commissioners (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 (1) year, from October 1, 2015 to September 30, 2016. The resolution authorizes Miami-Dade County to provide $1,133,000 in program support to the DOH for public health services to Miami-Dade County residents.

Scope

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

Fiscal Impact/Funding Source

The FY 2015-16 contract identifies a total program cost of $77,974,610 (Attachment II of the contract) including contributions by the State of Florida ($65,823,263) and a direct local County contribution ($1,133,000), and other local contribution ($4,326,238) to the State's Public Health Trust Fund maintained by the State Treasurer. Additionally, the contract delineates the public health services to be provided by each unit and the corresponding staff and service measures (see Attachment II, Part III of the contract).

The State's cash contribution totals $65,823,263 (Attachment II, Part II of the contract) consisting of State and Federal revenues ($61,915,588),State-authorized fees ($2,357,191), and other State cash contributions ($1,550,484).

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

The other local cash contribution totals $10,991,347, of which $4,374,596 is comprised of fees assessed for DOH health services, environmental health, and communicable disease services (Attachment II, Part II, Section 10 of the contract); $2,290,513 from Medicaid; and $4,326,238 of cash contribution (Attachment II, Part II, Section 11 of the contract).

Pursuant to State law, the Board is responsible for approving the DOH revised fee schedule (Attachment VI of the contract). However, no changes in service fees are recommended in this document. Furthermore, communicable disease and primary care fees are automatically adjusted to at least the Medicaid reimbursement rate without formal amendment to this contract in accordance with Section 154.06 of the Florida Statutes should such reimbursement be increased or decreased. Other State indirect contributions not reflected in the trust fund budget include immunization, funds for the Bureau of Public Health Laboratories, ADAP and Pharmacy Drug

Program, and the Women, Infant and Children (WIC) food program totaling $95,407,443 (Attachment II, Part II of the contract).

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

Track Record/Monitor

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

Background

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

Either party may terminate the agreement without cause upon no less than 180 calendar 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 that 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.

Attachment

ATH.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)
1-20-16

RESOLUTION NO. R-38-16

RESOLUTION APPROVING THE FISCAL YEAR 2015-16 CONTRACT IN THE AMOUNT OF $1,133,000.00 WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH EFFECTIVE RETROACTIVELY TO OCTOBER 1, 2015 FOR THE PURPOSE OF MEETING PUBLIC HEALTH NEEDS OF THE CITIZENS OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY PROVISIONS CONTAINED THEREIN, AND TO EXECUTE FUTURE AGREEMENTS FOR, AND APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS FOR FISCAL YEAR 2015-16 SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM FOR THIS PURPOSE

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

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

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

Section 2. Approves the Fiscal Year 2015-16 contract between Miami-Dade County and the State of Florida Department of Health for one year, effective retroactively to October 1, 2015 to September 30, 2016, to provide $1,133,000.00 in program support to the State of Florida Department of Health in Miami-Dade County for the purpose of public health needs of the citizens of the County in substantially the form attached hereto (the "Public Health Agreement").

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Public Health Agreement and to exercise any provisions contained therein and, subject to approval by the County Attorney's Office, to execute future agreements for, and apply for, receive, and expend additional funds for Fiscal Year 2015-16 should they become available for the purpose of public health needs in County.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, 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:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eugene Shy, Jr.

INTEROFFICE MEMORANDUM

DATE: October 15, 2015

TO: Michele Tallent, Director
Office of Budget and Revenue Management

FROM: Administrator/Director
Miami-Dade County Health Department

SUBJECT: Core Contract Certification

INFORMATION ONLY

☐ I certify that no changes have been made to the 2015-2016 Core Contract document or attachments by the _____ County Health Department.

☒ I certify that the following changes have been made to the 2015-2016 Core Contract document and attachments by the Miami-Dade County Health Department as follows (**requires Deputy General Counsel signature**):

Page	Paragraph	Document Changes
		(State exact changes to language or new language.)

Page	Section	Attachment Changes
25-27		*Attachment VI*
28-37		*Attachment VII*
38-40		*Attachment VIII*
41-42		*Attachment IX*
43-45		*Attachment X*
46		*Attachment XI*
47-51		*Attachment XII*
52-53		*Attachment XIII*

Signature (Administrator/Director) HB 10-21-15 **Date**

Signature (Deputy General Counsel) 10/26/15 **Date**

Florida Department of Health
in MIAMI DADE COUNTY HEALTH DEPARTMENT
8175 NW 12th ST • Miami, Florida 33126
PHONE: 786/845-0137 • FAX 305/470-5068

www.FloridasHealth.com
TWITTER:HealthyFLA
FACEBOOK:FLDepartmentofHealth
YOUTUBE: fldoh

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 2015-2016

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Miami-Dade County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2015.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

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

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2015, through September 30, 2016, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

7

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 42,579,479 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $1,133,000 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

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

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

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Miami-Dade County
8175 NW 12th ST
Miami, FL 33126

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. 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 Division of Public Health Statistics and Performance Management 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 contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of 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 Information Resource (FLAIR) System;

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;

iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Miami-Dade County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been

credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the County of service variances reflected in the 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, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2016 for the report period October 1, 2015 through December 31, 2015;

ii. June 1, 2016 for the report period October 1, 2015 through March 31, 2016;

iii. September 1, 2016 for the report period October 1, 2015 through June 30, 2016; and

iv. December 1, 2016 for the report period October 1, 2015 through September 30, 2016.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

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

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in

person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2016, 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 contract are as follows:

For the State:	For the County:
Ms. Lillian Rivera, RN, MSN, PhD Name	Ms. Alina Hudak Name
Miami-Dade County Health Department Administrator Title	Deputy Mayor Title
8323 NW 12th ST Suite 212	111 NW 1st ST
Miami, Florida 33126 Address	Miami, Florida 33128 Address
(786) 336-1259 Telephone	(305) 375-1032 Telephone

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

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 53 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (seven pages), Attachment III (one page), Attachment IV (three pages), and Attachment V (two pages), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2015.

BOARD OF COUNTY COMMISSIONERS FOR MIAMI-DADE COUNTY

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF FLORIDA DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: John H. Armstrong, MD

TITLE: Surgeon General/Secretary of Health

DATE: _____

SIGNED BY: _____

NAME: Lillian Rivera, RN, MSN, PhD

TITLE: CHD Director/Administrator

DATE: 11-17-15

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:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

MIAMI-DADE COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1.	CHD Trust Fund Ending Balance 09/30/15	2,925,809	557,297	3,483,106
2.	Drawdown for Contract Year October 1, 2015 to September 30, 2016	1,550,484	(203,087)	1,347,397
3.	Special Capital Project use for Contract Year October 1, 2015 to September 30, 2016	-	-	-
4.	Balance Reserved for Contingency Fund October 1, 2015 to September 30, 2016	4,476,293	354,210	4,830,503

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

81

ATTACHMENT II

MIAMI-DADE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040	AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	300,520	0	300,520	0	300,520
015040	CHD - TB COMMUNITY PROGRAM	529,990	0	529,990	0	529,990
015040	SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	154,839	0	154,839	0	154,839
015040	COMMUNITY HEALTH INITIATIVES - GENERAL REVENUE	753,826	0	753,826	0	753,826
015040	DENTAL SPECIAL INITIATIVE PROJECTS	6,602	0	6,602	0	6,602
015040	FAMILY PLANNING GENERAL REVENUE	295,248	0	295,248	0	295,248
015040	HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	162,465	0	162,465	0	162,465
015040	LA LIGA CONTRA EL CANCER - GR	1,150,000	0	1,150,000	0	1,150,000
015040	LEAD POISONING PREVENTION EDUCATION PROGRAM	30,614	0	30,614	0	30,614
015040	PRIMARY CARE PROGRAM	144,383	0	144,383	0	144,383
015040	SCHOOL HEALTH SERVICES - GENERAL REVENUE	2,192,133	0	2,192,133	0	2,192,133
015040	ALPHA ONE PROJECT	345,169	0	345,169	0	345,169
015040	STD CLINICAL SERVICES - MIAMI DADE CHD	896,181	0	896,181	0	896,181
015040	ALG/CHD SOVEREIGN IMMUNITY	32,374	0	32,374	0	32,374
015040	DOH RESPONSE TO TERRORISM	139,927	0	139,927	0	139,927
015050	CHD GENERAL REVENUE NON-CATEGORICAL	11,030,777	0	11,030,777	0	11,030,777
GENERAL REVENUE TOTAL		18,265,048	0	18,265,048	0	18,265,048
2. NON GENERAL REVENUE - STATE						
015010	STATE UNDERGROUND PETROLEUM RESPONSE ACT	100,294	0	100,294	0	100,294
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	34,152	0	34,152	0	34,152
015010	DBPR TRANSFER FOR FEES	40,000	0	40,000	0	40,000
015010	SAFE DRINKING WATER ACT - HEADQUARTERS	48,245	0	48,245	0	48,245
015010	TOBACCO STATE AND COMMUNITY INTERVENTIONS	422,527	0	422,527	0	422,527
NON GENERAL REVENUE TOTAL		645,218	0	645,218	0	645,218
3. FEDERAL FUNDS - STATE						
007000	AIDS DRUG ASSISTANCE PROGRAM ADMIN	669,659	0	669,659	0	669,659
007000	AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	223,208	0	223,208	0	223,208
007000	AIDS SURVEILLANCE - CORE	493,230	0	493,230	0	493,230
007000	STATEWIDE ASTHMA PROGRAM	78,973	0	78,973	0	78,973
007000	AFRICAN AMERICAN HIV TESTING INITIATIVE/CLINICAL	695,000	0	695,000	0	695,000
007000	AFRICAN AMERICAN HIV TESTING INITIATIVE/NONCLINC	125,000	0	125,000	0	125,000
007000	BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	187,500	0	187,500	0	187,500
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	52,382	0	52,382	0	52,382
007000	WIC BREASTFEEDING PEER COUNSELING PROG	248,382	0	248,382	0	248,382
007000	COASTAL BEACH WATER QUALITY MONITORING	20,264	0	20,264	0	20,264
007000	MINORITY AIDS FUNDING - PREVENTION - SERVICES	92,084	0	92,084	0	92,084
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	14,999	0	14,999	0	14,999
007000	FAMILY PLANNING TITLE X - GRANT	519,743	0	519,743	0	519,743
007000	EPI/LAB CAP INFECT DIS NON PPHF GLOBAL MIGRATION	33,171	0	33,171	0	33,171
007000	ADULT VIRAL HEPATITIES PREVENTION & SURVEILLANCE	28,259	0	28,259	0	28,259
007000	IMMUNIZATION - AFIX	137,871	0	137,871	0	137,871

