



**II. FISCAL IMPACT ANALYSIS**

**Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
Capital Expenditures	_____	_____	_____	_____
Operating Costs	<u>576,631</u>	_____	_____	_____
External Revenue	<u>(576,631)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>000</b></u>	_____	_____	_____

# **ADDITIONAL FTE POSITIONS (Cumulative)** \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1010 Dept 142 Unit 1477 Object 8201  
 Program Code various

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

Funding provided through the U.S. Department of Health and Human Services. No County match is required. Federal funds will provide needed services to HIV/AIDS clients in Palm Beach County.

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**


*[Signature]* 9-19-07  
 9/19/07 OFMB *[initials]* CN 9/19/07  
 Contract Dev. and Control *[Signature]* 9/26/07  
 These contracts comply with our review requirements.

**B. Legal Sufficiency:**  
*[Signature]* 9/27/07  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

received  
8/6/07

1. DATE ISSUED: 08/01/2007		2. PROGRAM CFDA: 93.914		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act Section 2601 et seq. and Section 2693							
3. SUPERCEDES AWARD NOTICE dated: <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>											
4a. AWARD NO.: 1 H3MHA08466-01-00	4b. GRANT NO.: H3MHA08466	5. FORMER GRANT NO.:									
6. PROJECT PERIOD: FROM: 08/01/2007 THROUGH: 07/31/2010											
7. BUDGET PERIOD: FROM: 08/01/2007 THROUGH: 07/31/2008											
8. TITLE OF PROJECT (OR PROGRAM): Minority AIDS Initiative Programs for Part A Grantees											
9. GRANTEE NAME AND ADDRESS: PALM BEACH COUNTY BOARD OF COMMISSIONERS PO BOX 4036 WEST PALM BEACH, FL 33402			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Edward Rich PALM BEACH COUNTY BOARD OF COMMISSIONERS 810 Datura Street West Palm Beach, FL 33401-5204								
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation			12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE								
a. Salaries and Wages: \$ 0.00 b. Fringe Benefits: \$ 0.00 c. Total Personnel Costs: \$ 0.00 d. Consultant Costs: \$ 0.00 e. Equipment: \$ 0.00 f. Supplies: \$ 0.00 g. Travel: \$ 0.00 h. Construction/Alteration and Renovation: \$ 0.00 i. Other: \$ 0.00 j. Consortium/Contractual Costs: \$ 0.00 k. Trainee Related Expenses: \$ 0.00 l. Trainee Stipends: \$ 0.00 m. Trainee Tuition and Fees: \$ 0.00 n. Trainee Travel: \$ 0.00 o. TOTAL DIRECT COSTS: \$ 576,631.00 p. INDIRECT COSTS: (Rate: % of S&WTADC) \$ 0.00 q. TOTAL APPROVED BUDGET: \$ 576,631.00 i. Less Non-Federal Resources: \$ 0.00 ii. Federal Share: \$ 576,631.00			a. Authorized Financial Assistance This Period \$ 576,631.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$ 0.00 ii. Offset \$ 0.00 c. Unawarded Balance of Current Year's Funds \$ 0.00 d. Less Cumulative Prior Award(s) This Budget Period \$ 0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 576,631.00								
13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)											
<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td>02</td> <td>\$ 576,631.00</td> </tr> <tr> <td>03</td> <td>\$ 576,631.00</td> </tr> </tbody> </table>						YEAR	TOTAL COSTS	02	\$ 576,631.00	03	\$ 576,631.00
YEAR	TOTAL COSTS										
02	\$ 576,631.00										
03	\$ 576,631.00										
14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)											
a. Amount of Direct Assistance \$ 0.00 b. Less Unawarded Balance of Current Year's Funds \$ 0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$ 0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0.00											
15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$ 0.00											
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program regulation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obligated from the grant payment system.</small>											
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No) PLEASE SEE ATTACHMENT FOR CONDITIONS, TERMS, AND REPORTING REQUIREMENTS. <i>Electronically signed by Dorothy M. Kelley, Grants Management Officer on: 08/01/2007</i>											
17. OBJ. CLASS: 41.45		18. CRS-EIN: 1596000785A1		19. FUTURE RECOMMENDED FUNDING:							
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE						
07-3770791	93.914	H3MHA08466A0	\$ 576,631.00	\$ 0.00	N/A						

NOTICE OF GRANT AWARD (Continuation Sheet)

Page 2	Date Issued: 08/01/2007
Award Number: 1 H3MHA08466-01-00	

### HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NGA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NGA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/webexternal/login.asp> to use the system. Additional help is available online and/or from the HRSA Call Center at 1-877-464-4772.

### Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

#### Program Conditions:

1. **Due Date: Within 90 days of Award Issue Date**  
Within 90 days of Budget Start Date The grantee must submit the FY 2007 Planned Part A Minority AIDS Initiative (MAI) Allocation Table indicating the priority areas established and the dollar amount of FY 2007 MAI funds allocated to each prioritized service category, including eligible Core Medical Services. A format for the table will be sent to all grantees. Use only the categories identified on the Table. The Table must be sent electronically. Part A MAI Planned Allocation Tables will also be due within 90 days of the Budget Start Date for year-two (FY 2008) and year-three (FY 2009).
2. **Due Date: Within 150 days of Award Issue Date**  
The grantee must submit the FY 2007 Final Part A MAI Expenditure Table. A format for the table will be sent to all grantees. The Table must be sent electronically using the prescribed format. Final Part A MAI Expenditure Tables will also be due within 150 days of the Budget End Date for year-two (FY 2008) and year-three (FY 2009).

#### Program Terms:

1. One copy of each Condition must be submitted electronically to the Division of Grants Management Operations (DGMO), using the e-mail address of the Grants Management Specialist listed below, concurrently with an electronic copy submitted to the Division of Service Systems (DSS), using the e-mail message address of the Program Project Officer listed below. Each e-mail submission must contain only one condition. Label each submission, using the Grantee name and the requirement exactly as it is labeled on the Notice of Grant Award, e.g., Atlanta 2007 Part A MAI Planned Allocations Report. Grantee name and Grant number must be included with each submission. Both the original and copy must be submitted on the same date.
2. One copy of each Program Term with a due date must be electronically submitted to the Division of Service System (DSS) using the e-mail message address of the Program Project Officer listed below, except for the final MAI Implementation Plan (5a) listed below, which must be submitted via the Electronic Handbook. Each e-mail submission must contain only one Program Term. Label each submission exactly as it is labeled on the Notice of Grant Award. Grantee name and Grant number must be included with each submission. The original and copy must be submitted on the same date
3. Each Reporting Requirement must be submitted electronically to the Division of Grants Management Operations (DGMO) and the Division of Service Systems (DSS) using the Health Resources and Services Administration (HRSA) Electronic Handbook (EHB) web portal. Each reporting Requirement submission must follow the instructions provided on the EHB website and/or in the Part A MAI Reporting Instructions provided to grantees under separate cover.
4. Please be advised that your Project Officer listed below will contact you directly through an email, stating the required program submissions. Failure to respond to the Project Officer's requests for additional information may result in additional conditions and potential restriction of funds being added to a subsequent award. The communication from

NOTICE OF GRANT AWARD (Continuation Sheet)

Page 3	Date Issued: 08/01/2007
Award Number: 1 H3MHA08466-01-00	

the Project Officer will cover the following:

- a. The grantee must submit a revised FY 2007 SF 424A budget and budget narrative justification for approval that addresses Grantee Administration, Quality Management and MAI services to be provided during the budget period 8/1/2007 – 7/31/2008. All contracts must be listed on the Contractual line on the SF424A, including all contracts for Administration, and Quality Management. Budget narratives must be prepared according to instructions in the 2007 Part A MAI Application Guidance. The SF 424A Budget and Narrative must be sent electronically. Grantee will incur costs at its own risk until this condition is satisfied and removed.
  - b. A revised FY 2007 implementation plan reflecting the award amount must be submitted that addresses service categories and priorities established by the Planning Council (or grantee, in the case of new Transitional Grant Area award recipients), as reflected in your FY 2007 Planned Part A MAI Allocations Table. The MAI Plan must be submitted through the HRSA EHB web portal in accordance with instructions provided separately to all grantees. Use only Part A service categories approved by HRSA for 2007. The MAI Plan must include amounts budgeted for each service directed to each minority population; and for each service, the unduplicated total number of clients expected to be served, the planned numbers of women, infants, children and youth to be served, the planned number of service units to be provided, and planned client-level outcomes.
  - c. For the FY 2007 budget period 8/1/2007 – 7/31/2008, a Contract Review Certification (CRC) for all contracted funds in Administration, Quality Clinical Management, and HIV Services, and a consolidated list of contracts.
5. Foreign travel is not permitted.
  6. The grantee may not use more than ten (10) percent of the FY 2007 MAI grant funds for administration, accounting, reporting, program oversight and planning council activities. Indirect costs are considered administration.
  7. The grantee may not use more than five (5) percent of the FY 2007 MAI grant funds or \$3,000,000, whichever is less, for clinical quality management activities.
  8. The amount available, in the aggregate, for first-line entities to spend on administrative costs is calculated by subtracting the grantee's administrative costs and the grantee's clinical quality management costs from the total MAI grant amount and multiplying the difference by 10 percent.
  9. Refer to Condition 1. Any subsequent revisions to MAI allocations must be submitted to the DGMO along with a letter from the Planning Council Chair(s); or, for Transitional Grant Areas that do not have a Planning Council, signed by the official grantee contact.
  10. In accordance with Program Policy No. 97-03, grant funds may not be used for: 1.) outreach programs, which have HIV prevention education as their purpose exclusively, or 2.) broad-scope awareness activities about HIV services that target the general public (see the HAB website - [www.hab.hrsa.gov](http://www.hab.hrsa.gov) - for information on DSS Program policies).
  11. If the grantee or a contractor uses MAI funds to purchase or reimburse for outpatient drugs, an assessment must be made to determine whether the organization's drug acquisition practices meet Federal requirements regarding cost-effectiveness and reasonableness (see 42 CFR Part 50, Subpart E, and OMB Circulars A-87 and A-122 regarding cost principles). If your organization is eligible to be a covered entity under Section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs (as defined in that section), failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset.

