

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing
 Department _____

Submitted By: Community Services

Submitted For: County Sponsored Programs

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with the Palm Beach County Health Department for the period October 1, 2006, through September 30, 2007, in an amount of \$128,120 for counseling services.

Summary: The Palm Beach County Health Department (PBCHD) will provide in-depth, comprehensive counseling for recalcitrant HIV positive clients tested through the agency as well as necessary punitive actions for repeat offenders. Recalcitrant HIV positive clients are those who are non-compliant and engage in behavior to spread transmission of the infection. Examples of punitive action include court ordered counseling, behavior modification, hospitalization, and isolation. Funding for the PBCHD and other County-sponsored agencies was included in the FY 2007 budget. Countywide (TKF)

Background and Justification: In providing for human services needs, Palm Beach County augments its own services mix by providing financial assistance to community-based organizations. This program was established in the early 1980's to overcome the adverse impact of reduced federal funding. More recent federal and state funding reductions emphasize the need for continuing county financial assistance to these organizations. Funded organizations are monitored by the Community Services Department to maintain strict fiscal integrity. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a reimbursement basis only, at a rate not to exceed 1/12 of the contracted total per month, and funds cannot be used to initiate or to pursue litigation against the County.

Attachments: Contract, The Palm Beach County Health Department

Recommended by: *[Signature]* 1-11-2001
Department Director Date

Approved by: [Signature] 1/31/09
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures					
Operating Costs	<u>128,120</u>				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>128,120</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes ☒ No
Budget Account No.: Fund 0001 Dept 740 74 Unit Var 2504 Object Var 8101
Program

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

County Funds

C. Departmental Fiscal Review: *Ken*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 1-23-07
OFMB *TM* 1/18/07 *PM* 1/18/07
[Signature] 1/29/07 Contract Dev. and Control 1/30/07

B. Legal Sufficiency:

[Signature] 1/31/07
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and **Palm Beach County Health Department**, hereinafter referred to as the AGENCY, a governmental agency of the State of Florida, whose address is **826 Evernia Street, West Palm Beach, FL 33401**.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED BY THE AGENCY:

The AGENCY agrees, during the term of this Contract, to provide Physical Health services within Palm Beach County as specifically set forth in the Scope of Work, Exhibit "A" attached hereto.

The AGENCY shall coordinate its services with the Palm Beach County Community Services Department, and shall submit all invoices, reports and records to the Department as specifically set forth in the Scope of Work and Article 9, hereof.

ARTICLE 2 - PAYMENTS TO AGENCY/REIMBURSABLE:

The COUNTY shall pay to the AGENCY as partial reimbursement of the AGENCY'S expenses for services rendered an amount not to exceed **One Hundred Twenty-Eight Thousand, One Hundred and Twenty Dollars (\$128,120.00)**. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, for expenses actually incurred and paid, up to the amounts set forth in Exhibit "B" for each service/program category, for those services provided under the Scope of Work. The amount billed in any month shall not, however, exceed 1/12th of the contract, or \$10,676.66. However, the AGENCY may submit a cumulative billing request for more than the sum of \$ 10,676.66, if the preceding month's billing did not equal the 1/12th share. All Requests for Payment under the terms of this Contract shall include copies of receipts, checks, invoices, payroll check registers for reimbursement of personnel costs, or other documents acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes. Any amounts not billed or submitted in time for payment by the end of the COUNTY'S fiscal year (September 30th) shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amount.

ARTICLE 3 - PAYMENT OF INVOICES:

Invoices received from the AGENCY pursuant to this Contract will be reviewed for authenticity and accuracy and approved by the Community Services Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference the Document Number (formerly Resolution) under which this Contract was approved. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "B", attached hereto. All invoices must clearly state that goods and/or services were invoiced to AGENCY and not to an individual or "Cash". In the case of reimbursement for a portion of

a salary, as delineated in the Schedule of Payments, the canceled check submitted as invoice must be payable to the referenced individual and memorandum as such on the check.

ARTICLE 4 - AVAILABILITY OF FUNDS:

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - LIABILITY:

Prior to execution of this contract by the COUNTY, the AGENCY shall provide certificates evidencing insurance coverage as required here under.

The Department as a state agency agrees to be fully responsible to the limits set forth in Section 768.28, Florida Statutes for its own negligent acts which result in claims or suits against the Department or the Palm Beach County Community Services arising out of this Agreement, and agrees to be liable to the limits set forth in herein shall be construed as a waiver of sovereign immunity or consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement. The Palm Beach County Community Services agrees to be fully responsible for its own negligent acts which result in suits or claims against the Palm Beach County Community Services or the Department arising out of this Agreement, and agrees to be liable for any damages proximately caused by said acts or omissions.

ARTICLE 6 - WARRANTY/PERSONNEL:

The AGENCY warrants that all services shall be performed by skilled and competent personnel meeting the professional standards set forth in this agreement. Any changes or substitutions in the AGENCY'S key personnel as may be listed herein must be made known to the COUNTY'S representative, prior to the execution, and written approval granted by the COUNTY'S representative before said changes or substitutions can become effective.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

ARTICLE 7 - NONDISCRIMINATION:

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 8 - AGENCY'S PROGRAMMATIC AGREEMENTS:

The AGENCY further agrees:

1. To allow COUNTY through its Community Services Department to monitor AGENCY. To assure that its goals and conduct as outlined in the Scope of Work, Exhibit "A", are adhered to.
2. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
3. That all records shall be subject to the Public Records Law, Chapter 119, Florida Statutes.
4. That the COUNTY shall be promptly reimbursed for any funds which are misused or misspent.
5. To submit a Utilization Report to the Community Services Department, in such form and detail as may be specified by COUNTY, within 15 days of the COUNTY'S fiscal year midpoint (not later than April 15th) and end point (not later than October 15th) that reflects the AGENCY'S progress in attaining it's goals as outlined in the Scope of Work (Exhibit "A").

Copies of the required forms-have been supplied to the AGENCY. Failure to submit completed reports will result in a delay in payment and/or termination of this Contract. The AGENCY shall maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years. However, if litigation or unresolved audit questions remain the records shall be retained until the litigation or audit findings have been resolved.

6. The Palm Beach County Board of County Commissioners at its regular meeting of March 1, 1994, approved the following Contracting for Services Criteria to which the AGENCY further agrees:

CONTRACTING FOR SERVICES CRITERIA

- a. The agency shall be a private not-for-profit corporation, or a recognized public (governmental) organization, duly chartered and registered with the Florida Department of State, Division of Corporations, prior to the submission of an application for financial assistance.
- b. The agency shall be governed by a Board of Directors whose members must have no monetary conflict of interest with the agency, serve without compensation and reasonably reflect county minority demographics.
- c. The agency shall demonstrate other financial support of its budget through contributions, donations, grants, endowments, fees and/or other revenue sources which are independent of Palm Beach County tax dollars.
- d. The agency shall identify any existing or potential matching dollars and demonstrate their use.
- e. The agency shall have the demonstrated capability and/or experience to develop and/or administer the services which are being contracted for.
- f. The agency shall have demonstrated capability and/or experience to develop and/or maintain management and fiscal systems essential to its financial management.
- g. The agency shall be able to provide access to data (both programmatic and fiscal), essential to the evaluation of contracted services.

- h. The agency shall be able to demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- i. The agency shall have, where appropriate, a sliding fee scale ensuring that no one is denied service for inability to pay and that everyone is ensured the dignity associated with being responsible for some payment, contribution or service.
- j. The agency shall assure that the specific services to be provided will be directed to the target population as delineated in the contract.
- k. The agency shall indicate the specific program and/or services it will provide under contract with the county.
- l. The agency shall in conjunction with the Community Services Department develop measurable outcomes which relate to the services being contracted for.
- m. The agency shall provide services without discrimination, making its services available regardless of race, religion, color, sex, disability, age, marital status, sexual orientation, familial status, ancestry, or national origin, except where/or consistent with, industry standards in providing programs for special needs groups.
- n. Agencies with religious affiliations must not require attendance at religious services nor engage in any religious proselytizing in any program receiving county funds.
- o. The agency administrative costs shall not exceed 15% of its total budget.
- p. The agency shall note on its stationery and brochures that it receives funding from the Palm Beach County Board of County Commissioners.
- q. The agency shall be providing services to residents of Palm Beach County.
- r. The agency shall submit its completed application for funding, with all required attachments, by the announced deadline.
- s. Agencies presently contracting with the county shall successfully complete all contracted requirements in a timely manner in order to be eligible for funding the following year.