ATTACHMENT II

MIAMI-DADE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
007000	IMMUNIZATION FIELD STAFF	4,000	0	4,000	0	4,000
007000	IMMUNIZATION ACTION PLAN	319,890	0	319,890	0	319,890
007000	MCH SPECIAL PROJECT PRAMS	272,403	0	272,403	0	272,403
007000	MCH BLOCK GRANT SPECIAL PROJECTS	41,325	0	41,325	0	41,325
007000	HPP AND PHEP COOP AGRMT PHEP EBOLA SUPPLEMENT #2	62,664	0	62,664	0	62,664
007000	PHP PUBLIC HEALTH PREPAREDNESS BASE ALLOC	822,207	0	822,207	0	822,207
007000	PHP-CITIES RESPONSE INITIATIVE	291,667	0	291,667	0	291,667
007000	AIDS PREVENTION	3,741,552	0	3,741,552	0	3,741,552
007000	RYAN WHITE TITLE II CARE GRANT	60,323	0	60,323	0	60,323
007000	RYAN WHITE TITLE II GRANT/CHD CONSORTIUM	858,080	0	858,080	0	858,080
007000	MORBIDITY AND RISK BEHAVIOR SURVEILLANCE	136,573	0	136,573	0	136,573
007000	IMPROVING STD PROGRAMS	604,150	0	604,150	0	604,150
007000	FLORIDA STD SURVEILLANCE NETWORK PART A	30,775	0	30,775	0	30,775
007000	TB CONTROL PROJECT	1,037,153	0	1,037,153	0	1,037,153
007000	WIC PROGRAM ADMINISTRATION	11,091,839	0	11,091,839	0	11,091,839
015075	INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	39,984	0	39,984	0	39,984
015075	SUPPLEMENTAL SCHOOL HEALTH	775,181	0	775,181	0	775,181
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT	19,195,831	0	19,195,831	0	19,195,831
FEDERAL FUNDS TOTAL		43,005,322	0	43,005,322	0	43,005,322
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	CHD STATEWIDE ENVIRONMENTAL FEES	1,709,712	0	1,709,712	0	1,709,712
001092	CHD STATEWIDE ENVIRONMENTAL FEES	517,311	0	517,311	0	517,311
001206	ON SITE SEWAGE DISPOSAL PERMIT FEES	27,323	0	27,323	0	27,323
001206	SANITATION CERTIFICATES (FOOD INSPECTION)	25,020	0	25,020	0	25,020
001206	SEPTIC TANK RESEARCH SURCHARGE	4,000	0	4,000	0	4,000
001206	SEPTIC TANK VARIANCE FEES 50%	9,500	0	9,500	0	9,500
001206	CHD LOCAL ENVIRONMENTAL FEES	29,375	0	29,375	0	29,375
001206	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	15,000	0	15,000	0	15,000
001206	DRINKING WATER PROGRAM OPERATIONS	2,000	0	2,000	0	2,000
001206	REGULATION OF BODY PIERCING SALONS	1,500	0	1,500	0	1,500
001206	TANNING FACILITIES	987	0	987	0	987
001206	ONSITE SEWAGE TRAINING CENTER	3,600	0	3,600	0	3,600
001206	TATTO PROGRAM ENVIRONMENTAL HEALTH	10,000	0	10,000	0	10,000
001206	MOBILE HOME & RV PARK FEES	1,863	0	1,863	0	1,863
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		2,357,191	0	2,357,191	0	2,357,191
5. OTHER CASH CONTRIBUTIONS - STATE:						
		0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	1,550,484	0	1,550,484	0	1,550,484
OTHER CASH CONTRIBUTION TOTAL		1,550,484	0	1,550,484	0	1,550,484
6. MEDICAID - STATE/COUNTY:						
001057	CHD CLINIC FEES	0	53,000	53,000	0	53,000
001147	CHD CLINIC FEES	0	2,237,513	2,237,513	0	2,237,513