**Standard Terms:**

1. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at [ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf](http://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf) and it is anticipated that Part IV, HRSA program-specific guidance will be available at the website in the near future. In addition, HRSA-specific contacts will be appended to Part III of the GPS which identifies Department-wide points of contact.

Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect. Once available, Part IV, HRSA program-specific guidance will take precedence over Parts I and II in situations where there are conflicting or otherwise inconsistent policies.

NOTICE OF GRANT AWARD (Continuation Sheet)

Page 4	Date Issued: 08/01/2007
Award Number: 1 H3MHA08466-01-00	

2. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
3. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:

(A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR

(B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item

....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

4. The HHS Appropriations Act requires that to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Grant Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval. For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payment should be directed to: Payment Management, DHHS, P.O. Box 6021, Rockville, MD 20852, <http://www.dpm.psc.gov/> or Telephone Number: 1-877-614-5533.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: [Htips@os.dhhs.gov](mailto:Htips@os.dhhs.gov) or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).

NOTICE OF GRANT AWARD (Continuation Sheet)

Page 5	Date Issued: 08/01/2007
Award Number: 1 H3MHA08466-01-00	

8. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free <http://harvester.census.gov/sac/facconta.htm>
9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/reviseledlep.html>.

**Reporting Requirements:**

1. Due Date: Within 90 days of Budget End Date  
The grantee must submit a Financial Status Report SF-269A/Short Form (<http://www.psc.gov/forms/sf>) within 90 days after the budget period end date. This report should NOT reflect cumulative reporting from budget period to budget period and must be submitted to the HRSA, Division of Grants Management Operations, 5600 Fishers Lane, Room 11A-16, Rockville, MD 20857-0001.
2. Due Date: Within 120 days of Award Issue Date  
H3M - An MAI Annual Report on the use of Part A MAI funds for the budget period 8/1/2007 to 7/31/2008 must be submitted to HRSA via the EHB consistent with HRSA's Part A MAI reporting guidelines.  
An MAI Annual Report will also be due within 120 days of the Budget End Date for year-two (FY 2008) and year-three (FY 2009).
3. Due Date: 03/17/2008  
H3M - Acceptance of this grant award indicates the grantees assurance that it will comply with data requirements of the CADR, and that it will mandate such compliance by each of its MAI contractors and subcontractors. CADRs are due annually on March 15. Acceptance of the CADR report will reside in the CADR system.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

**Contacts:**

**Program Contact:** For assistance on programmatic issues, please contact Yukiko Tani at:  
7A-55  
HRSA/HAB/DSS  
5600 Fishers Lane RM 7A-55  
Rockville, MD 20857-0001  
Phone: (301)443-7061  
Email: ytani@hrsa.gov

**Division of Grants Management Operations:** For assistance on grants administration issues, please contact Janene Dyson at:  
HRSA, OFAM, DGMO, GSF  
5600 Fishers Lane RM 11A-16  
Rockville, MD 20857-0001  
Phone: (301)443-8325  
Email: jdyson@hrsa.gov  
Fax: (301)594-4073

Responses to reporting requirements, conditions, and requests for post award amendments must be mailed to the attention of the Office of Grants Management contact indicated above. All correspondence should include the Federal grant number (item 4 on the award document) and program title (item 8 on the award document). Failure to follow this guidance will result in a delay in responding to your request.

**CONTRACT FOR PROVISION OF RYAN WHITE PART A  
HIV HEALTH SUPPORT SERVICES (MAI)**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2007, 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 not-for-profit corporation, entitled to do business in the State of Florida, whose address is 826 Evernia Street, West Palm Beach, Fl. 33401, and whose tax ID number is 59-3502843.

Whereas, the COUNTY is the recipient and designated GRANTEE ADMINISTRATOR of U.S. Government funds being provided under the " Ryan White HIV/AIDS Treatment Modernization Act "; and

Whereas, the AGENCY has proposed providing certain services for the health and support of persons with HIV Spectrum Disease;

NOW, THEREFORE, 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, within Palm Beach County, services to assist persons with HIV Spectrum Diseases by providing 171 visits of Oral Health Care-\$35,000, all as set forth in the Exhibit "A", Work Plan, attached hereto.

- A. **Oral Health Care** - Each unit is equal to one "patient visit", each unit will be reimbursed at Two Hundred Four Dollars and Sixty Cents (\$204.60) per unit, the total number of reimbursable units is 171 , the total reimbursable Oral Health not-to-exceed amount is \$35,000.

The AGENCY shall coordinate its services with the Palm Beach County Community Services Department (the "DEPARTMENT"), and shall submit all invoices, reports and records to the DEPARTMENT as specifically set forth in the Exhibit "A", Work Plan and Article 9, hereof.

**ARTICLE 2 - REPORTING REQUIREMENTS**

The AGENCY must maintain separate financial records for Ryan White HIV/AIDS Treatment Modernization Act funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Ryan White fund cost allocations are to be completed and posted to the general ledger on a monthly basis.

**ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE**

The COUNTY shall pay to the AGENCY as reimbursement of the AGENCY'S expenses for services rendered, an amount not to exceed Thirty Five Thousand Dollars (\$35,000). The AGENCY will bill the COUNTY on a monthly basis, by the tenth (10th) working day of each month, for services actually performed based on units of service provided. Exhibit "B" is provided as added information and used to support the unit cost. Failure to submit monthly Service Utilization Reimbursement Requests and required reports in a manner deemed correct and acceptable by the COUNTY, by the tenth (10th) working day of each month following the month in which services were delivered shall deem the Service Provider(s) in non-compliance with this covenant and at the option of the COUNTY, the Service Provider will forfeit its claim to any reimbursement for that specific month's reimbursement request or the COUNTY may invoke the termination provision in this contract. Any travel authorized for reimbursement must meet the condition set forth in Section 112.061, Florida Statutes and Palm Beach County PPM #CW-F-009. All Requests for Payment under the terms of this Contract shall include documents acceptable to the Palm Beach County Finance Department. The final invoice under this agreement must be labeled "Final Invoice" and must be received by the COUNTY not later than August 31, 2008.

Invoices received from the AGENCY pursuant to this Contract will be reviewed for authenticity and accuracy and approved by the Community Services Department, to verify that services have been



rendered in conformity with Contract and then will be sent to the Finance Department for payment. Invoices must reference the Document Number under which this Contract was approved. Budget changes within the designated contract can be approved, in writing, by the Director of Community Services Department at his discretion for up to ten percent (10%) of the total contract amount during the contract period. Budget changes in excess of ten percent (10%) of the total contract amount during the contract period must be approved by the Palm Beach County Board of County Commissioners.

**ARTICLE 4 - SCHEDULE**

The AGENCY shall commence services on August 1, 2007 and complete all services on July 31, 2008, unless this agreement has been previously terminated or extended.

**ARTICLE 5 - 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, and received from the United States Government under the Ryan White HIV/AIDS Treatment Modernization Act.

**ARTICLE 6 - INSURANCE**

Prior to execution of this agreement by the COUNTY, the AGENCY shall provide certification evidencing insurance coverages as required here under.

Agency, as a State Agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in Section 768.28, Florida Statutes for its negligent acts or omissions or intentional tortuous acts which result in claims or suits against the AGENCY, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as 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 contract.

**ARTICLE 7 - WARRANTY/PERSONNEL**

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change.

The AGENCY further represents that it has, or will secure at its own expense, 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 8 - 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. Agency will comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive

Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

**ARTICLE 9 - AGENCY'S PROGRAMMATIC AGREEMENTS**

In addition to its other obligations hereunder, the AGENCY agrees:

1. To allow COUNTY through its Community Services Department to monitor AGENCY to assure that its goals and conduct as outlined in the Work Plan, Exhibit "A", are adhered to.
2. To maintain service records reflecting and including client intake, service, treatment plan or agreement and client level data including the following: unduplicated client identifier, sex, age,

race or ethnicity, mode of HIV transmission, indicators of severe need, zip code of residence

3. To allow COUNTY access to Part A chart and service records for the purpose of contract monitoring of AGENCY service goals and other program agreements.
4. To maintain client records containing evidence of financial screening for benefit and entitlement eligibility, including documentation of NO other resources, indicating their qualification for Part A services.
5. To 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.
6. To comply with Federal and County needs assessment and Uniform Reporting System (URS) requirements (basic computer equipment needed).
7. The AGENCY must maintain separate financial records for Ryan White HIV/AIDS Treatment Modernization Act funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs.  
**Ryan White fund cost allocations are to be completed and posted to the general ledger on a monthly basis.**
8. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or are for any reason deemed to have been spent on ineligible expenses.
9. AGENCY must submit any and all reports to the County for each individual service. These reports must include, but are not limited to the following:
  - a. Monthly Women, Infants, Children, Youth (W.I.C.Y.) Report
  - b. Client Satisfaction Survey completed twice a year
  - c. Monthly Report/Request for Reimbursement (monthly)
  - d. Data elements for the Annual CARE Act Data Report (C.A.D.R.)
  - e. Special requirements for information (as required)
  - f. Ryan White Part A monthly general ledger by service category
  - g. Monthly Utilization Report (if awarded funds for Food/Pantry)

All reports are subject to on-site verification and audit of grantee records. Copies of the required forms will be supplied to the AGENCY. Failure to submit completed reports will result in a delay in payment and/or termination of this Contract.