ARTICLE 9 - AUDIT REQUIREMENTS

An audit by the auditor general's office shall satisfy the requirements of this contract.

- a. The annual financial audit report shall include all management letters and the Agency's response to all findings, including corrective actions to be taken.
- b. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 10 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 11 - PUBLIC ENTITY CRIME CERTIFICATION:

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

ARTICLE 12 - EFFECTIVE TERM/TERMINATION:

1. This Contract shall begin on October 1, 2006.
2. This Contract shall end on September 30, 2007.
3. Termination at will: This Contract may be terminated by either party upon no less than a 30 day written notice.

ARTICLE 13 - NOTICES:

All notices required in this Contract shall be sent by Certified Mail, Return Receipt Requested, and if sent to the COUNTY shall be mailed to:

Lorenzo Taylor, Program Monitor
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Jean Malecki, M.D., M.P.H., Director
Palm Beach County Health Department
826 Evernia Street
West Palm Beach, Florida 33401

ARTICLE 18 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits "A" and "B"), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Addie L. Greene, Chairperson

WITNESS:

Patricia A. Adams
Signature

Patricia A. Adams
Name Typed

AGENCY's Federal ID Number

AGENCY:

Palm Beach County Health Department
AGENCY's Name Typed

BY Thomas Curran
Signature

for Jean M. Malecki, MD, MPH, FACP
AGENCY's Signatory Name Typed

Director
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

By: Edward L. Rich
Edward L. Rich, Director

EXHIBIT "A"
SCOPE OF WORK
FINANCIAL ASSISTANCE CONTRACT

SCOPE OF WORK

HIV PREVENTION WITH NON-COMPLIANT CARRIERS

Background/History:

Florida ranks third nationally in the cumulative number of reported AIDS cases. In Florida, Palm Beach County ranks third with a case rate of 48 cases per 100,000 populations reported through December 31, 2003. Heterosexual contact is the second leading risk factor for HIV transmission that is spread by a core group of individuals previously identified as HIV positive and post-test counseled.

Approximately 30-40% of HIV positive clients tested by the Palm Beach County Health Dept. (PBCHD) are identified as previous positives. Many of these individuals are recidivists returning to STD clinics for STD therapy, prostitutes, and individuals engaging in sex for drugs and money. The costs associated with each new HIV infection that results from transmission by non-compliant carriers is approximately \$120,000.

Policy Statement:

The DOH PBCHD or the department will initiate action to enforce F.S. 381 and 384 to reduce HIV transmission by non-compliant carriers. The PBCHD will provide HIV counseling and testing by court order to further reduce the incidence of HIV infection resulting from criminal transmission.

Objective A:

To provide in-depth, comprehensive counseling for recalcitrant HIV positive clients tested by the PBCHD and necessary punitive actions for repeat offenders.

Strategies:

1. Two Social Services Counselors will be on the front line with the clients with support of a health services representative that will track and ensure client follow-up. The counselor is preferably at the master's degree level with hands on counseling, or with an undergraduate degree with extensive experience in substance abuse counseling.
2. Counselors will require a Masters degree in psychology or in clinical social work, or licensure as a mental health technologist.
3. Utilize PBCHD STD/HIV/TB staff to provide training on HIV prevention counseling. Training will cover the concepts, principles and techniques of HIV prevention counseling, utilizing the CDC-recommended, and client centered counseling approach.
4. HIV prevention counseling for recalcitrant clients will consist of 4 consecutive, monthly, one hour sessions.
5. Upon their first documented act of non-compliance, individuals with HIV infection will be requested to voluntarily submit to comprehensive HIV prevention counseling. Clients shall be informed of their obligation and responsibility to adhere to prevention standards and that failure to do so may result in temporary isolation as authorized in Section 384.28 of the Florida Statutes.
6. The STD Program will request the DOH PBCHD attorney to initiate action pursuant to F.S. 384.27, Item 5, obtaining a court order for non-compliant clients to participate in this counseling program and prohibiting these individuals from engaging in certain high risk behaviors.

