

5B1

Agenda Item No.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 18, 2006 Consent Regular
 Ordinance Public Hearing

Department _____

Submitted By: Community Services

Submitted For: Ryan White Title I

I. EXECUTIVE BRIEF

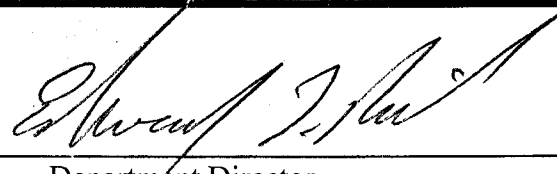
Motion and Title: Staff recommends motion to approve: A) Contract with the Palm Beach County Health Department (PBCHD) in the amount of \$250,000 for the period August 1, 2006, through March 31, 2007. B) Budget Amendment in the Ryan White Fund for \$250,000.

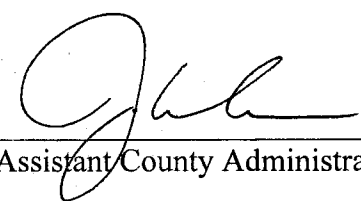
Summary: The PBCHD is granting State funding of \$250,000 to supplement the Ryan White Title I Funds. The funding is earmarked for the categories of: Outpatient Specialty Care, Residential Substance Abuse Treatment, Mental Health Therapy/Counseling and Food Bank/Home Delivered Meals services to be provided to HIV affected individuals residing in Palm Beach County. No additional County funding is required. (Ryan White Title I) Countywide (TKF)

Background and Justification: The Ryan White Title I Program facilitates the provision of services to HIV affected individuals residing in Palm Beach County. The Program received \$1.25 million less Federal dollars this current grant year to serve persons with HIV/AIDS. The PBCHD is supplementing current funding by providing \$250,000 to assist in the funding shortfall.

Attachments:

1. Contract with Palm Beach County Health Department
2. Budget Amendment

Recommended by:  7-12-2006
Department Director Date

Approved by:  7/14/06
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>62,500</u>	<u>187,500</u>	_____	_____	_____
External Revenue	<u>(62,500)</u>	<u>(187,500)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____
 Program Code _____

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

Funding through Palm Beach County Health Department

C. Departmental Fiscal Review. *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 7-12-06
 OFMB
 7-12-06
AM
 7-12-06

[Signature] 7/13/06
 Contract Dev. and Control
 E. Jones 7/13/06

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Jeb Bush
Governor

M. Rony François, M.D., M.S.P.H., Ph.D.
Secretary, Department of Health

June 30, 2006

Edward L. Rich
Community Services Department
810 Datura St.
Suite 200
West Palm Beach, FL 33401

RE: PB220: State Funding to Supplement Ryan White Title I Funds

Dear Mr. Rich, *Ed*

Attached please find documentation for the State Funding identified by you supplement the Ryan White Title I Funds.

We ask that you review the following attached documents, and begin routing them through your contract review process for signature by an authorized individual as soon as possible:

- 1) Part A of contract- will need 2 copies with original signatures
- 2) Part B (Budget)- will need 2 copies with original signatures
- 3) Part C (Standard Contract Language)- no signatures needed
- 4) Attachment I (Financial and Compliance Audit)- no signatures needed
- 5) Attachment II (Certification Regarding Debarment)- need 2 copies with original signatures
- 6) Attachment III (Certification Regarding Lobbying)- need 2 copies with original signatures
- 7) Contract Provider Information Form- need one copy with information indicated and original signature
- 8) Civil Rights Compliance Checklist- need one copy with information indicated, no signature needed

Please contact me at (561) 840-3171 if you have any questions regarding these documents. In addition, please contact me as soon as you are ready for a final contract negotiation meeting, and I will arrange for a Contract Manager to meet with you.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell J. Durant".

Mitchell J. Durant, PhD
HIV/AIDS Program Coordinator- Palm Beach County

2006 JUL 3 PM12:57

(For Official Use Only Fill In Or Check All That Apply)

Contract Number PB220 CSFA Number N/A CFDA Number 93.917 Amount of federal funds \$ _____
Fixed Price/Fixed Fee ___ Fixed Price/Unit Cost ___ Cost Reimbursement X Advance ___ Client X Non-client ___ Multi-County ___

CONTRACT

This Contract (the "Contract") is entered into by and between the Palm Beach County Health Department (PBCHD) - the "Department" and Board of County Commissioners of Palm Beach County, Florida (the "Provider").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. COMPOSITION OF AGREEMENT: The following documents are attached hereto (collectively, the "Attached Documents"):