10. AGENCY must comply with Part A, Ryan White HIV/AIDS Treatment Modernization Act and applicable Federal, State and local statutes, as may be amended.  
Including, but not limited to;
  - a. Clients receiving Part A services must provide documentation of HIV Serostatus, consisting of a lab report or physician letter stating the client is HIV Positive.
  - b. If the AGENCY receiving Part A funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving Part A services must conform to statutory limitations. (See Allowable Charges Chart)
  - c. The AGENCY must participate in a community-based continuum of care. A continuum of care is defined as: A comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psycho social service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.
  - d. The AGENCY must comply with the Minimum Eligibility Criteria for Palm Beach County for HIV/AIDS Services as approved by the HIV/AIDS CARE Council. (See Eligibility Criteria Chart)

- e. The AGENCY must comply with the Service Standards of Care, as adopted by the HIV/AIDS CARE Council. (See Attachment)
  - f. The AGENCY must participate in Quality Management activities initiated by the Palm Beach County Department of Community Services and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services (Standards of Care) delivered through Ryan White HIV/AIDS Treatment Modernization Act funding. All agencies are responsible for establishing and maintaining a quality management program that enables the Grantee and HIV CARE Council to monitor disease trends and health status changes for clients living With HIV disease. **Track outcomes for each client by but not limited to: 1. number of clients/patients that access primary medical care and maintain adherence 2. track clients CD4 levels and viral loads according to the Standards of Care while continuing to maintain visits to primary medical care.** All agencies are expected to identify problems in service delivery that impact health-status outcomes at the client and system levels. Corrective actions, if required, should be initiated by the Agency and Coordinated with the Grantee and its Quality Management Program. All agencies and any vendors it enters into an agreement with to provide Ryan White HIV/AIDS Treatment Modernization Act services are expected to participate in quality assurance and evaluation activities.
11. AGENCY agrees that funds received under the agreement shall be utilized where no other financial resources are available.
  12. AGENCY agrees that their Administration cost will not exceed 10% of the contracted amount.
  13. To attend all meetings, which will be scheduled no more than monthly, with COUNTY staff and other funded agencies, to develop their respective programs as well as work to develop a comprehensive approach to HIV/AIDS care.

Funds shall not be used to:

- a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
  - I. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
  - II. By an entity that provides health services on a prepaid basis.
- b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.
- c. Make payments to recipients of services, except in the form of food or vouchers, or for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in grantee and planning council activities.

**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 Item Number 1. above.
4. In the statement specified in Item Number 1. above, 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 of Section 287.087, Florida Statutes.

#### **ARTICLE 11 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 12 - AMENDMENTS TO FUNDING LEVELS**

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

Agency shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in Exhibit C. A 10% increase over the monthly expenditure rate, in accordance with Exhibit C, must be pre-approved by the Grantee. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the Agency shall have expended at a minimum twenty percent (20%) of their service dollars. If the minimum has not been expended ten percent (10%) of the unspent funds allocated for that service period will be forfeited.

At one half of the service period the Agency shall have expended at a minimum forty percent (40%) of their service dollars. If the minimum has not been expended fifty percent (50%) of the unspent funds allocated for that service period will be forfeited.

At three quarters of the service period the Agency shall have expended at a minimum seventy five percent (75%) of their service dollars. If the minimum has not been expended one hundred percent (100%) of the unspent funds allocated for that service period will be forfeited.

Agency may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding level must be approved by the Board of County Commissioners.

#### **ARTICLE 13 - TERMINATION**

This Contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

In the event the grant to the COUNTY under the Ryan White HIV/AIDS Treatment Modernization Act is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the United States Department of Health and Human Services specifies.

#### **ARTICLE 14 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 15 - AMERICANS WITH DISABILITIES (ADA)**

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

#### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Agency 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.

**ARTICLE 17 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under 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 annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Ryan White Part A Program Manager  
Community Services Department  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401

- d. If the AGENCY is a State of Florida Agency an Audit by Auditor General shall satisfy all audit requirements of this contract.

**ARTICLE 18 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant

of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

#### **ARTICLE 19 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Work Plan 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 Agreement (including Exhibits "A" and "B"), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Agreement 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.

#### **ARTICLE 20 - 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:

Edward L. Rich, Director  
Community Services Department  
Palm Beach County  
810 Datura Street Suite 200  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Dr. Jean Malecki, Director  
Palm Beach County Health Department  
826 Evernia Street  
West Palm Beach, Fl. 33401

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 and Comptroller

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Deputy Clerk

BY \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESS:

  
Signature

AGENCY:

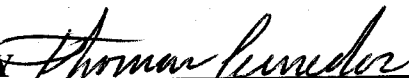
Palm Beach County  
Health Department  
Agency's Name Typed

Joann Grabowski  
Witness Name Typed

*for* Jean M. Malecki, M.D., M.P.H., F.A.C.P.M.  
Agency's Signatory Name Typed

59-3502843  
Agency's Federal ID Number

Director  
Agency's Signatory Title Typed

BY   
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

  
\_\_\_\_\_  
DIRECTOR, Edward L. Rich



**WORKPLAN**

**APPLICANT:** Palm Beach County Health Department – Oral Health Care - MAI

**AREA TO BE SERVED:** County-wide

<u>OBJECTIVE(S)</u>	<u>ACTIVITIES</u>	<u>START DATE</u>	<u>END DATE</u>	<u>NON-DUPLICATING STATEMENT</u>
<p>1. <b>Objective:</b> Identify units of tangible services and # of unduplicated clients to be served. Define a Unit of service.</p> <p>2. <b>Impact Statement:</b> When the objective is accomplished, what impact will it have?</p>	<p>Describe the sequential steps to be taken to accomplish the objective.</p>			<p>Indicate any other program in your agency or other agencies in the community which provides similar services. Explain how you will avoid duplication of services, or why additional units of services are needed.</p>
<p>1. <u>Objective:</u> To provide 171 patient visits for approximately <u>112</u> unduplicated clients. Unit is defined as a patient visit. Unit cost is <b>\$204.60</b>.</p> <p>2. <u>Impact Statement:</u> Improved oral health, general health and better quality of life for HIV infected and AIDS patients.</p>	<p>Maintain facilities, retain staff and facilitate patient access.</p> <p>Patients scheduled by front desk dental receptionist who also tracks patient records, orders supplies and processes dental lab requests. Assists chairside when needed. Provides service reports to Dental Administration Offices for transmittal to grantee.</p> <p>Dental hygienist provides oral hygiene instructions, patient education, cleans teeth and counsels on diet.</p> <p>Dentist provides examinations and treatment as required,</p>	8/1/07	7/31/08	<p>No other agency in the County is providing dental services for the target population group. Grant funds will be used to supplement existing funding to provide services. Services are calculated on a unit cost basis by manpower funded under this grant.</p>

46

-10-

**WORKPLAN**

**APPLICANT:** Palm Beach County Health Department - Dental

**AREA TO BE SERVED:** County-wide

<u>OBJECTIVE(S)</u>	<u>ACTIVITIES</u>	<u>START DATE</u>	<u>END DATE</u>	<u>NON-DUPLICATING STATEMENT</u>
<p>Unit Cost = <u>\$204.60</u>                      Unit of Service = <u>patient visit</u></p>	<p>including fillings, dentures and oral surgical procedures. Seeks consultation from medical providers. Assures labs are up to date before providing treatment. Keeps current with continuing education requirements of Florida Board of Dentistry. Seeks guidance on grant administration and patient management from Dental Director and Assistant Dental Director, as required.</p>			

47

- 11 -

**TOTAL BUDGET BY SERVICE AND CATEGORIES**  
**Ryan White HIV/AIDS Treatment Modernization Act Part A Funding**

Agency Name: Palm Beach County Health Department

Budget Period: August 1, 2007 - July 31, 2008 (MAI)

Category	Service Category					Total
	Oral Health Care (Dental)					
A. Personnel	\$ 17,386					\$ 17,386
B. Fringe Benefits	\$ 5,411					\$ 5,411
C. Travel						\$ -
D. Equipment						\$ -
E. Supplies	\$ 8,339					\$ 8,339
F. Contractual						\$ -
G. Other	\$ 3,864					\$ 3,864
<b>Total</b>	<b>\$ 35,000</b>					<b>\$ 35,000</b>

BUDGET NARRATIVE SUMMARY

Proposed Service: Oral Health Care (Dental) - MAI

Agency Name: Palm Beach County Health Department

Budget Period August 1, 2007 to July 31, 2008

Category	Administration	Program	Total	Cost Per Unit
A. Personnel	\$	\$ 17,386	\$ 17,386	\$101.63
B. Fringe Benefits	\$	\$ 5,411	\$ 5,411	\$31.63
C. Travel	\$	\$ 0	\$ -	\$0.00
D. Equipment	\$	\$	\$	
E. Supplies	\$	\$ 8,339	\$ 8,339	\$48.75
F. Contractual	\$	\$	\$	
G. Other	\$ 3,182	\$ 682	\$ 3,864	\$22.59
<b>Total</b>	<b>\$ 3,182</b>	<b>\$ 31,818</b>	<b>\$ 35,000</b>	<b>\$204.60</b>

49

-13-

**BUDGET NARRATIVE**

**Exhibit "B"**  
**Section \_\_\_\_\_**  
**Page 2 of 6**

Service: Oral Health Care (Dental) - MAI  
 Agency: Palm Beach County Health Department

Budget Period: August 1, 2007 to July 31, 2008

REVENUES	Administration Amount	Program Amount	Total Service Costs
1. Funds from Government Sources (Specify Source of Funds)	3,182	\$31,818	\$35,000
2. Foundations			
3. Other Grants			
4. Fund Raising			
5. Contributions/Legacies/Bequests			
6. Membership Dues			
7. Program Service Fees and Sales to the Public			
8. Investment Income			
9. In Kind			
10. Miscellaneous Revenue			
<b>11. Total Revenue</b>	<b>\$ 3,182</b>	<b>\$ 31,818</b>	<b>35,000</b>

50

-14-

**BUDGET NARRATIVE**

Exhibit "B"

Section \_\_\_\_\_

Page 3 of 6

Service: Oral Health Care (Dental) - MAI

Agency: Palm Beach County Health Department

Budget Period: August 1, 2007 to July 31, 2008

<b>EXPENDITURES</b>	<b>Administration Amount</b>	<b>Program Amount</b>	<b>Total Service Costs</b>
<b>12. Salaries (Must agree with Form C-1)</b>		\$ 17,386	\$ 17,386
<b>13. Employee Benefits</b>			
a. FICA (@7.65% of Salaries)		1,330	1,330
b. FI Unemployment (1% of first \$7,000 regular salary per employee)		22	22
c. Workers' Compensation (@ 1% of regular salaries)		174	174
d. Health Plan (14.52% of regular salary per employee)		2,524	2,524
e. Retirement (@7.83% of regular salaries)		1,361	1,361
<b>14. Sub-Total Employee Benefits</b>		5,411	5,411
<b>15. Sub-Total Salaries &amp; Benefits</b>		22,797	22,797
<b>16. Travel</b>			
a. Travel/Transportation			
b. Conferences/Registration/Travel (One conference/tear per Dentist and Dental Hygienist @ \$1500 per conference.)			0
<b>17. Sub-Total Travel</b>			0

51

-15-

BUDGET NARRATIVE

Exhibit "B"

Section \_\_\_\_\_

Page 4 of 6

Service: Oral Health Care (Dental) - MAI

Agency: Palm Beach County Health Department

Budget Period: August 1, 2007 to July 31, 2008

EXPENDITURES	Administration Amount	Program Amount	Total Service Costs
18. Equipment (Attach a page showing detail description)			
19. Supplies			
a. Office Supplies			
b. Program Supplies (Clinic supplies based on prior year's experience)		8,339	8,339
20. Sub-Total Supplies		8,339	8,339
21. Contractual (Attach sheet showing details is more space needed)			
22. Other			
A. Communications/Utilities			
1. Telephone			
2. Postage & Shipping			
3. Utilities (Power/Water/Gas)		682	682
Sub-Total Communications/Utilities		682	682

52

-16-

BUDGET NARRATIVE

Exhibit "B"  
 Section \_\_\_\_\_  
 Page 5 of 6

Service: Oral Health Care (Dental) - MAI

Agency: Palm Beach County Health Department

Budget Period: August 1, 2007 to July 31, 2008

EXPENDITURES	Administration Amount	Program Amount	Total Service Costs
B. Food Service			
1. Building			
2. Equipment			
Sub-Total Rental			
D. Repair & Maintenance			
1. Building Maintenance			
2. Equipment Maintenance			
Sub-Total Repair & Maintenance			
E. Specific Assistance to Individuals			
F. Dues & Membership			

53

-17-



**BUDGET NARRATIVE**

Exhibit "B"

Section \_\_\_\_\_

Page 6 of 6

Service: Oral Health Care (Dental) - MAI

Agency: Palm Beach County Health Department

Budget Period: August 1, 2007 to July 31, 2008

<b>EXPENDITURES</b>	<b>Administration Amount</b>	<b>Program Amount</b>	<b>Total Service Costs</b>
G. Subscriptions			
H. Training & Development			
I. Printing			
J. Copy Cost			
K. Advertising			
L. Audit Fees			
M. Office Furniture and Equipment (Attach a sheet showing details)			
N. Miscellaneous: For PBCHD Administration, the indirect cost rate (IDC) is approved at 16.16%. HRSA allows an aggregate 10% administrative cost cap. This rate is used to cover PBCHD administrative costs.	3,182		3,182
23. Sub-Total Other	3,182	682	3,864
24. Total Expenditures	\$ 3,182	\$ 31,818	\$ 35,000
25 Total Cost per Unit of Service - 171 (171.065) visits	\$18.60	\$186.00	\$204.60
<b>All Financial Information Rounded to Nearest Dollar</b>			
SCHC-RW8.WK1			

54

-8-

SALARIES PER SERVICE

Exhibit "B"  
Section \_\_\_\_  
Page \_\_\_\_ of \_\_\_\_

Service: Oral Health Care (Dental) - MAI

Agency: Palm Beach County Health Department

Budget Period: August 1, 2007 to July 31, 2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
PERSONNEL	Admin/ Prog	Annual Salary	Pay Per Period	No. of Days	Hrs Per Day	Hourly Rate	Total Salary (5 x 6 x 7)	Percentage Charged	Admin	Program	Total
Positions/Salaries											
Dentist	Prog	\$112,096.96	\$4,278.51	262	8	\$53.48	\$112,096.96	7%		\$7,824	\$7,824
Dental Hygenist	Prog	\$41,920.00	\$1,600.00	262	8	\$20.00	\$41,920.00	7%		\$2,926	\$2,926
Dental Assistant Supervisor	Prog	\$31,178.52	\$1,190.02	262	8	\$14.88	\$31,178.52	7%		\$2,176	\$2,176
Dental Assistant	Prog	\$28,600.71	\$1,091.63	262	8	\$13.65	\$28,600.71	7%		\$1,996	\$1,996
Senior Dentist	Prog	\$125,362.55	\$4,784.83	262	8	\$59.81	\$125,362.55	1%		\$1,755	\$1,755
Admin. Assistant	Prog	\$37,999.17	\$1,450.35	262	8	\$18.13	\$37,999.17	2%		\$709	\$709
All positions are supported to 100% FTE by revenue from various other Palm Beach County Health Department funds derived from fee for service and HMO sources.											
Sub-Total Salaries										\$17,386	\$17,386

-19-

55

C1-RW8

See attached sheet for discussion of this model staffing used to calculate a Unit Cost.

**TOTAL AGENCY BUDGET**

Agency: Palm Beach County Health Department

Agency Budget for Fiscal Year 2006 to 2007

REVENUES	Title A Ryan White MAI	Title A Ryan White Formula	Title A Ryan White Supplemental	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
1. Funds from Govt. Sources				2,194,620	2,379,864	29,829,122		34,403,606
2. Foundations								
3. Other Grants	35,000	1,497,171	678,860	3,721,630			4,062,085	9,994,746
4. Fund Raising								
5. Contributions/ Legacies/Bequests								
6. Membership Dues								
7. Program Svc Fees/ Sales to Public				6,009,804	514,031	3,171,373	7,377,150	17,072,358
8. Investment Income						100,000		
9. In-Kind								
10. Miscellaneous								
<b>11 Total Revenues</b>	<b>35,000</b>	<b>1,497,171</b>	<b>678,860</b>	<b>11,926,054</b>	<b>2,893,895</b>	<b>33,100,495</b>	<b>11,439,235</b>	<b>61,570,710</b>

59

20-

**TOTAL AGENCY BUDGET**

Agency: Palm Beach County Health Department

Agency Budget for Fiscal Year 2006 to 2007

EXPENDITURES	Title A MAI	Title A Formula	Title A Supplemental	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
<b>12. Salaries</b>	17,386	377,514	143,434	7,122,051	1,728,188	19,767,094	6,831,331	35,986,998
List all employee salaries individually								
084874	7,824	55,477	16,815			31,981		112,097
082963	2,926	20,746	6,288			11,960		41,920
082934	2,176	15,430	4,677			8,896		31,179
001973	1,996	14,154	4,290			8,161		28,601
028889	1,755	13,100	3,761			16,924	89,823	125,363
032749	709	5,297	1,520				30,473	37,999
045534		13,001	4,392					
081287			12,133			28,719		46,112
081289			11,272			28,396		44,627
035251			7,718	17,213		19,868		52,161
084277			2,607	33,960				44,285
000442			7,980	35,114				45,791
054387-051896-950310-950013- 950401-950565-068858-068859- 950598		26,992	9,119	19,621				55,732
085866-084277-035251-062160- 045534-051134-081287-003314- 081289		60,320	28,025	23,666	4,437	4,572		121,020
067729-000488-066956-003081- 034270		25,999	12,079	4,274	2,072	5,665	2,072	52,161
043605 043605 051135 053930 054775		11,115	5,053	3,055		1,628	1,449	22,301
066959-058502-036582		16,071	7,467	5,578		3,127		32,243
028853-029037-034281-028872		11,933	5,544		4,030		2,434	23,941
001328		7,209	3,132		39,067		19,534	68,942
086241		9,080	3,945			19,538		32,564
950030		3,264	1,418			42,146		46,829
950445		21,917	9,523					31,440
<b>total</b>	17,386	377,514	143,434			10,480		20,960
								538,334

69

-12-

**TOTAL AGENCY BUDGET**

Agency: Palm Beach County Health Department

Agency Budget for Fiscal Year 2006 to 2007

EXPENDITURES	Title A Ryan White MAI	Title A Ryan White Formula	Title A Ryan White Supplemental	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
<b>13. Employee Benefits:</b>								
a. FICA	1,330	28,880	10,973					
b. FL Unemployment	22	590	231					
c. Workers' Comp.	174	3,483	1,307					
d. Health Plan	2,524	50,572	18,983					
e. Retirement	1,361	27,271	10,237					
<b>14. Sub-Total Employee Benefits</b>	<b>5,411</b>	<b>110,796</b>	<b>41,731</b>	<b>2,142,006</b>	<b>519,764</b>	<b>5,945,088</b>	<b>2,054,569</b>	<b>10,819,366</b>
<b>15. Sub-Total Salaries/Benefits</b>	<b>22,797</b>	<b>488,310</b>	<b>185,165</b>	<b>9,264,057</b>	<b>2,247,953</b>	<b>25,712,182</b>	<b>8,885,900</b>	<b>46,806,364</b>
<b>16. Travel</b>								
a. Travel/Transportation	0	3,084	1,743	88,908	21,574	246,763	85,279	447,351
b. Conferences/ Registration/Travel	0	4,644	1,148	6,116	1,484	16,975	5,866	36,233
<b>17. Sub-Total Travel</b>	<b>0</b>	<b>7,728</b>	<b>2,891</b>	<b>95,024</b>	<b>23,058</b>	<b>263,738</b>	<b>91,145</b>	<b>483,584</b>

61

-22-

**TOTAL AGENCY BUDGET**

Agency: Palm Beach County Health Department

Agency Budget for Fiscal Year 2006 to 2007

EXPENDITURES	Title A Ryan White MAI	Title A Ryan White Formula	Title A Ryan White Supplemental	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
18. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
19. Supplies								
a. Office Supplies	0	8,146	3,136	152,022	36,889	421,935	145,817	767,945
b. Program Supplies	8,339	69,179	20,793	372,615	90,416	1,034,185	357,405	1,952,932
c. Computer Software	0	0	0	58,563	14,211	162,541	56,173	291,487
20. Sub-Total Supplies	8,339	77,325	23,929	583,201	141,515	1,618,660	559,395	3,012,364
21. Contractual	0	67,600	0	919,062	223,013	2,550,836	881,546	4,642,058
22. Other								
A. Communications/Utilities								
1. Telephone	0	12,476	5,422	137,943	33,472	382,858	132,312	704,483
2. Postage & Shipping	0	366	159	34,923	8,474	96,927	33,497	174,346
3. Utilities (Power/Water/Gas)	682	9,688	4,383	186,207	45,184	516,813	178,606	941,563
Sub-Total Communications/Utilities	682	22,530	9,964	359,073	87,130	996,598	344,415	1,820,392

62

-23-

**TOTAL AGENCY BUDGET**

Agency: Palm Beach County Health Department

Agency Budget for Fiscal Year 2006 to 2007

EXPENDITURES	Title A Ryan White MAI	Title A Ryan White Formula	Title A Ryan White Supplemental	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
B. Food Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
C. Rental								
1. Building	0	0	0	197,383	47,896	547,832	189,326	982,436
2. Equipment	0	1,332	579	50,284	12,202	139,563	48,232	252,192
Sub-Total Rental	0	1,332	579	247,667	60,097	687,395	237,558	1,234,628
D. Repair & Maintenance								
1. Building Maintenance	0	102	44	53,159	12,899	147,542	50,989	264,736
2. Equipment Maintenance	0	1,332	579	107,984	26,203	299,708	103,576	539,382
Sub-Total Repair & Maintenance	0	1,434	623	161,143	39,102	447,250	154,566	804,118
E. Specific Assistance to Individuals	0	0	0	105	26	293	101	525
F. Dues & Membership	0	32	14	4,038	980	11,208	3,873	20,146
G. Subscriptions	0	91	39	2,280	553	6,329	2,187	11,480

63

4-

**TOTAL AGENCY BUDGET**

Agency: Palm Beach County Health Department

Agency Budget for Fiscal Year 2006 to 2007

EXPENDITURES	Title A Ryan White MAI	Title A Ryan White Formula	Title A Ryan White Supplemental	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
H. Training & Development	0	0	0	10,889	2,642	30,223	10,445	54,200
I. Printing	0	1,433	622	25,765	6,252	71,511	24,713	130,296
J. Copy Cost	0	1,563	863	62,725	15,220	174,091	60,164	314,626
K. Advertising	-	0	0	6,435	1,561	17,859	6,172	32,027
L. Audit Fees	-	0	0	17,077	4,144	47,398	16,380	85,000
M. Office Furniture and Equipment	-	0	0	156,093	37,876	433,231	149,721	776,921
N. Miscellaneous FL State Indirect Cost	3,182	64,958	21,606					89,746
N. Miscellaneous Lab/Diagnostic Tests	0	762,836	432,565	11,419	2,771	31,693	10,953	1,252,236
<b>23. Sub-Total Other</b>	<b>3,864</b>	<b>856,208</b>	<b>466,875</b>	<b>1,064,710</b>	<b>258,355</b>	<b>2,955,079</b>	<b>1,021,249</b>	<b>6,626,341</b>
<b>24. Total Expenditures</b>	<b>35,000</b>	<b>1,497,171</b>	<b>678,860</b>	<b>11,926,054</b>	<b>2,893,895</b>	<b>33,100,495</b>	<b>11,439,235</b>	<b>61,570,710</b>

TAGCY-RW.WK1

64

-58-



## FORM C-1: TOTAL AGENCY SALARIES

Agency Name: Palm Beach County Health Department

Program: Agency Budget - Oral Health Care (Dental) - MAI

Budget for Fiscal Year 08/01/2007-07/31/2008

PERSONNEL	POS #	ANNUAL SALARY	Title A Ryan White MAI	Title A Ryan White Formula	Title A Ryan White Supplemental	PBC/BCC Tax Dollars	Other Federal	Other State	Other Local	TOTAL
<i>Positions/Salaries</i>										
Dentist	084874	\$112,096.96	\$7,824	\$55,477	\$16,815			\$31,980.96		\$112,097
Dental Hygenist	082963	\$41,920.00	\$2,926	\$20,746	\$6,288			\$11,960.00		\$41,920
Dental Assistant	082934	\$31,178.52	\$2,176	\$15,430	\$4,677			\$8,895.52		\$31,179
Dental Assistant	000986	\$28,600.71	\$1,996	\$14,154	\$4,290			\$8,160.71		\$28,601
Senior Dentist	028889	\$125,362.55	\$1,755	\$13,100	\$3,761			16,923.94	\$89,822.60	\$125,363
Administrative Assistant	032749	\$37,999.17	\$709	\$5,297	\$1,520				\$30,473.17	\$37,999
<b>Sub-Total Salaries</b>		<b>377,157.91</b>	<b>17,386.00</b>	<b>124,204.00</b>	<b>37,351.00</b>	-	-	<b>77,921.13</b>	<b>120,295.77</b>	<b>377,157.91</b>

(Figure should match Form A, Page 2 of 5)

65

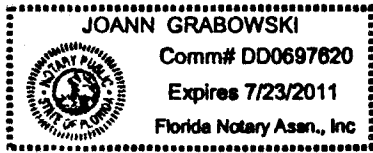
-26-

# CASH FLOW COMMITMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to two (2) months cash expenses.

*Thomas Amador*  
for Jean Marie Malecki, MD, MPH, FACPM  
Authorized Representative

9/5/07  
Date



*Joann Grabowski*  
9/5/07

# ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

9/15/07  
Date

*Thomas Hancock*  
Signature and Title of Authorized Official

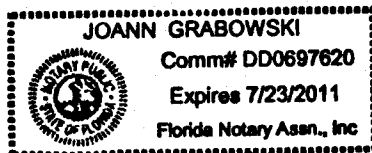
for Jean Marie Malecki, MD, MPH, FACPM  
Name of Applicant or Recipient

P. O. Box 29  
Street

West Palm Beach, FL 33402  
City, State, Zip Code

Mail Form to:  
DHHS/Office for Civil Rights  
Office of Program Operations  
Humphrey Building, Room 509F  
200 Independence Ave., S.W.  
Washington, D.C. 20201

Form HHS-690  
5/97



*Joann Grabowski*  
9/15/07

## CERTIFICATIONS

### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

- point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management  
 Office of Grants Management  
 Office of the Assistant Secretary for Management and Budget  
 Department of Health and Human Services  
 200 Independence Avenue, S.W., Room 517-D  
 Washington, D.C. 20201

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) 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 under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in 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 Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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 Section 1352, 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.

### 4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

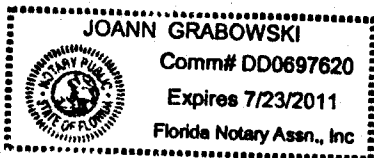
Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.



*Joann Grabowski*  
9/15/07

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Thomas Arvedson</i>		TITLE for Director
APPLICANT ORGANIZATION Palm Beach County Health Department		DATE SUBMITTED 9/15/07

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

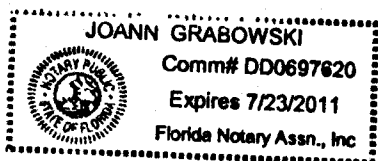
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)  
Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.



*Joann Grabowski*  
9/5/07

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Thomas Linder</i>	TITLE <i>for</i> Director
APPLICANT ORGANIZATION Palm Beach County Health Department	DATE SUBMITTED 9/5/07



**CONTRACT FOR PROVISION OF RYAN WHITE PART A  
HIV HEALTH SUPPORT SERVICES (MAI)**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Comprehensive AIDS Program, Inc. hereinafter, referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 2330 South Congress Avenue, Palm Springs, FL 33406, and whose tax ID number is 59-2582229.

Whereas, the COUNTY is the recipient and designated GRANTEE ADMINISTRATOR of U.S. Government funds being provided under the " Ryan White HIV/AIDS Treatment Modernization Act "; and

Whereas, the AGENCY has proposed providing certain services for the health and support of persons with HIV Spectrum Disease;

NOW, THEREFORE, 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, within Palm Beach County, services to assist persons with HIV Spectrum Diseases by providing 41,664 units of Medical Case Management \$541,631;, all as set forth in the Exhibit "A", Work Plan, attached hereto.

- A. **Medical Case Management (MAI)** – Each unit is equal to “one continuous fifteen minute period”, each unit will be reimbursed at Thirteen Dollars (\$13.00). The total number of reimbursable Medical Case Management units is 41,664. The total reimbursable not-to-exceed amount is \$541,631.

The AGENCY shall coordinate its services with the Palm Beach County Community Services Department (the "DEPARTMENT"), and shall submit all invoices, reports and records to the DEPARTMENT as specifically set forth in the Exhibit "A", Work Plan and Article 9, hereof.

**ARTICLE 2 - REPORTING REQUIREMENTS**

The AGENCY must maintain separate financial records for Ryan White HIV/AIDS Treatment Modernization Act funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Ryan White fund cost allocations are to be completed and posted to the general ledger on a monthly basis.

**ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE**

The COUNTY shall pay to the AGENCY as reimbursement of the AGENCY'S expenses for services rendered, an amount not to exceed Five Hundred Forty One Thousand Six Hundred Thirty One Dollars (\$541,631). The AGENCY will bill the COUNTY on a monthly basis, by the tenth (10th) working day of each month, for Medical Case Management services actually performed based on units of service provided. Exhibit "B" is provided as added information and used to support the unit cost. Failure to submit monthly Service Utilization Reimbursement Requests and required reports in a manner deemed correct and acceptable by the COUNTY, by the tenth (10th) working day of each month following the month in which services were delivered shall deem the Service Provider(s) in non-compliance with this covenant and at the option of the COUNTY, the Service Provider will forfeit its claim to any reimbursement for that specific month's reimbursement request or the COUNTY may invoke the termination provision in this contract. Any travel authorized for reimbursement must meet the condition set forth in Section 112.061, Florida Statutes and Palm Beach County PPM #CW-F-009. All Requests for Payment under the terms of this Contract shall include documents acceptable to the Palm Beach County Finance Department. The final invoice under this agreement must be labeled "Final Invoice" and must be received by the COUNTY not later than August 31, 2008.

Invoices received from the AGENCY pursuant to this Contract will be reviewed for authenticity and accuracy and approved by the Community Services Department, to verify that services have been rendered in conformity with Contract and then will be sent to the Finance Department for payment. Invoices must reference the Document Number under which this Contract was approved. Budget changes within the designated contract can be approved, in writing, by the Director of Community Services Department at his discretion for up to ten percent (10%) of the total contract amount during the contract period. Budget changes in excess of ten percent (10%) of the total contract amount during the contract period must be approved by the Palm Beach County Board of County Commissioners.

#### **ARTICLE 4 - SCHEDULE**

The AGENCY shall commence services on August 1, 2007 and complete all services on July 31, 2008, unless this agreement has been previously terminated or extended.

#### **ARTICLE 5 - 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, and received from the United States Government under the Ryan White HIV/AIDS Treatment Modernization Act.

#### **ARTICLE 6 - INSURANCE**

Prior to execution of this agreement by the COUNTY, the AGENCY must obtain all insurance required under this article and have such insurance approved by the COUNTY'S Risk Management Department.

Unless otherwise specified in this Contract, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as County's review or acceptance of insurance maintained by Agency are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agency under Contract.

- A. Commercial General Liability The AGENCY shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by COUNTY'S Risk Management Department. AGENCY agrees this coverage shall be provided on a primary basis.
- B. Business Automobile Liability The AGENCY shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended to require the AGENCY to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY agrees this coverage shall be proved on a primary basis.
- C. Worker's Compensation & Employer's Liability The AGENCY shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY agrees this coverage shall be provided on a primary basis.
- D. Professional (Errors & Omissions) Liability The AGENCY shall agree to maintain professional Liability, or equivalent Directors & Officers Liability at a limit of liability not less \$500,000 per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statement. AGENCY agrees this coverage shall be provided on a primary basis.
- E. Additional Insured The AGENCY shall agree to endorse the COUNTY as an Additional Insured with CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services". The AGENCY shall agree the Additional Insured endorsement provides coverage on a primary

basis.

- F. Certificate of Insurance The AGENCY shall agree to deliver the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within fifteen (15) calendar Days after receipt of Notification of Intent to Award, but in no event, later than the execution of the Contract by the County. A minimum thirty(30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s). Certificate Holder shall read:

Palm Beach County Board of County Commissioners  
c/o Community Services Department  
810 Datura Street Suite 200  
West Palm Beach, FL 33401  
Attn: Ryan White Program Manger

- G. Right to Review & Adjust The AGENCY shall agree the County, by and through its Risk Management Department, reserves the right to periodically review, modify, reject or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the life of this Contract. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 7 - INDEMNIFICATION**

The AGENCY shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the AGENCY, its agents, servants, or employees in the performance of this Contract.

The AGENCY further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the AGENCY not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable. In particular, AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds which the COUNTY is obligated to refund the Federal Government arising out of the conduct of activities and administration by the AGENCY. The AGENCY also agrees that funds made available pursuant to this Contract shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 8 - WARRANTY/PERSONNEL**

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change.

The AGENCY further represents that it has, or will secure at its own expense, 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 9 - 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. Agency will comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive

Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

#### **ARTICLE 10 - AGENCY'S PROGRAMMATIC AGREEMENTS**

In addition to its other obligations hereunder, the AGENCY agrees:

1. To allow COUNTY through its Community Services Department to monitor AGENCY to assure that its goals and conduct as outlined in the Work Plan, Exhibit "A", are adhered to.
2. To maintain service records reflecting and including client intake, service, treatment plan or agreement and client level data including the following: unduplicated client identifier, sex, age, race or ethnicity, mode of HIV transmission, indicators of severe need, zip code of residence
3. To allow COUNTY access to Part A chart and service records for the purpose of contract monitoring of AGENCY service goals and other program agreements.
4. To maintain client records containing evidence of financial screening for benefit and entitlement eligibility, including documentation of NO other resources, indicating their qualification for Part A services.
5. To 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.
6. To comply with Federal and County needs assessment and Uniform Reporting System (URS) requirements (basic computer equipment needed).
7. The AGENCY must maintain separate financial records for Ryan White HIV/AIDS Treatment Modernization Act funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs.  
**Ryan White fund cost allocations are to be completed and posted to the general ledger on a quarterly basis.**
8. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or are for any reason deemed to have been spent on ineligible expenses.
9. AGENCY must submit any and all reports to the County for each individual service. These reports must include, but are not limited to the following:
  - a. Quarterly Women, Infants, Children, Youth (W.I.C.Y.) Report
  - b. Client Satisfaction Survey completed twice a year
  - c. Monthly Report/Request for Reimbursement (monthly)
  - d. Data elements for the Annual CARE Act Data Report (C.A.D.R.)
  - e. Special requirements for information (as required)
  - f. Ryan White Part A quarterly general ledger by service category
  - g. Monthly Utilization Report (if awarded funds for Food/Pantry)

All reports are subject to on-site verification and audit of grantee records. Copies of the required forms will be supplied to the AGENCY. Failure to submit completed reports will result in a delay in payment and/or termination of this Contract.

10. AGENCY must comply with Part A, Ryan White HIV/AIDS Treatment Modernization Act and applicable Federal, State and local statutes, as may be amended.  
Including, but not limited to;
  - a. Clients receiving Part A services must provide documentation of HIV Serostatus, consisting of a lab report or physician letter stating the client is HIV Positive.
  - b. If the AGENCY receiving Part A funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving Part A services must conform to statutory limitations. (See Allowable Charges Chart)
  - c. The AGENCY must participate in a community-based continuum of care. A continuum of care is defined as: A comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psycho social service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of

care.

- d. The AGENCY must comply with the Minimum Eligibility Criteria for Palm Beach County for HIV/AIDS Services as approved by the HIV/AIDS CARE Council. (See Eligibility Criteria Chart)
  - e. The AGENCY must comply with the Service Standards of Care, as adopted by the HIV/AIDS CARE Council. (See Attachment)
  - f. The AGENCY must participate in Quality Management activities initiated by the Palm Beach County Department of Community Services and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services (Standards of Care) delivered through Ryan White HIV/AIDS Treatment Modernization Act funding. All agencies are responsible for establishing and maintaining a quality management program that enables the Grantee and HIV CARE Council to monitor disease trends and health status changes for clients living With HIV disease. **Track outcomes for each client by but not limited to: 1. number of clients/patients that access primary medical care and maintain adherence after initial contact with case management 2. track clients CD4 levels and viral loads according to the Standards of Care while continuing to maintain visits to primary medical care.** All agencies are expected to identify problems in service delivery that impact health-status outcomes at the client and system levels. Corrective actions, if required, should be initiated by the Agency and Coordinated with the Grantee and its Quality Management Program. All agencies and any vendors it enters into an agreement with to provide Ryan White HIV/AIDS Treatment Modernization Act services are expected to participate in quality assurance and evaluation activities.
11. AGENCY agrees that funds received under the agreement shall be utilized where no other financial resources are available.
  12. AGENCY agrees that their Administration cost will not exceed 10% of the contracted amount.
  13. To submit an Annual Audit by an Independent Certified Public Accountant completed within 180 days after the end of the AGENCY'S fiscal year in accordance with Federal requirements and showing Ryan White Part A funds separately.
  14. To attend all meetings, which will be scheduled no more than monthly, with COUNTY staff and other funded agencies, to develop their respective programs as well as work to develop a comprehensive approach to HIV/AIDS care.

Funds shall not be used to:

- a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
  - I. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
  - II. By an entity that provides health services on a prepaid basis.
- b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.
- c. Make payments to recipients of services, except in the form of food or vouchers, or for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in grantee and planning council activities.

#### **ARTICLE 11 - 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 Item Number 1. above.
4. In the statement specified in Item Number 1. above, 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 of Section 287.087, Florida Statutes.

#### **ARTICLE 12 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 13 - AMENDMENTS TO FUNDING LEVELS**

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

Agency shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in Exhibit C. A 10% increase over the monthly expenditure rate, in accordance with Exhibit C, must be pre-approved by the Grantee. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the Agency shall have expended at a minimum twenty percent (20%) of their service dollars. If the minimum has not been expended ten percent (10%) of the unspent funds allocated for that service period will be forfeited.

At one half of the service period the Agency shall have expended at a minimum forty percent (40%) of their service dollars. If the minimum has not been expended fifty percent (50%) of the unspent funds allocated for that service period will be forfeited.

At three quarters of the service period the Agency shall have expended at a minimum seventy five percent (75%) of their service dollars. If the minimum has not been expended one hundred percent (100%) of the unspent funds allocated for that service period will be forfeited.

Agency may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding level must be approved by the Board of County Commissioners.

#### **ARTICLE 14 - TERMINATION**

This Contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

In the event the grant to the COUNTY under the Ryan White HIV/AIDS Treatment Modernization Act is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the United States Department of Health and Human Services specifies.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - AMERICANS WITH DISABILITIES (ADA)**

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

#### **ARTICLE 17 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Agency 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.

#### **ARTICLE 18 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under 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 annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Ryan White Part A Program Manager  
Community Services Department  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401

- d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within (9) nine months after the end of the AGENCY's fiscal year.

#### **ARTICLE 19 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.



A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

#### **ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Work Plan 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 Agreement (including Exhibits "A" and "B"), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Agreement 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.

#### **ARTICLE 21 - 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:

Edward L. Rich, Director  
Community Services Department  
Palm Beach County  
810 Datura Street Suite 200  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Yollette Bonnet, Executive Director  
Comprehensive AIDS Program, Inc.  
2330 South Congress Avenue  
Palm Springs, FL 33406

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 and Comptroller

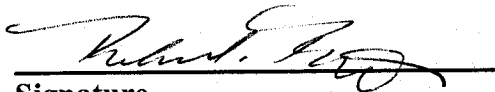
**PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS**

BY \_\_\_\_\_  
Deputy Clerk

BY \_\_\_\_\_  
Addie L. Greene, Chairperson

**WITNESS:**

**AGENCY:**

  
\_\_\_\_\_  
Signature

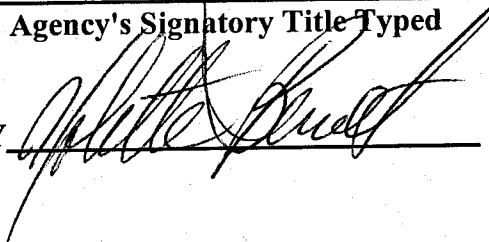
Comprehensive AIDS Program, Inc.  
Agency's Name Typed

Robbin J. Rodriguez  
\_\_\_\_\_  
Witness Name Typed

Yolette Bonnet  
Agency's Signatory Name Typed

59-2582229  
Agency's Federal ID Number

Executive Director  
Agency's Signatory Title Typed

BY   
\_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Director, Edward L. Rich

**WORKPLAN**

APPLICANT: Comprehensive AIDS Program

SERVICE: MAI-Medical Case Management

AREA TO BE SERVED: PALM BEACH COUNTY

<u>OBJECTIVE(S)</u>	<u>ACTIVITIES</u>	<u>START DATE</u>	<u>END DATE</u>	<u>NON-DUPLICATING STATEMENT</u>
<p>1. Objective: Identify units of tangible services and # of unduplicated clients to be served. Define a Unit of Service</p> <p>2. Impact Statement: When the objective is accomplished, what impact will it have?</p>	<p>Describe the sequential steps to be taken to accomplish the objective</p>			<p>Indicate any other program in your agency or other agencies in the community which provides similar services. Explain how you will avoid duplication of services, or why additional units of services are needed.</p>
<p>1. A unit of service is a quarter hour of case management. CAP will provide a total of 41,664 units of medical case management to an estimated 333 clients.</p> <p>2. 333 HIV+ men, women and children will have better health outcomes and longer life as a result of linkage to medical care, treatment education, and other services that support their medical care.</p> <p>3. 333 HIV+ men, women, and children will receive a referral and linkages to a medical provider and essential services support as determined by a careplan.</p> <p>unit=quarter hour Unit cost = \$13.00 per quarter hour 41,664 units of service plus Statewide and countywide trainings at \$260 per day per staff equals 20 units at \$13 per unit per day (other H) plus actual cost of new computer upgrade needs (other M)</p>	<p>1. Upon contractual agreement, CAP will continue to provide medical case management activities to eligible minority clients, according to the State of Florida HIV Case Management standards.</p> <p>2. Each client will receive an Intake Packet, needs assessment, financial assessment, a careplan &amp; appropriate referrals within one (1) week of request. (If there is a wait list, will receive referrals and placed on the list with follow up every 30 days)</p> <p>3. Eighty percent (80%) of clients will comply/follow-up with medical care referrals.</p>	<p>8/1/2007</p>	<p>7/31/2008*</p>	<p>Clients have a choice in which medical case management program they would like to be enrolled. CAP prioritizes services to those who are symptomatic, and diagnosed with AIDS.</p> <p>CAP meets with other providers for referral services, and uses the FACTORS system to prevent duplication of services and enhances overall approach.</p>

\* or Date of Depletion of Funds, whichever comes first

**BUDGET NARRATIVE SUMMARY**

**PROPOSED SERVICE:** MEDICAL CASE MANAGEMENT-MAI

**AGENCY NAME:** Comprehensive AIDS Program

**BUDGET PERIOD:** from 8/1/2007 to 7/31/2008\*

Category	Administration	Program	Total	Cost per Unit
A. Personnel	-	371,412	371,412	8.91
B. Fringe Benefits	-	71,694	71,694	1.72
C. Travel	-	5,136	5,136	0.12
D. Equipment	-	-	-	
E. Supplies	-	6,210	6,210	0.15
F. Contractual	-	1,000	1,000	0.02
G. Other	49,239	36,940	86,179	2.07
<b>Total</b>	<b>49,239</b>	<b>492,392</b>	<b>541,631</b>	<b>13.00</b>

12-

**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT-MAI

**Agency:** Comprehensive AIDS Program **Budget Period:** 8/1/2007 to 7/31/2008\*

<b>REVENUES</b>	<b>Administration Amount</b>	<b>Program Amount</b>	<b>Total Service Costs</b>
1. Funds from Government Sources Ryan White Title I	49,239	492,392	541,631
2. Foundations			-
3. Other Grants	-	-	-
4. Fund Raising			-
5. Contributions/Legacies/Bequests			-
6. Membership dues			-
7. Program Service Fees and Sales to the Public			-
8. Investment Income			-
9. In Kind			-
10. Miscellaneous Revenue			-
11. Total Revenue	49,239	492,392	541,631

-13-

**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT-MAI

**Agency:** Comprehensive AIDS Program

**Budget Period:** 8/1/2007 to 7/31/2008\*

Expenditures	Administration Amount	Program Amount	Total Service Costs
12. Salaries (Must agree with Form C-1)		371,412	371,412
13. Employee Benefits			
a. FICA .0765	-	28,413	28,413
b. FI Unemployment \$7,000 x .04 x FTE	-	899	899
c. Workers' Compensation .02	-	7,428	7,428
d. Health Plan \$575 x 12 per mo per FTE	-	23,812	23,812
e. Retirement .03	-	11,142	11,142
14. Sub-Total Employee Benefits	-	71,694	71,694
15. Sub-Total Salaries & Benefits	-	443,106	443,106
16. Travel			
a. Travel/Transportation	-	3,210	3,210
b. Conference/Registration/Travel	-	1,926	1,926
17. Sub-Total Travel		5,136	5,136