7. Clients continuing to engage in unsafe sexual practices will be court ordered to participate in a 40 hour behavior modification course.
8. In some cases, individuals who are non-compliant may not respond to any of the measures listed above and may need temporary isolation until the behavior can be modified. In these situations, the department may petition the circuit court to order the person to be isolated, hospitalized, placed in another health care or residential facility or isolated from the general public, until the threat to the public health can be eliminated or reduced to a point where it is no longer a threat.
9. When a health care worker is faced with a situation where a client with HIV infection remains non-compliant after repeated documented efforts to modify behavior, the health care worker shall complete the Pre-Detention Hearing Checklist to determine if temporary isolation should be pursued.
10. If the Pre-Detention Hearing Checklist indicates, the situation will be brought to the attention of the County Public Health Dept. Director.
11. The County Public Health Dept. Director will evaluate the situation and seek District Legal Counsel through the Deputy District Administrator for Health (DDAH).
12. Persons violating any of the provisions of this Chapter 384.24 F.S., any quarantine, or any rule adopted by the department under the provisions of this chapter shall be guilty of a misdemeanor of the second degree.

Objective B:

To perform HIV counseling and testing under court order for persons arrested or convicted for prostitution, soliciting prostitution and for illicit drug-related crimes.

Strategies:

1. The DOH PBCHD or the department will receive reports from the State Attorney's office and correctional facilities identifying prostitutes convicted of prostitution, soliciting prostitution, and persons convicted of illicit drug-related crimes.
2. The DOH PBCHD or the department will receive reports from the State Attorney's office and correctional facilities to identify persons who have pled nolo contendere or guilty to the offenses listed above in item 1, and will undergo HIV counseling and testing through the PBCHD as a requirement of a pretrial diversion program. Repeat offenders will be subject to the provisions outlined in Objective A , items 5-12.
3. DOH PBCHD program will perform HIV testing and conduct, if necessary, actions as outlined in Objective A. items 5-12.

EXHIBIT "B"

**REIMBURSABLE EXPENSES ONLY
SCHEDULE FOR PAYMENT AND BUDGET DATA
FINANCIAL ASSISTANCE CONTRACT**

Service/Program: HIV Prevention Project

<u>MONTH OF</u>		<u>BILLING RATE 1/12TH OF ALLOCATION</u>
OCTOBER,	2006	\$ 10,676.66
NOVEMBER,	2006	\$ 10,676.66
DECEMBER,	2006	\$ 10,676.66
JANUARY,	2007	\$ 10,676.66
FEBRUARY,	2007	\$ 10,676.66
MARCH,	2007	\$ 10,676.66
APRIL,	2007	\$ 10,676.66
MAY,	2007	\$ 10,676.66
JUNE,	2007	\$ 10,676.66
JULY,	2007	\$ 10,676.66
AUGUST,	2007	\$ 10,676.66
SEPTEMBER,	2007	\$ 10,676.74

MAXIMUM AMOUNT AUTHORIZED **\$ 128,120.00**

BUDGET DATA

Payment will be made only for budgeted categories up to the maximum amount set forth below:

<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
1. Salaries & Benefits	\$ 119,471.00
2. Travel	\$ 4,000.00
3. Building/Occupancy	\$
4. Communications/Utilities	\$ 500.00
5. Printing & Supplies	\$ 1,000.00
6. Food Service	\$
7. Other (Training and Development)	\$ 500.00
8. Equipment	\$
9. Rent- Vehicle Lease	\$ 2,649.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES **\$ 128,120.00**

All reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the AGENCY directly in connection with the AGENCY'S performance of its duties and Scope of Work pursuant to this Contract.

No reimbursements will be made under this contract for any primary medical care (treatment of physical injury or conditions).