1. Cost Reimbursement Budget. (Part B).
2. The Standard Agreement Terms and Conditions Attachment. (Part C).
3. Financial and Compliance Audit – Attachment I
4. Certification Regarding Debarment – Attachment II
5. Certification Regarding Lobbying – Attachment III

B. TERM:

1. Beginning Date: August 1, 2006
2. Ending Date: March 31, 2007

C. CONTRACT AMOUNT: \$ 250,000.00

D. TARGET POPULATION, SERVICES, SERVICE LOCATIONS AND STAFFING:

Provider will deliver services to the target population, as described below:

1. Target Population: HIV positive individuals residing in Palm Beach County.
2. Services:
 - a. The Provider shall provide Outpatient Specialty Care services to a minimum of fifty (50) unduplicated clients, for approximately 370 units (where 1 medical visit = 1 unit.) The Provider will subcontract for direct client services.
 - b. The Provider shall provide Residential Substance Abuse Treatment services to a minimum of nine (9) unduplicated clients for a minimum of 790 units (where 1 day of treatment = 1 unit.) The Provider will subcontract for direct client services.
 - c. The Provider shall provide Mental Health Therapy/Counseling services to a minimum of forty-eight unduplicated (48) clients for a minimum of 2,215 units (where 1 quarter-hour of therapy = 1 unit.) The Provider will subcontract for direct client services.

d. The Provider shall provide Food Bank/Home Delivered Meals services to a minimum of two hundred ninety (290) unduplicated clients for a minimum of 2,163 units (where a voucher = 1 unit). The Provider will subcontract for direct client services.

3. Service Locations: Specified Areas: (List Counties)
Palm Beach County

4. Staffing: Not applicable. No agency staff will be paid through this contract. The Provider will assume all financial and legal obligations and liabilities for staff providing administrative activities related to this contract and subcontract.

E. METHOD OF PAYMENT:

2. Cost Reimbursement: Direct Care Line Items will be paid according to the terms of the HIV/AIDS Patient Care Resources Administrative Guidelines for each category.

A summary sheet must accompany the invoice as documentation of services performed. This summary sheet must contain these six fatal criteria as approved in the State of Florida Comptroller's waiver to required backup documentation for cost reimbursement contracts dated December 16, 1999, incorporated herein by reference:

- a. Type of Service – Medical visit, residential substance abuse treatment, mental health therapy/counseling treatment and/or food voucher.
- b. Client Number - this unique number connects the client file with the corresponding invoice;
- c. Vendor - the company or subcontractor paid for the service;
- d. Amount - the amount of the invoice or statement;
- e. Check Number - the corresponding check number that paid the invoice; and
- f. Date Paid - the date of the check.

Part A¹ HV003

F. SPECIAL PROVISIONS

1. Services provided will be consistent with the HIV/AIDS Patient Care Resources Administrative Guidelines; HIV/AIDS Patient Care Resource Programs Reporting Guidance, Volume 5; HIV/AIDS Patient Care Programs Reporting Guidance; Ryan White CARE Act, Amended October 2000; Palm Beach County Care Council Comprehensive Plan and Service Standards; and HRSA Program Policy Notices, along with any subsequent policy notice enacted during the contract period, incorporated herein by reference.

2. The Provider will ensure the collection of 100% of required reports from subcontracted providers that provide services under this agreement during the required reporting period.

3. The Provider shall ensure that subcontracted service providers achieve a rating of 85% or better on client satisfaction survey related to quality of service.

4. The Provider shall ensure that 100% of clients accessing services meet the requirements of Ryan White Title I eligibility.

5. The Provider shall monitor subcontracted providers for compliance with this agreement annually and report to the Department thereon not later than December 1, 2006.

6. The Provider will ensure that all applicants for services provided under this contract and clients receiving services under this contract are apprised of their right to a fair hearing to appeal a determination of ineligibility for service or other actions based on denial or exclusion from the program or failure to take into account the client's choice of service. Provider must also have a means, short of appeal, whereby it will receive and review complaints as to quality of service.

7. The Provider will notify the Contract Manager when a grievance is filed related to any of the services provided under this contract.

8. The Provider and all subcontracted providers will identify potential sources of third party revenue for each client, refer them for eligibility determination, set up billing systems to collect from third party payers and bill all available sources of third party reimbursement.

G. NOTICE AND CONTACT

1. The Contract Manager is Catherine Foster, whose address and telephone number are Palm Beach County Health Department, 110 N. F Street, Lake Worth, FL 33460 (561) 540-1300.

2. Provider's Contract Representative is Edward L. Rich, whose address and telephone number are Community Services Department, 810 Datura Street, Suite 200, West Palm Beach, FL 33401 (561) 355-4702.

IN WITNESS WHEREOF, the parties hereto have executed this 16 page contract on the dates stated below.

PROVIDER: Palm Beach County Board of County Commissioners

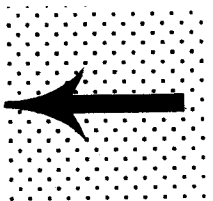
Signature: _____
Printed Name: Tony Masilotti
Title: Chairman

Date: _____
Federal I.D.# 59-60000785
Providers Fiscal Year End Date: September 30, 2006

DEPARTMENT: Palm Beach County Health Department

Signature: _____
Printed Name: Jean Marie Malecki, MD, MPH, FACPM
Title: Director

Date: _____



APPROVED AS TO TERMS AND CONDITIONS

BY: *Edward L. Rich*
DEPARTMENT HEAD

PART B
COST REIMBURSEMENT BUDGET
PB220

Board of County Commissioners of Palm Beach County, Florida

	MINIMUM ALLOWABLE REIMBURSEMENT PER UNIT	MAXIMUM ALLOWABLE REIMBURSEMENT PER UNIT	TOTAL ALLOWABLE LINE ITEM REIMBURSEMENT
Outpatient Specialty Care	\$ 10.00	\$1,000.00	\$ 56,000.00
Residential Substance Abuse Treatment	\$ 100.00	\$ 200.00	\$ 100,000.00
Mental Health Therapy/Counseling	\$ 10.00	\$ 20.00	\$ 37,000.00
Food Bank/Home Delivered meals	\$ 20.00	\$ 30.00	\$ 57,000.00
TOTAL			\$ 250,000.00

I. Provider and PBCHD Mutually Agree:

A. Composition of Agreement; Entire Agreement; No Modifications Except in Writing. The total agreement between PBCHD and Provider on the subject matter hereof consists exclusively of the Contract. Inconsistency between the Contract and this Attachment or any other attachment or exhibit shall be governed by the Contract. The Contract, this Attachment and all other attachments and exhibits referenced in this Attachment or in the Contract may be referred to collectively as the "Agreement". The Agreement supersedes any prior or contemporaneous written or oral agreements or representations on the subject matter hereof. No purported modification of the Agreement shall be valid or binding on any party hereto unless contained in a document executed by all parties hereto. If a court of competent jurisdiction strikes any portion hereof, the remainder retains full force and effect.

B. Payments. Provider shall be entitled to each payment hereunder in the amount and at the time specified herein, provided Provider meets the conditions precedent to entitlement to such payment during the term hereof. Determination regarding conditions precedent shall be at the reasonable discretion of PBCHD.

C. Termination.

1. **Termination at Will.** This Agreement may be terminated without cause by either party upon no less than thirty (30) days notice unless the Provider is a state university in which case such notice is not less than ninety (90) days. If PBCHD exercises this termination remedy, PBCHD shall be obligated to pay Provider for all work properly and timely performed hereunder, according to the payment provisions contained herein. PBCHD shall have set-off rights against such payment obligation for the amount PBCHD has been damaged by any Provider breach.

2. **Termination Because of Lack of Funds.** In the event funds to finance this Agreement become unavailable, PBCHD may, at its discretion, suspend or terminate the Agreement upon no less than twenty-four (24) hours notice in writing to Provider. In the event PBCHD chooses to exercise its termination option

under this section, neither party hereto shall have any further rights or obligations hereunder. In the event PBCHD suspends this Agreement but does not reinstate it before the end of the term hereof, such suspension shall be considered an exercise of PBCHD's termination option. If PBCHD chooses to reinstate this Agreement prior to the end of the Agreement term, the total amount payable hereunder shall be prorated down by the percentage of the Agreement term during which this Agreement remained suspended. PBCHD shall be the final authority in determining all issues as to the availability of funds.

3. **Termination for Breach.** PBCHD may, by written notice to Provider, terminate this Agreement immediately for Provider breach of any agreement with PBCHD.

D. Notice and Contact

1. All notices to PBCHD and invoices for payment should be directed to the attention of the Contract Manager. All notices to Provider and payments hereunder shall be directed to Provider's Contract Representative. In the event a different Contract Manager or Provider's Contract Representative is designated after execution of this Agreement, notice of the name and address of the new manager or representative shall be sent in writing. Provider shall keep PBCHD informed of its current telefax number at all times. Unless otherwise provided herein, any notice to be given hereunder shall be in writing and shall be sent by hand-delivery, overnight mail, by U.S. certified mail, postage prepaid, return receipt requested or by telefax. Any notice given by properly addressed and stamped U.S. certified mail, return receipt requested, shall be deemed to be given three (3) days following the date of mailing. Notice by overnight mail shall be deemed given one (1) day after such mailing. Notice by telefax shall be deemed notice by hand-delivery.
2. When provider is a state university, notice of termination under III.B.1. may not be delivered by telefax.

