

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	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

No Fiscal Impact

C. Departmental Fiscal Review.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Handwritten Signature] 5-18-07
 OFMB
 5/17/07
 5/17/07
 5/18/07
 5/15/07

[Handwritten Signature] 5/17/07
 Contract Dev. and Control
 Elyene 5/18/07

B. Legal Sufficiency:

[Handwritten Signature] 5/21/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

(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 Advance Client 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~~ Palm Beach County Board of County Commissioners (the "Provider") *EMR MJD 8/9/06*
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 *EMR*
2. Ending Date: March 31, 2007 February 28, 2007 *MJD 8/9/06*

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.

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 date stated below.

R2006-1350

PROVIDER: Palm Beach County Board of County Commissioners

Karen T. Marcus

Signature: [Signature]
Printed Name: Tony Masilotti
Title: for Chairman

Date: JUL 18 2006
Federal I.D.# 59-60000785
Providers Fiscal Year End Date: September 30, 2006

DEPARTMENT: Palm Beach County Health Department

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

Date: 8/9/06

Sharon R. Bock, Clerk & Controller
Palm Beach County, Florida
By Judith [Signature]
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Maureen Cullen
COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]
DEPARTMENT HEAD

R2006 1350

0004

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 (the "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, delagee 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 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

03/06

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"

R-2006-1350

**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

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.

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.

Karen T. Marcus

JUL 18 2006

Signature

Date

Name

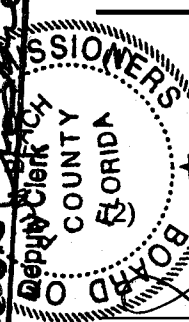
for Tony Masilotti

Title

Chairman

09/05

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By *[Signature]*
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

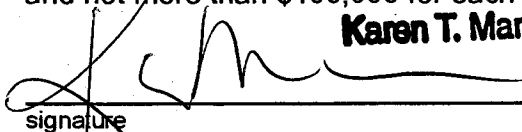
BY *[Signature]*
County Attorney

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 **Karen T. Marcus**


JUL 18 2016
date

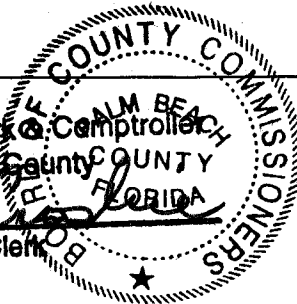
for Tony Masilotti, Chairman
name of authorized individual


PB220
Application or Contract Number

name of organization

address of organization

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By 
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY