

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 5, 2007 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: Revisions made to Contract (R2006 1350; July 18, 2006) with the Palm Beach County Health Department (PBCHD).


Summary: The PBCHD has agreed to provide \$250,000 in assistance to the Ryan White program and the contract referencing the terms and conditions was submitted for BOCC approval on July 18, 2006 (R2006 1350). Since BOCC approval, PBCHD has made two changes. One change is that the contract ending date is now February 28, 2007, instead of March 31, 2007, and the other involves the name Board of County Commissioners of Palm Beach County, Florida being changed to Palm Beach County Board of County Commissioners. (Ryan White Title I) Countywide (TKF)

Background and Justification: The PBCHD is supplementing current funding by providing \$250,000 to assist in the funding shortfall of the Ryan White Title I Program. This contract is the result of that agreement and it was approved by the BOCC on July 18, 2007. When the document was submitted to PBCHD for full execution, it was changed. Before the Palm Beach County Clerk's office can recognize this contract as being fully executed, it must be resubmitted for approval because changes were made to the document after it was originally approved at the BOCC meeting of July 18, 2006.

Attachments:

Contract with Palm Beach County Health Department (R2006 1350)

Recommended by:  5-14-2007
 Department Director Date

Approved by:  5/22/07
 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	_____	_____	_____	_____	_____
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
 E. Jones 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") *EMC 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 *EMC*
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.

PROVIDER: Palm Beach County Board of County Commissioners

R2006-1350

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

Seal of Palm Beach County Commission
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

Part A2 HV003

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.