E. Term and Renewal.

1. This Agreement shall begin on the latter of the Beginning Date or the date the contract is fully executed by both parties ("Effective Date").

F. Property.

Notwithstanding any other section hereof and where not prohibited under 60A-1.017, F.A.C., all right, title and interest in and to property purchased, produced or developed, in whole or in part, with funds provided hereby vests in PBCHD.

G. Remedies of PBCHD Cumulative.

In addition to all remedies available to PBCHD hereunder, in the event Provider breaches any obligation hereunder, PBCHD shall be entitled to exercise any remedy available or provided under Florida law (all rights and remedies granted herein to PBCHD or available at law or equity shall be cumulative and not mutually exclusive).

H. Nonwaiver of Defaults.

Failure of PBCHD to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, does not waive such default. PBCHD shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No PBCHD waiver of any term, provision, condition or covenant hereof shall be deemed to imply or constitute a further PBCHD waiver of any other term, provision, condition or covenant hereof, and no payment by PBCHD shall be deemed a waiver of any default hereunder.

I. Governing Law; Captions.

Florida law, without giving effect to its choice of law principles, governs all matters arising under or related to this Agreement. Caption headings shall be ignored in interpreting this Agreement.

J. Construction and Forum.

1. In the event of a dispute hereover, the provisions hereof shall not be more strictly construed against any party.
2. Venue for any legal actions arising herefrom is a state court of competent jurisdiction in Leon County, Florida.

K. Authority of Person Executing Agreement.

And represents the persons executing this Agreement (and any portion thereof) for the respective parties hereto have the actual authority to so execute on behalf of each party and that all actions, corporate or otherwise, necessary to such authority have occurred.

II. Provider Agrees:

A. Contractual Services.

1. To provide all services (hereinafter "Services") as specified herein. Provider shall not be paid hereunder for Services for which it is paid under any other contract or from any other source. Except as otherwise expressly stated herein, PBCHD has no obligation for Services provided prior to the Effective Date hereof.

2. And acknowledges its exclusive responsibility to gather copies of any publications or other materials referenced herein, including amendments or newer editions published during the term hereof, required to perform hereunder. Such referenced items and amendments or newer editions thereof are automatically incorporated by reference herein without need for further amendment hereof.

B. Invoices and EFT

1. To forfeiture of all right to payment hereunder for invoices not received by PBCHD within 45 days after completion or termination hereof.

2. Any payment due hereunder may be withheld until all reports from Provider are PBCHD approved.

3. Should electronic fund transfer (EFT) be required under this agreement authorization forms and sample bank letter are available from PBCHD. Questions should be directed to the State Comptroller's EFT section (850.410.9466). The last sentence is for notice purposes only.

C. Federal and State Laws and Regulations

1. If this Agreement provides for payment of federal funds exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, and the Water Pollution Control Act, as amended. 40 CFR 35.6595

2. To comply with all applicable laws, statutes, ordinances, codes, and regulations of the United States, the State of Florida and, where relevant, counties and municipalities, and to complete any forms required under such laws, statutes, ordinances, codes and regulations, whether or not such laws,

statutes, ordinances, codes, regulations and forms are referenced herein.

3. To incorporation by reference of Fla. Stat. 287.058(1)(a-f).

4. If this contract funds purchases or improvements to real property, Provider grants PBCHD a security interest to the value of such funding for at least 5 years from the date of the purchase or the completion of the improvements or as otherwise required by law and shall effectuate the security interest as required by law.

5. Where applicable, Provider will comply with the Health Insurance Portability Accountability Act as well as resulting regulation (45 CFR Parts 160, 162 and 164).

D. Monitoring

To, consistent with applicable state and federal law:

1. Ensure clients, personnel and all items referenced in the Financial and Compliance Audit Attachment, as well as any other resources necessary to effect this monitoring, and work records of those persons selected to, or filling, the staffing requirements hereof are available and subject at all times to inspection, review, and/or audit by the federal government, PBCHD, the Comptroller, the Auditor General or their agents; and

2. Where Provider is a state university, following any monitoring finding deficiency by PBCHD, PBCHD shall notify Provider in a writing specifying such deficiencies and providing Provider an opportunity within a stated time period to rectify such deficiencies or provide PBCHD a reasonable and acceptable justification for not correcting such.

E. Indemnification.

1. To indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Provider, its employees and agents, including, but not limited to, patent, copyright, or trademark infringement, relating hereto, as well as for any determination, arising out of or related hereto, that Provider or Provider's employees, agents, subcontractors,

assignees or delagees are not independent contractors vis-à-vis PBCHD. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.

2. And acknowledges its inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify within seven (7) days after notice from PBCHD. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable shall excuse performance of this obligation. Provider shall pay all costs and fees related to this obligation including enforcement by PBCHD.

3. Where Provider is a state university, Provider agrees solely to the following indemnification clause: To be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.

F. Insurance.

1. To maintain adequate liability insurance coverage on a comprehensive basis which coverage shall be in force at all times during the term hereof.

2. Upon Provider's execution hereof, unless a state agency or subdivision as defined by Fla. Stat. 768.28, to furnish PBCHD with written evidence, acceptable to PBCHD, of the existence and extent of such insurance coverage. This section does not limit PBCHD's right to require additional insurance through other terms of this or any other Agreement nor shall PBCHD's acceptance of written evidence of insurance coverage limit or release Provider of any responsibility hereunder.

3. If a county or municipality, to furnish to PBCHD written verification of coverage in accordance with Fla. Stat. 768.28.

4. If a state university, to furnish to PBCHD the following: (Insert Provider Name) certifies it maintains general and professional liability protection coverage

through the Florida Casualty Insurance Risk Management trust fund, established pursuant to Fla. Stat. 284.30 and administered by the State of Florida, Department of Insurance, or through (insert name of self insurance program or mark as "n/a" as appropriate) self insurance programs created pursuant to Fla. Stat. 1004.24. Such protection is as described in Fla. Stat. 768.28.

G. Safeguarding Information.

To follow applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with or exceeding the requirements of Department of Health Information Security Policies, Protocols and Procedures, 1999-2000, as amended.

H. Assignments and Subcontracts.

1. To neither assign nor delegate any rights or obligations hereunder, nor subcontract any of the Services contemplated hereunder, absent PBCHD's prior written approval. No approval shall waive Provider's ultimate responsibility for the performance of all the terms and conditions hereof nor shall approval be deemed in any way to provide for the incurring of any obligation of PBCHD to the assignee, delatee or subcontractee or to increase PBCHD's obligations above the Contract Amount. Assignments, delegations or subcontracts shall be subject to the terms and conditions hereof (except as may otherwise be provided herein) and to any conditions of approval PBCHD deems necessary.

2. To provide a monthly Minority Business Enterprise report to the Contract Manager which shall include the names, addresses, dollar amounts and otherwise summarize the participation of each certified and non-certified minority subcontractor/material supplier for that month and for the Agreement to date.

3. The Office of Supplier Diversity (850.487.0915) has names of qualified minorities; questions on paragraph 2 of this section may be directed to PBCHD Minority Coordinator (850.245.4199). This paragraph for notice purposes only.

I. Return of Funds.

1. To return to PBCHD any overpayment or funds disallowed pursuant to the terms hereof disbursed to Provider. Funds paid on a calendar basis shall, upon

termination pursuant to I.C., be prorated with any remainder returned to PBCHD as an overpayment. Additionally, Provider shall return to PBCHD any and all funds paid pursuant hereto for Services paid pursuant hereto for which Provider has received payment from any other source(s) including other sources within PBCHD. All of the above-referenced funds shall be considered PBCHD funds. The return shall be due within forty-five (45) days following the completion or termination hereof, or within ten (10) days after the overpayment is discovered, whichever is sooner. If Provider fails to timely repay such funds, Provider shall pay to PBCHD, in addition to such funds, interest at the rate set pursuant to Fla. Stat. 55.03. Interest shall accrue from the date Provider was obligated to pay such funds through the date such funds are fully paid.

2. If a state university, as an alternative to paragraph 1., upon notice of the overpayment from PBCHD, to promptly inform PBCHD whether Provider agrees such amount is an overpayment. Should repayment not be made within forty (40) calendar days after the date of notification and such amount is undisputed, PBCHD has Provider's authority to instruct the State Comptroller's office to transfer the overpayment amount from the relevant state university account to PBCHD.

J. Intellectual Property

1. Patents, Copyrights and trademarks arising, developed or created in the course or as a result of Services or in any way connected herewith are the property of PBCHD and nothing resulting from Services or provided by PBCHD to Provider as a result hereof may be reproduced, distributed, licensed, sold or otherwise transferred without prior written PBCHD permission.

2. If a state university, paragraph 1 does not apply and the following controls: Absent PBCHD's explicit notification to Provider herein of particular property to be produced hereunder that PBCHD intends to retain exclusive rights to copyright, trademark or patent, Provider shall have the right to apply for copyright, trademark or patent on any property, created, developed or invented as a result hereof. Any action taken by the provider in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the provider to the Department of State in

accordance with Section 1004.23, Florida Statutes. Provider shall supply PBCHD a copy of such property and grants all state agencies a nonexclusive, royalty free and irrevocable license to reproduce, publish and use such property for government purposes. If this Agreement contains federal funds, Provider grants the federal awarding agency, for federal government purposes, the same right it grants state agencies.

K. Reports of child abuse, abandonment or death and abuse, neglect, exploitation or death of disabled adults or elderly persons.

To comply directly and through its employees and agents with Fla. Stat. Chapters 39 and 415, in reporting abuse, abandonment, neglect, exploitation or death, as relevant, of children, disabled adults and elderly persons served directly or indirectly hereunder (1-800-96ABUSE) and, in addition, relay such report to the Contract Manager within 24 hours of the making thereof. The above telephone number for notice purposes only.

L. Transportation Disadvantaged.

To comply with applicable provisions of Fla. Stat. Ch. 427, Chapter 41-2, FAC., and Vol. 10, Ch. 27 of the PBCHD Accounting Manual, on client transportation.

M. Purchasing.

1. Pride To purchase articles which are the subject hereof or required herefor from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the manner and under the procedures set forth in Fla. Stat. 946.515(2) and (4). For purposes hereof Provider shall be deemed substituted for PBCHD for dealings with PRIDE. The preceding sentence shall be construed to mean solely that if PBCHD would be obligated to purchase the property necessary hereunder from PRIDE, Provider shall be obligated to purchase such property from PRIDE. This clause is not applicable to Provider's subcontractors unless otherwise required by law.

2. MyFloridaMarketPlace

a. And represents either exemption from or registration in MyFloridaMarketPlace. Rule 60A-1.030(3), F.A.C.
b. Unless exempt, to pay 1% of the payments received from PBCHD

hereunder to the State as a Transaction Fee as follows:

- i. For payments within the State accounting system (FLAIR or its successor), to automatic deduction of the Transaction Fee from such payments; or,
 - ii. Where i. is not possible, to pay the Transaction Fee and issue accompanying reports pursuant to subsection 60A-1.031(2), F.A.C. By Provider's submission of these reports and corresponding payments, Provider certifies their correctness and agrees to audit thereof by the State or its designee.
 - iii. That the Transaction Fee may only be adjusted, and Provider credited, for items returned to the Provider through no fault, act, or omission of Provider.
 - iv. That the Transaction Fee shall not be adjusted for items rejected, returned, or declined by PBCHD due to Provider's noncompliance with terms of the Agreement.
 - c. Failure to comply with requirements a. and b. are grounds for declaring Provider in default and recovering procurement costs from Provider in addition to all outstanding fees.
- DELINQUENCY IN PAYMENT OF TRANSACTION FEES MAY RESULT IN EXCLUSION FROM FUTURE BUSINESS WITH THE STATE.**

N. Civil Rights Certification.

To comply with applicable provisions of PBCHD publication "Methods of Administration, Equal Opportunity in Service Delivery."

O. Withholdings and Other Benefits: Independent Capacity of the Contractor, Indemnification.

1. This Agreement creates no PBCHD obligations to pay or furnish:
 - a. Social security or income tax withholdings;
 - b. Retirement, health or leave benefits;
 - c. Services of support normally available to state employees (e.g., office space, office supplies, telephone service, secretarial, or clerical support).
2. And represents:
 - a. It shall not bind, nor represent to third parties it has the authority to bind, PBCHD.
 - b. That Provider and Provider's employees, agents, subcontractors, assignees and delagees are, and shall behave in all matters arising out of or related hereto, as independent contractors.

P. Sponsorship.

All notices, informational pamphlets, press releases, advertisements, descriptions of sponsorship of the program research reports, and similar public notices by or for Provider arising or resulting herefrom shall comply with Fla. Stat. 286.25.

Q. Lobbying, Fundraising and Program Income.

To comply with the prohibitions against expenditures of contract funds to lobby the Legislature or a state agency. Fla. Stats. 11.062 and 216.347. Fund raising activities shall not be charged to, or reimbursed from, any PBCHD contract proceeds. Program income shall be used, at the direction of PBCHD, to either reduce the contract award or fund additional Services. For purposes hereof, "program income" shall mean gross income received by Provider directly generated by a grant supported activity, or earned as a result hereof during the term hereof. If any payment due hereunder results directly from a budget line item submitted by Provider and Provider's actual costs/expenditures are less than the amount budgeted, the resulting difference shall be deemed "program income."

R. Staff, Facilities and Equipment.

To maintain sufficient staff, facilities and equipment to deliver the Services described herein, and immediately notify PBCHD whenever Provider is unable or is going to be unable to provide the required quality or quantity of Services.

S. Time of Essence Regarding Obligations of Provider, all Breaches Material.

Time is of the essence with regard to each and every obligation of Provider contained herein. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach hereof.