ATTACHMENT II

MIAMI-DADE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
MEDICAID TOTAL		0	2,290,513	2,290,513	0	2,290,513
7. ALLOCABLE REVENUE - STATE:						
		0	0	0	0	0
ALLOCABLE REVENUE TOTAL		0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	ADAP	0	0	0	34,275,411	34,275,411
	PHARMACY DRUG PROGRAM	0	0	0	1,245,521	1,245,521
	WIC PROGRAM	0	0	0	55,311,010	55,311,010
	BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	398,914	398,914
	IMMUNIZATIONS	0	0	0	4,176,587	4,176,587
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	95,407,443	95,407,443
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008005	HIV/AIDS - LOCAL FUNDING	0	89,257	89,257	0	89,257
008005	TESTING FOR COMMUNICABLE DISEASES IN PRISON	0	72,982	72,982	0	72,982
008005	CHAT PUBLIC HEALTH RESPONSE TEAMS	0	277,012	277,012	0	277,012
008005	CHLAMYDIA PROJECT STD	0	136,079	136,079	0	136,079
008005	TB JAIL SURVEILLANCE PHT	0	54,680	54,680	0	54,680
008005	STD HUMAN PAPILLONAVIRUS PUBLIC HEALTH TRUST	0	17,554	17,554	0	17,554
008005	CDC ACUTE HEPATITIS GRANT	0	221,325	221,325	0	221,325
008005	IMMUNIZATION OUTREACH TEAM COUNTY FUNDED	0	140,831	140,831	0	140,831
008005	AIDS TAKE CONTROL	0	44,000	44,000	0	44,000
008005	TUBERCULOSIS LOCAL FUNDING	0	79,280	79,280	0	79,280
DIRECT COUNTY CONTRIBUTIONS TOTAL		0	1,133,000	1,133,000	0	1,133,000
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001025	CHD CLINIC FEES	0	3,389	3,389	0	3,389
001077	CHD CLINIC FEES	0	814,852	814,852	0	814,852
001094	CHD LOCAL ENVIRONMENTAL FEES	0	1,082,931	1,082,931	0	1,082,931
001110	VITAL STATISTICS CERTIFIED RECORDS	0	2,473,424	2,473,424	0	2,473,424
FEES AUTHORIZED BY COUNTY TOTAL		0	4,374,596	4,374,596	0	4,374,596
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001090	CHD CLINIC FEES	0	7,546	7,546	0	7,546
005000	CHD LOCAL REVENUE & EXPENDITURES	0	100,000	100,000	0	100,000
007010	PARTNERSHIP TO IMPROVE COMMUNITY HEALTH	0	838,320	838,320	0	838,320
007010	PARTNERSHIP TO IMPROVE COMMUNITY HEALTH	0	2,514,956	2,514,956	0	2,514,956
007099	CHD FEDERAL & LOCAL INDIRECT EARNINGS	0	92,394	92,394	0	92,394
010300	DOC PHARMACY INTERAGENCY AGREEMENT	0	297,587	297,587	0	297,587
010300	CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	34,400	34,400	0	34,400
010500	FLORIDA INTERNATIONAL UNIVERSITY CLINIC	0	32,061	32,061	0	32,061
010500	JESSIE TRICE CLINIC	0	17,281	17,281	0	17,281
010500	MIAMI BEACH CLINIC - PUBLIC HEALTH TRUST	0	30,333	30,333	0	30,333
010500	ROSIE LEE WESLEY CLINIC - PUBLIC HEALTH TRUST	0	24,654	24,654	0	24,654

ATTACHMENT II

MIAMI-DADE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
010500	CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	90,572	90,572	0	90,572
010500	SEPA III TRIAL STUDY WITH U OF M - MIAMI DADE	0	6,597	6,597	0	6,597
011000	CHD LOCAL REVENUE & EXPENDITURES	0	15,162	15,162	0	15,162
011001	HEALTHY START DATA MANAGEMENT	0	427,462	427,462	0	427,462
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-203,087	-203,087	0	-203,087
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	4,326,238	4,326,238	0	4,326,238
12. ALLOCABLE REVENUE - COUNTY						
		0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	0
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	2,768,338	2,768,338
	OTHER (Specify)	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	0	0
	GROUNDS MAINTENANCE	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL		0	0	0	2,768,338	2,768,338
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
	VEHICLE INSURANCE	0	0	0	0	0
	VEHICLE MAINTENANCE	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL		0	0	0	0	0
GRAND TOTAL CHD PROGRAM		65,823,263	12,124,347	77,947,610	98,175,781	176,123,391

ATTACHMENT II

MIAMI-DADE COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2015 to September 30, 2016

	FTE's	Clients/ Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd	3rd	4th	State	County	Grand Total
	(0.00)			(Whole dollars only)						
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	47.35	21,542	30,143	753,920	879,365	753,920	879,354	2,786,716	479,833	3,266,549
SEXUALLY TRANS. DIS. (102)	48.87	10,679	16,416	727,195	848,184	727,195	848,184	2,459,041	691,717	3,150,758
HIV/AIDS PREVENTION (03A1)	41.95	2	302	1,234,102	1,439,429	1,234,102	1,439,430	5,330,492	16,571	5,347,063
HIV/AIDS SURVEILLANCE (03A2)	12.39	1	1	197,692	230,584	197,692	230,583	856,551	0	856,551
HIV/AIDS PATIENT CARE (03A3)	12.09	579	1,388	236,744	276,132	236,744	276,132	1,025,752	0	1,025,752
ADAP (03A4)	13.64	1	10	226,205	263,840	226,205	263,840	980,090	0	980,090
TUBERCULOSIS (104)	63.19	4,774	21,332	1,002,237	1,168,987	1,002,237	1,168,987	3,932,964	409,484	4,342,448
COMM. DIS. SURV. (106)	14.77	0	24,687	270,123	315,066	270,123	315,067	1,170,379	0	1,170,379
HEPATITIS (109)	6.86	3,468	5,194	111,491	130,041	111,491	130,040	368,325	114,738	483,063
PREPAREDNESS AND RESPONSE (116)	24.00	0	13,306	404,509	471,810	404,509	471,809	1,714,054	38,583	1,752,637
REFUGEE HEALTH (118)	102.63	45,580	102,320	4,606,547	5,372,974	4,606,547	5,372,973	19,959,041	0	19,959,041
VITAL RECORDS (180)	23.65	87,817	149,012	343,180	400,277	343,180	400,276	0	1,486,913	1,486,913
COMMUNICABLE DISEASE SUBTOTAL	411.39	174,443	364,051	10,113,945	11,796,679	10,113,945	11,796,675	40,583,405	3,237,839	43,821,244
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	16.42	24,371	20,018	759,436	885,790	759,436	885,790	317,055	2,973,397	3,290,452
WIC (21W1)	195.20	263,573	895,824	3,020,472	3,523,012	3,020,472	3,523,012	13,086,968	0	13,086,968
TOBACCO USE INTERVENTION (212)	6.64	0	5,077	125,068	145,877	125,068	145,878	541,891	0	541,891
WIC BREASTFEEDING PEER COUNSELING (21W2)	3.60	0	7,949	47,959	55,938	47,959	55,937	207,793	0	207,793
FAMILY PLANNING (223)	48.10	13,685	25,360	872,703	1,017,902	872,703	1,017,902	2,328,511	1,452,699	3,781,210
IMPROVED PREGNANCY OUTCOME (225)	4.63	7,988	10,064	80,363	93,734	80,363	93,734	242,188	106,006	348,194
HEALTHY START PRENATAL (227)	6.19	8,826	16,007	99,478	116,029	99,478	116,030	86,838	345,177	431,015
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	0	0	0	0	0	0	0
HEALTHY START CHILD (231)	2.11	4,160	7,648	25,920	30,238	25,920	30,234	196	112,111	112,307
SCHOOL HEALTH (234)	33.42	0	728,367	738,717	861,624	738,717	861,624	3,113,780	86,902	3,200,682
COMPREHENSIVE ADULT HEALTH (237)	30.13	1,216	1,617	528,411	616,327	528,411	616,326	416,391	2,705,866	2,289,475
COMMUNITY HEALTH DEVELOPMENT (238)	0.00	0	0	0	0	0	0	0	0	0
DENTAL HEALTH (240)	1.58	1,216	1,533	40,871	47,671	40,871	47,672	121,303	55,782	177,085
PRIMARY CARE SUBTOTAL	348.02	325,035	1,719,464	6,339,398	7,394,137	6,339,398	7,394,139	19,629,132	7,837,940	27,467,072
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.68	1,229	1,229	17,396	20,290	17,396	20,290	23,067	52,305	75,372
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.94	104	855	17,277	20,152	17,277	20,152	74,538	320	74,858
PUBLIC WATER SYSTEM (358)	7.88	441	6,794	173,079	201,875	173,079	201,875	470,369	279,539	749,908
PRIVATE WATER SYSTEM (359)	0.28	127	1,011	3,901	4,550	3,901	4,549	0	16,901	16,901
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	12.14	2,885	9,497	191,066	222,856	191,066	222,856	553,717	274,127	827,844
Group Total	21.92	4,786	19,386	402,719	469,723	402,719	469,722	1,121,691	623,192	1,744,883
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.20	0	210	3,078	3,591	3,078	3,591	13,338	0	13,338
FOOD HYGIENE (348)	8.76	1,395	6,861	158,006	184,295	158,006	184,296	462,281	222,322	684,603

ATTACHMENT II

MIAMI-DADE COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2015 to September 30, 2016

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd	3rd (Whole dollars only)	4th	State	County	Grand Total
BODY PIERCING FACILITIES SERVICES (349)	0.07	65	80	940	1,096	940	1,095	4,071	0	4,071
GROUP CARE FACILITY (351)	7.95	1,530	2,684	118,168	137,829	118,168	137,828	309,627	202,366	511,993
MIGRANT LABOR CAMP (352)	0.08	3	15	1,039	1,212	1,039	1,213	4,503	0	4,503
HOUSING & PUB. BLDG. (353)	0.00	0	0	51	59	51	59	220	0	220
MOBILE HOME AND PARK (354)	0.31	56	135	4,274	4,986	4,274	4,986	18,519	0	18,519
POOLS/BATHING PLACES (360)	8.89	4,133	9,720	139,495	162,704	139,495	162,705	604,399	0	604,399
BIOMEDICAL WASTE SERVICES (364)	5.48	5,110	5,219	87,395	101,936	87,395	101,936	378,662	0	378,662
TANNING FACILITY SERVICES (369)	0.05	25	67	620	723	620	723	2,686	0	2,686
Group Total	31.79	12,317	24,991	513,066	598,430	513,066	598,432	1,798,306	424,688	2,222,994
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	1.32	328	682	20,436	23,837	20,436	23,837	88,546	0	88,546
Group Total	1.32	328	682	20,436	23,837	20,436	23,837	88,546	0	88,546
Community Hygiene										
COMMUNITY ENVIR. HEALTH (346)	0.02	0	6	531	619	531	620	2,301	0	2,301
INJURY PREVENTION (346)	0.00	0	0	12	14	12	13	51	0	51
LEAD MONITORING SERVICES (350)	4.06	663	1,910	57,517	67,086	57,517	67,086	249,206	0	249,206
PUBLIC SEWAGE (362)	0.00	0	0	18	20	18	20	76	0	76
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	23	27	23	26	99	0	99
RABIES SURVEILLANCE (366)	0.00	0	0	0	0	0	0	0	0	0
ARBORVIRUS SURVEIL. (367)	0.00	0	0	38	44	38	44	164	0	164
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	66	77	66	78	287	0	287
INDOOR AIR (371)	0.01	0	2	107	125	107	125	58	406	464
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	100	117	100	118	435	0	435
Group Total	4.09	663	1,918	58,412	68,129	58,412	68,130	252,677	406	253,083
ENVIRONMENTAL HEALTH SUBTOTAL	59.12	18,094	46,977	994,633	1,160,119	994,633	1,160,121	3,261,220	1,048,286	4,309,506
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (699)	0.00	0	0	519,068	605,429	519,068	605,430	2,248,995	0	2,248,995
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	23,263	27,133	23,263	27,134	100,511	282	100,793
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	542,331	632,562	542,331	632,564	2,349,506	282	2,349,788
TOTAL CONTRACT	818.53	517,572	2,130,492	17,990,307	20,983,497	17,990,307	20,983,499	65,823,263	12,124,347	77,947,610

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

Facility Description	Location	Owned By
Downtown Center Clinic/Administration	1350 NW 14th Street	State of Florida
Florida Highway Patrol West Flagler Building	2515 W Flagler Street	State of Florida
Refugee Health Center Refugee Program	315 NW 27th Ave.	Lease Sunny Management, Inc Attn: Frank Lopez
Family Planning Clinic	11865 SW 26 Street **Unit J-2**	United States Development Ltd
WIC (West Dade) Clinic	11865 SW 26 Street **Unit J-6**	United States Development Ltd
North Miami Clinic	14101 NW 8th Avenue	Miami-Dade County City of North Miami(Leased)
Rosie Lee Wesley Clinic	6601 SW 62nd Avenue	Miami-Dade County
Golden Glades Env. Health/warehouse	1725 NW 167 Street	Miami-Dade County
PET Center Clinic	615 Collins Avenue	Miami-Dade County
Jefferson Reaves Clinic	1009 NW 5 Avenue	Miami-Dade County
Rafael Peñalver Clinic	971 NW 2 Street	Miami-Dade County
WIC	7785 NW 48 Street H 300-325	Lease Corporate Park Administration
Carol City WIC Clinic	4737/4739/4741 NW 183 Street	Market Square Properties
Ideal Medical Center WIC/ Clinic	1490 NW 27 Avenue	Sub-lease Ideal Medical Center

Facility Description	Location	Owned By
PIC Center Administration-Septic Tank Unit	11805 SW 26 Street	Miami-Dade County (Sub-lease with the county)
Miami Beach WIC Clinic	995 N. Miami Beach Blvd	Lease Ideal Medical Center
MICC Administration	8175 NW 12 Street	Lease Adler Management
MICC (warehouse)	2264 NW 82 Avenue	Lease Adler Management
MICC (warehouse) PHP	2200 NW 82nd Avenue	Lease Adler Management
MICC (warehouse) Business Operations- Courier	2188 NW 82 Avenue	Lease Adler Management
MICC (warehouse) Business Operations- Courier	2192 NW 82 Avenue	Lease Adler Management
Storage(warehouse) WIC-STD	2264 NW 82 Avenue	Lease Adler Management
HIV/AIDS ADAP Pharmacy	1313 NW 36 Street	Lease Golden Sands Allapattah Corp.
MICC (warehouse) Administration-Maintenance shop	2266 NW 82 Avenue	Lease Adler Management
University WIC Center WIC	1607 SW 107th Avenue	Lease Universal Medical Center
MICC (warehouse) Business Operations-Storage	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	Club M & G

Facility Description	Location	Owned By
West Perrine Clinic Clinic/Administration	18255 Homestead Avenue	Miami-Dade County
Little Haiti Clinic Clinic/Administration	300 NE 80 Terrace	Miami-Dade County
Florida City Women's Health Clinic	1600 NW 6th Court	Lease Miami-Dade County
MICC (warehouse) WIC Storage/Office	2250 NW 82 Avenue	Lease Adler Management
WIC West Palm Drive WIC Clinic	753 West Palm Drive	Lease Human Services of Florida City Incorporated
WIC Hialeah WIC Clinic	551 W. 51 Pl. 3rd Floor	Lease Citrus Health Network, Inc.
Liberty City Health Center	2520 NW 75th St	Miami-Dade County

WIC Centers without Lease Agreements in place.

1) Goulds Center	10300 SW 216 Street
2) Naranja Community Health Center	13805 SW 264 Street

ATTACHMENT V
MIAMI-DADE COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2014-2015*	$ 3,515,887	$ 970,952	$ 4,486,839
2015-2016**	$ -	$ -	$ -
2016-2017***	$ -	$ -	$ -
2017-2018***	$ -	$ -	$ -
PROJECT TOTAL	$ 3,515,887	$ 970,952	$ 4,486,839

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 71113100

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

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

PROJECT TYPE:

NEW BUILDING		X ROOFING	
RENOVATION		PLANNING STUDY	
NEW ADDITION		OTHER	

SQUARE FOOTAGE: 11,738

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

START DATE *(Initial expenditure of funds)* : 2012

COMPLETION DATE: 2015

DESIGN FEES: $ 475312

CONSTRUCTION COSTS: $ 4,486,839

FURNITURE/EQUIPMENT: $ 150,000

TOTAL PROJECT COST: $ 4,486,839

COST PER SQ FOOT: $ 382

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

* Cash balance as of 9/30/15
** Cash to be transferred to FCO account.
*** Cash anticipated for future contract years.

ATTACHMENT V
MIAMI-DADE COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2014-2015*	$ 11,344	$ 2,836	$ 14,180
2015-2016**	$ -	$ -	$ -
2016-2017***	$ -	$ -	$ -
2017-2018***	$ -	$ -	$ -
PROJECT TOTAL	$ 11,344	$ 2,836.00	$ 14,180

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 71013100

PROJECT NAME: LIBERTY CITY

LOCATION/ADDRESS: 7440 NW 26TH ST MIAMI FL

PROJECT TYPE:

NEW BUILDING		X ROOFING	
RENOVATION		PLANNING STUDY	
NEW ADDITION		OTHER	

SQUARE FOOTAGE: 10113

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*
The facility will house the clinical programs such as immunizations, family planning, tuberculosis and sexually transmitted diseases. Phase II includes and additional building that will have a parking garage and offices.