T. Acknowledgments and Representations regarding the Convicted and the Discriminatory Vendors List.

Undersigned, on behalf of himself/herself, Provider, and any affiliate thereof, represents there is no placement on either the convicted vendor or discriminatory vendor lists prohibiting this Agreement. Fla. Stats. 287.133-134.

III. PBCHD Agrees:

A. Contract Amount.

To pay for Services, in amount not to exceed the Contract Amount, subject to the availability of funds. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

B. Contract Payment. Payment is due and owing upon the latter of:

1. PBCHD receipt of a properly completed invoice; or
2. PBCHD approval of Services. Unless otherwise specified herein, PBCHD has five (5) working days to inspect and approve Services. Vendors with problems in timely payment(s) hereunder may contact the Comptroller's Hotline (800.848.3792). The last sentence is for notice purposes only.

END OF TEXT.

ATTACHMENT I

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, Bin B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT - 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1	_____	CFDA# _____	Title _____	\$	<u>N/A</u>
Federal Program 2	_____	CFDA# _____	Title _____	\$	<u>N/A</u>
TOTAL FEDERAL AWARDS				\$	<u>N/A</u>

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s)	<u>Fed. DHHS, HRSA</u>	CFDA# <u>93.917</u>	Title <u>Ryan White Title II</u>	\$	<u>250,000.00</u>
State financial assistance subject to Sec. 215.97, F.S.:	CSFA# _____	Title _____		\$	<u>N/A</u>
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.				\$	<u>N/A</u>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The Ryan White CARE Act has matching fund requirements for states with more than 1% of the aggregate number of national AIDS cases. For Florida, the matching fund requirement is \$1 in state HIV/AIDS contributions for every \$2 in the Title II grant. The general revenue funding for this contract is counted toward this requirement. As a result, all of the general revenue funding in this contract must be used for HIV/AIDS services.

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, provider has been determined to be:

Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- OMB Circular A-122 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- OMB Circular A-21 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

"THIS IS END OF TEXT"

Attachment II
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS / SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$ 25,000 in federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

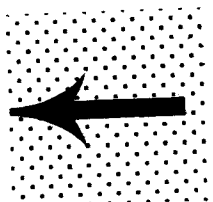
CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature _____ Date _____

Name _____ Title _____

09/05



CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

signature

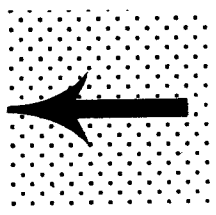
date

name of authorized individual

PB220
Application or Contract Number

name of organization

address of organization



BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET Amendment

BGRV 142 071106 - 532
 BGEX 142 071106 - 1790

FUND (1010) Ryan White

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/11/2006	REMAINING BALANCE
	Revenue							
142-1473-3469	State Grant-Other Human Services	0	0	250,000		250,000		
	Expenditure							
142-1473-8201	Contributions-Non Govts Agencies	0	0	250,000		250,000	0	250,000

BUD_BLNK.xl

COMMUNITY SERVICES
 INITIATING DEPARTMENT/DIVISION Edward L. Rich
 Administration/Budget Department Approval
 OFMB Department - Posted

Edward L. Rich

Date

7-12-2006

By Board of County Commissioners
 At Meeting of _____

 Deputy Clerk to the
 Board of County Commissioners



CONTRACT PROVIDER INFORMATION FORM

Exact Provider Name (as it will appear on INVOICES):

Mailing Address For Receipt of Contract Payments (include even if you are paid by EFT-Electronic Fund Transfer):

Name, Title & Mailing Address to Whom an Original FULLY EXECUTED Contract Will Be Transmitted:

Contact Person-Financial/Administrative:

Street Address:

Telephone:

Fax:

E-mail:

Contact Person-Programmatic:

Street Address:

Telephone:

Fax:

E-mail:

Name & Title of Contract Signer: _____

(Chair/President of the Governing Board or President of the Corporation. If an Executive Director, District Manager or other staffperson is specified, a copy of their written delegation of signature authority from one of the aforementioned positions must be attached.)

Federal Tax ID Number (use Social Security Number for individual): _____

Vendor Classification (check one): For profit Non profit (attach 501(c)(3) IRS letter) Gov't Agency

FY End Date: _____

Total Number of Employees: _____

Minority Status: (Not applicable to governmental agencies. CMBE=Certified Minority Business Enterprise as certified by State of FL Dept. of Management Services, Office of Supplier Diversity.)

CMBE: Yes (Attach copy of certificate or other documentation)
 No (proceed to next step)

NON-CMBE: report the number of owners or board members in each category below:

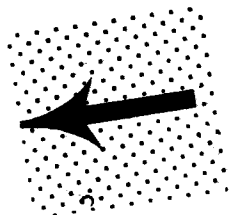
___ Black males	___ Black females	
___ Hispanic males	___ Hispanic females	
___ Asian males	___ Asian females	
___ Native American males	___ Native American females	
___ White males	___ White females	
___ Total males	___ Total females	___ Total owners/board members

Attachments

1. **Insurance Certificates.** Please attach certificates for the following coverages that are carried by your agency:
 - a. General liability
 - b. Fire & Theft
 - c. Workers' Comp
 - d. Automobile for autos owned by your agency
 - e. Employee Dishonesty
 - f. Medical, dental and mental health providers must provide documentation of one (1) of the following for each licensed individual providing services under the contract:
 - i. Malpractice insurance in the amount of \$250,000 per claim and \$750,000 in the aggregate.
 - ii. An escrow account consisting of cash and assets in an amount of \$250,000 per claim and \$750,000 in the aggregate.
 - iii. Unexpired irrevocable letter of credit in an amount not less than \$250,000 per claim and \$750,000 in the aggregate. The letter of credit must be held by a bank or savings association organized and existing under the laws of Florida. The escrow account and letter of credit must be in an amount of \$500,000 if there are two claims and \$750,000 if there are three claims.
 - g. Directors/Officers Liability

2. **Civil Rights Compliance Checklist.** Please attach a copy of this DOH two-part form completed within the last 6 months. Electronic templates are available from your contract manager. Note that US Census figures have been entered for your convenience for Palm Beach County. If your target population differs you must replace data for that population and note its source.

Provider Signature/Date: _____



STATE OF FLORIDA DEPARTMENT OF HEALTH

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility: Board of County Commissioners of Palm Beach County, Department of Community Services	County: PALM BEACH
Address: 810 Datura Street	Completed By:
City, State, Zip Code: West Palm Beach, FL 33401	Date: _____ Telephone: _____

Part I

1. Briefly describe the geographic area served by the program/facility and the type of service provides:

GEOGRAPHIC AREA: PALM BEACH COUNTY

TYPE OF SERVICE: Health and Support Services to Persons with HIV

2. POPULATION OF AREA SERVED. Source of data: 2000 US CENSUS-PALM BEACH COUNTY

Total #	% White	% Black	% Hispanic	% Other	% Female		
1,131,184	79	12	8	1	52		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
N/A							

Part II. Use a separate sheet of paper for any explanations requiring more space.

6. Is an Assurance of Compliance on file with DOH? If NA or NO explain.

NA YES NO

7. Compare staff Composition to the population. Is staff representative of the population? If NA or NO, explain.

NA YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain.

NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO

PART-II.

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal Written Poster If NA or NO, explain.

NA YES NO

14. Is the program/facility physically accessible to mobility, hearing and sight-impaired individuals? If NA or NO, explain.

NA YES NO

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

16. Is there an established grievance procedure that incorporates due process into the resolution of complaints? If NO, explain.

YES NO

17. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

19. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain.

YES NO

DOH USE ONLY

Reviewed By	In Compliance: YES <input type="checkbox"/> NO <input type="checkbox"/>
Program Office	Date Notice of Corrective Action Sent
Date	Telephone
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>
	Date Response Due
	Date Response Received

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a county, city or other locality. If the program or facility serves a specific target population such as adolescents, describe the target population. Also define the type of service provided such as inpatient health care, refugee assistance, child day care, etc.
 2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the Census containing Florida population statistics. Include the source of your population statistics. (Other races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
 3. Enter the total number of full-time staff and their percent by race, sex and disabled. Include the effective date of your summary.
 4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
 5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
 6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45CFR80. This is usually a standard part of the contract language for DOH recipients and their sub-grantees.
 7. Are the race, sex and national origin composition of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff? Although some variance is acceptable, the relative absence of a particular group on staff may tend to exclude full participation of that group in the program/facility. Significant variances must be explained.
 8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
 9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation and also through on-site record analysis of persons who applied but were denied services or employment.
 10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients.
 11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability.
 12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services.
 13. Programs/facilities must make information available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
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14. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

Accessibility must meet or be equivalent to the standards set by the Americans with Disabilities Act. If the program or facility is not accessible to disabled persons, there must be an equally effective program available in the area where services can be obtained. Alternative service providers must be listed if the program is not accessible.

15. A self-evaluation to identify any accessibility barriers is required. The self-evaluation is a four step process:
- Evaluate current practices and policies to identify any practices or policies that do not comply with Section 504 of the Rehabilitation Act or the Americans with Disabilities Act.
 - Modify policies and practices that do not meet requirements.
 - Take remedial steps to eliminate any discrimination that has been identified.
 - Maintain a self-evaluation on file.
16. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited.
17. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Section 504 and the ADA.
18. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication.
19. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services.
20. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program.