START DATE *(Initial expenditure of funds)* : 7/1/2013

COMPLETION DATE: 6/30/2014

DESIGN FEES: $ 0

CONSTRUCTION COSTS: $ 275,000

FURNITURE/EQUIPMENT: $ 40,000

TOTAL PROJECT COST: $ 14,180

COST PER SQ FOOT: $ 1

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

* Cash balance as of 9/30/15
** Cash to be transferred to FCO account
*** Cash anticipated for future contract years.

ATTACHMENT VI

COUNTY FEE SCHEDULES, BY SERVICE

LEVEL OF SERVICE/SERVICE:	Fee/Range	Estimated Annual Revenue Accruing To The CPHU Trust Fund
I. PRIMARY CARE AND COMMUNICABLE DISEASE:		
Birth Certificate	$20.00	$1,207,786
Death Certificates	$20.00	$1,098,172
Second Copy & Other	$16.00	$167,466
STD Encounter		$100,353
T.B. Encounter		$80,330
Family Planning		$130,052
	Subtotal:	**$2,784,159**

Fees for primary care and communicable disease services will be set at current Medicare Rate. When a service is not included in the Medicare schedule, the rate will be up to 75th percentile level of the rate-based value scale as determined by the current *Physician Fee Reference Handbook.* In the event, however that up to the 75th percentile level of the rate-based value scale is less than the current Medicaid fee, then the Medicaid fee will be charged.

II. IMMUNIZATION SERVICES		
Immunizations		$507,506

1. Overseas Immunizations
   a. Consultation Fee for a specific travel itinerary - $45.00
   b. Administration Fee for injection – Medicare rate
   c. Minimum charge for vaccines per dose. Vaccine cost will be the cost of vaccines plus 10%
   d. Clients requesting overseas immunizations shall pay the price of the Consultation Fee, Administration Fee(s), and the vaccine charge.
2. Adult Immunizations (Immunization to individuals 19 years and older)
   a. Administration Fee for injection – Medicare Rate
   b. Minimum Charge for vaccine per dose. Vaccine costs will be the cots of vaccine plus 10%.
   c. Immunization fees charged under this schedule may be those charged for Overseas Immunization, excluding the Consultation Fee.
3. Childhood Immunizations (Immunizations to persons 18 years of age and under)
   a. No fee will be charged for childhood immunizations required for admittance to attendance in school as specified in FS 1003.22.

b. Administration Fee for immunizations not required for school – Not to exceed the Medicare rate.

III. ENVIRONMENTAL HEALTH

Environmental Health Fees $1,082,931

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.

27. Condominium Inspection	$500.00
28. Condominium Re-Inspection	$250.00
29. Youth Fair Inspection	$500.00
30. Inspection of Food Preparation and Kitchen Areas	$140.00
31. Health & Safety Inspections (Foster Homes,	
32. Child Care Center, After School Care, Family Day Care, Assistant Living Facilities, Residential Facilities including Adult Family Care Homes and Residential Treatment, Group Homes, Schools	$100.00
33. Indoor Air Investigation without Sampling	$200.00
34. Public Water Service Connection Plan Review	$70.00
35. Bacteriological clearance water sample for water main extension, service connections, and drinking water wells	$75.00 (first 4 samples) $50.00 (each additional)
36. Heavy metal water samples for drinking water wells	$100.00
37. Clearance Letters for Water Main Extension or Water Treatment Plants	$100.00
38. Compliance Bacteriological Water Samples	$50.00/sample
39. Facilities Plan Review	$100.00

Total County Fees	**$4,374,596**

ATTACHMENT VII

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

WITNESSETH:

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

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

TO HAVE AND TO HOLD unto said TENANT the term of the Core Contract for and at an annual rent of One dollar and No/100 ($1.00), for each and every location being used by the TENANT, with the exception of the Seven Hundred (700) square feet used at a $25/SQF rate in the PIC Center, for the original term of the Lease, 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.

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

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

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

ARTICLE I

USE OF DEMISED PREMISES

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

ARTICLE II
CONDITION OF PREMISES

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

ARTICLE III
UTILITIES

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

ARTICLE IV
MAINTENANCE

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

Existing interior furnishings;
Interior and exterior of buildings;

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

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

ARTICLE V
ALTERATIONS BY TENANT

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

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

ARTICLE VI
DISABLED INDIVIDUALS

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

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

ARTICLE VII
DESTRUCTION OF PREMISES

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

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

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

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX
NO LIABILITY FOR PERSONAL PROPERTY

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

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

ARTICLE X
SIGNS

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

ARTICLE XI
LANDLORD'S RIGHT OF ENTRY

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

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF PREMISES

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

ARTICLE XIV
INDEMINIFICATION AND HOLD HARMLESS

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

ARTICLE XV

LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XVI
SUCCESSORS IN INTEREST

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

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

ARTICLE XVII
CANCELLATION

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

ARTICLE XVIII
NOTICES

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

ARTICLE XIX
PERMITS AND REGULATIONS

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

ARTICLE XX
ADDITIONAL PROVISIONS

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

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

2. Non-Discrimination

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

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

3. Provider Agreements

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

ARTICLE XXI
WRITTEN AGREEMENT

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

EXHIBIT A

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

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

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

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

Jefferson Reaves Sr. Health
1007 N.W. 5th Avenue
Miami, Florida 33128

North Miami Center
14101 N.W. 8th Avenue
North Miami, Florida 33168

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

ATTACHMENT VIII

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 Disability 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. Its 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 ahs 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 Department of Health, as a state agency, does not have a policy on Domestic Violence Leave, and would be unable to comply with such local law as State policies will have to control.

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 ¼ 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, sub-consultants 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.

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

End of ATTACHMENT VIII

ATTACHMENT IX

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

Provider's Name: FLORIDA DEPARTMENT OF HEALTH

1. REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

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

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

Name of Subcontractor or Subconsultant	City and State
"No subcontractors will be used"	

THIS SPACE LEFT BLANK

ATTACHMENT IX continued

Provider's Name: FLORIDA DEPARTMENT OF HEALTH

2. REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

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

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

Name of Supplier	City and State
"No suppliers will be used"	

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

Signature of Authorized Representative: HCB

Title: Lillian Rivera, RN, MSN, PhD, Administrator **Date:** 10-21-15

Firm Name: Florida Department of Health **Fed. ID No.** 593502843

Address: 8323 NW 12 St. **City/State/Zip:** Miami, FL 33126

Telephone: 786-336-1259 **Fax:** 786-336-1291

ATTACHMENT X

Form A-12

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;

Rental Space, Equipment and Staff Requirements of Flat Overhead Fee Requirements

- **This code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment secretary, etc;**

MBE Staff Utilization

- **This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.**

This code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned from MBEs, the timing of payment and when the work is to be performed.

By _____ HP 10/21, 2015

Lillian Rivera, RN, MSN, PhD, Administrator
Printed Name of Affiant and Title

5/9/3/5/0/2/8/4/3
Federal Identification Number

FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT

8323 N.W. 12 Street Miami, Florida 33126
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 21st day of October, 2015.

By Lillian Rivera, RN, MSN, PhD, Administrator He/She is personally known to me or has presented

_____ as identification
Type of Identification

Clementine McCray
Signature of Notary

FF 145792
Serial Number

Clementine McCray
Print or Stamp Name of Notary

Nov 25, 2018
Expiration Date

Notary Public – State of FLORIDA
New 4/25/00

Notary Seal

CLEMENTINE MCCRAY
Notary Public - State of Florida
My Comm. Expires Nov 25, 2018
Commission # FF 145792

ATTACHMENT XI

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: Liliana Rivera HB — 10-21-15
(Signature of Affiant) — **(Date)**

SUBSCRIBED AND SWORN TO (or affirmed) before me this 21st **day of** 10 **20** 15
by Lillian Rivera. **He/She is personally known to me or has presented** _____ **as identification.**
(Type of Identification)

Clementine McCray — FF145792
(Signature of Notary) — **(Serial Number)**

Clementine McCray — Nov 25, 2018
(Print or Stamp of Notary) — **(Expiration Date)**

Notary Public – Stamp State of Florida **(State)** — **Notary Seal**

CLEMENTINE MCCRAY
Notary Public - State of Florida
My Comm. Expires Nov 25, 2018
Commission # FF 145792

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ATTACHMENT XII

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, Lillian Rivera, RN, MSN, PhD, 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
Miami-Dade County Health Department

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

8323 N.W. 12 St. Suite 212,	Miami	FL	33126
Street Address	City	State	Zip Code

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

1. **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
		%
		%
		%

2. **The full legal names and business address of any other individual (other than subcontractors, material men, 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:	**_____Males _____Females**	**Asian:**	**____Males ____Females**
Black:	**_____Males _____Females**	**American Indian:**	**____Males ____Females**
Hispanics:	**_____Males_____ Females**	**Aleut (Eskimo):**	**____Males ____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.)**

Although the Department has several policies which encourage nondiscrimination in the workplace, the Department does not have the specific policies listed in the agreement. Therefore, as stated above, the Department would be unable to comply with the local law as State policies will have to control.

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)

ATTACHMENT XII

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)

Although the Department encourages a drug free workplace, the State is unable to comply with the local law as State policies will have to control.

__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 parking tickets for vehicles registered in the name of the firm corporation, organization or individual have been paid.

5/00

___ 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.

ATTACHMENT XII

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: _____ (Signature of Affiant) N/A 10-21-15 (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 21st day of October

2015 by Lillian Rivera. He/She is personally known to me

or has presented _____ as identification.
(Type of Identification)

Clementine McCray
(Signature of Notary)

FF145792
(Serial Number)

Clementine McCray
(Print or Stamp of Notary)

Nov. 25, 2018
(Expiration Date)

Notary Public – Stamp State of Florida
(State)

Notary Seal

CLEMENTINE MCCRAY
Notary Public - State of Florida
My Comm. Expires Nov 25, 2018
Commission # FF 145792

5/00

ATTACHMENT XIII

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 OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Florida Department of Health

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

Miami, Fl 33126

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without, and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employee, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

(Signature) HD

Sworn to and subscribed before me this 21st day of October, 2015

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

OR Produced identification 593502843

MDCHD ID
(Type of identification)

Notary Public – State of FLORIDA

My commission expires Nov 25, 2018

Clementine McCray
(Printed typed or stamped commissioned name of notary public)

CLEMENTINE MCCRAY
Notary Public - State of Florida
My Comm. Expires Nov 25, 2018
Commission # FF 145792