-14-

BUDGET NARRATIVE

Service: MEDICAL CASE MANAGEMENT-MAI

Agency: Comprehensive AIDS Program

Budget Period: 8/1/2007 to 7/31/2008\*

Expenditures	Administration Amount	Program Amount	Total Service Costs
18. Equipment (Attach a page showing detail description)	-		-
19. Supplies			
a. Office Supplies	-	3,210	3,210
b. Program Supplies (actual purchase)		3,000	3,000
20. Sub-Total Supplies	-	6,210	6,210
21. Contractual (Part-time Case Managers @ \$15per hour)		1,000	1,000
22. Other			
a. Communications/Utilities			
1. Telephone	-	2,889	2,889
2. Postage & Shipping	-	482	482
3. Utilities (Power/Water/Gas	-	2,889	2,889
Sub-Total Communications/Utilities	-	6,260	6,260

-5-

BUDGET NARRATIVE

Service: MEDICAL CASE MANAGEMENT-MAI

Agency: Comprehensive AIDS Program

Budget Period: 8/1/2007 to 7/31/2008\*

Expenditures	Administration Amount	Program Amount	Total Service Costs
B. Food Service			
C. Rental			
1. Building	-	14,445	\$14,445
2. Equipment			
Sub-Total Rental		\$14,445	\$14,445
D. Repair & Maintenance			
1. Building Maintenance	-	2,889	\$2,889
2. Equipment Maintenance	-	-	
Sub-Total Repair & Maintenance		\$2,889	\$2,889
E. Specific Assistance to Individuals			
F. Dues & Membership	-	48	\$48

- 16 -



BUDGET NARRATIVE

Service: MEDICAL CASE MANAGEMENT-MAI

Agency: Comprehensive AIDS Program

Budget Period: 8/1/2007 to 7/31/2008\*

Expenditures	Administration Amount	Program Amount	Total Service Costs
G. Subscriptions	-	48	48
H. Training & Development Includes Countywide & Statewide training required for all staff. \$260 per day per staff=20units per day	-	1,669	1,669
I. Printing	-	963	963
J. Copy Cost	-	963	963
K. Advertising/Recruitment/PR	-	803	803
L. Audit Fees	-	-	-
M. Office Furniture and Equipment (needed for computer hardware and software upgrades)	-	5,000	5,000
N. Insurance/General Liability/Malpractice	-	3,852	3,852
N. Administrative expense allowed at 10%	49,239	-	49,239
23. Sub-Total Other	49,239	36,940	86,179
24. Total Expenditures	49,239	492,392	541,631
25a Total Cost per Unit of Service - (must match unit of service cost used in Workplan)	1.18	11.82	13.00
Total Units less statewide trainings and computer upgrades to be reimbursed			41,664

-17-



**TOTAL AGENCY BUDGET****Comprehensive AIDS Program of Palm Beach County, Inc.**

Agency Budget for Fiscal Year

8/1/2007

to

7/31/2008

REVENUES	Ryan White Part A MAI	Ryan White Part A	Ryan White Part B	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
1. Funds from Gov.. Sources	541,631	1,780,827	505,986	188,080	874,292	150,000	463,333	4,504,149
2. Foundations								
3. Other Grants								
4. Fund Raising							150,000	150,000
5. Contributions/ Legacies/Bequests							50,000	50,000
6. Membership Dues								
7. Program Svc Fees/ Sales to Public								
8. Investment Income								
9. In-Kind								
10. Miscellaneous								
<b>11. Total Revenues</b>	<b>541,631</b>	<b>1,780,827</b>	<b>505,986</b>	<b>188,080</b>	<b>874,292</b>	<b>150,000</b>	<b>663,333</b>	<b>4,704,149</b>

-19-

All Financial Information Rounded to Nearest Dollar

**TOTAL AGENCY BUDGET**

**Comprehensive AIDS Program of Palm Beach County, Inc.**

Agency Budget for Fiscal Year

8/1/2007

to

7/31/2008

EXPENDITURES	Ryan White Part A MAI	Ryan White Part A	Ryan White II	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
12. Salaries	371,412	960,282	266,792	79,885	229,062	98,575	225,000	2,231,008
Chief Program Director	31,188	67,624	8,253					
3 Regional Program Managers	68,841	143,793	26,000					
4 Program Supervisors	48,421	130,364	18,500					
4 Program Support Specialists	36,287	93,788	10,500					
40 Case Managers/Techs	186,675	489,889	203,539					
HIV Prevention Manager		2,337						
Treatment Adherence Coordinator		32,487						
	371,412	960,282	266,792	79,885	229,062	98,575	225,000	2,231,008

-20-

all the above figures are calculated on the best estimated allocation as all grants have not been received and updated as of the date of preparation

**TOTAL AGENCY BUDGET**

**Comprehensive AIDS Program of Palm Beach County, Inc.**

Agency Budget for Fiscal Year

8/1/2007

to

7/31/2008

EXPENDITURES	Ryan White Part A MAI	Ryan White Part A	Ryan White II	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
12. Salaries	371,412	960,282	266,792	79,885	229,062	98,575	225,000	2,231,008
13. Employee Benefits								
a. FICA	28,413	73,461	20,410	6,111	17,523	7,541	17,000	170,459
b. FI Unemployment	899	4,159	3,344	630	4,604	1,981	3,000	18,618
c. Workers' Comp	7,428	19,205	5,336	3,195	10,583	4,554	6,000	56,301
d. Health Plan	23,812	92,459	77,887	14,794	40,794	12,612	40,000	302,358
e. Retirement	11,142	28,808	8,004	2,397	6,872	2,957	9,000	69,180
14. Sub-Total Employee Benefits	71,694	218,092	114,981	27,127	80,376	29,646	75,000	616,916
15. Sub-Total Salaries/Benefits	443,106	1,178,374	381,773	107,012	309,438	128,221	300,000	2,847,924
16. Travel								
a. Travel/transportation	3,210	16,860	9,034	4,806	11,400	2,000	12,340	59,650
b. Conferences/ Registration/Travel	1,926	9,816		3,375	9,781		6,400	31,298
17. Sub-Total Travel	5,136	26,676	9,034	8,181	21,181	2,000	18,740	90,948

-21-

All Financial Information Rounded to Nearest Dollar

## TOTAL AGENCY BUDGET

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

8/1/2007

to

7/31/2008

EXPENDITURES	Ryan White Part A MAI	Ryan White Part A	Ryan White II	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
18. Equipment								
19. Supplies								
a. Office Supplies	3,210	15,060		945			10,000	29,215
b. Program Supplies	3,000	11,000		29,642	66,779	1,000	10,322	121,743
c. Computer Software								
20. Sub-Total Supplies	6,210	26,060		30,587	66,779	1,000	20,322	150,958
21. Contractual	1,000	132,381					1,000	134,381
22. Other								
a. Communications/Utilities								
1. Telephone	2,889	12,474					3,000	18,363
2. Postage & Shipping	482	2,079					1,000	3,561
3. Utilities (Power/Water/Gas)	2,889	12,474					6,000	21,363
<b>Sub-Total Communications/Utilities</b>	<b>6,260</b>	<b>27,027</b>					<b>10,000</b>	<b>43,287</b>

All Financial Information Rounded to Nearest Dollar

**TOTAL AGENCY BUDGET**

**Comprehensive AIDS Program of Palm Beach County, Inc.**

Agency Budget for Fiscal Year

8/1/2007

to

7/31/2008

EXPENDITURES	Ryan White Part A MAI	Ryan White Part A	Ryan White II	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
B. Food Service		1,800						1,800
C. Rental								
1. Building	14,445	67,170	69,180	10,800	7,740	11,040	36,200	216,575
2. Equipment					1,200			1,200
Sub-Total Rental	14,445	67,170	69,180	10,800	8,940	11,040	36,200	217,775
D. Repair & Maintenance								
1. Building Maintenance	2,889	12,474					6,000	21,363
2. Equipment Maintenance								
Sub-Total Repair & Maintenance	2,889	12,474					6,000	21,363
E. Specific Assistance to Individuals		101,286			373,500		125,000	599,786
F. Dues & Membership	48	208					100	356
G. Subscriptions	48	408					100	556

All Financial Information Rounded to Nearest Dollar

## TOTAL AGENCY BUDGET

Comprehensive AIDS Program of Palm Beach County, Inc.Agency Budget for Fiscal Year 8/1/2007 to 7/31/2008

EXPENDITURES	Ryan White Part A MAI	Ryan White Part A	Ryan White II	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
H. Training & Development	1,669	7,156		2,000			3,500	14,325
I. Printing	963	5,958		7,902			2,000	16,823
J. Copy Cost	963	4,158					2,000	7,121
K. Advertising	803	3,665			15,000		1,800	21,268
L. Audit Fees								
M. Office Furniture & Equipment	5,000	7,500		4,500			4,000	21,000
N. Insurance	3,852	16,632					8,000	28,484
O. Fundraising							75,000	75,000
P. Vehicle Operation								
Q. Promotional/PR								
R. Fees/taxes/bank fees								
S. Professional Fees								
T. Indirect Costs	49,239	161,894	45,999	17,098	79,454	7,739	49,571	410,994
<b>25. Sub-Total Other</b>	<b>86,179</b>	<b>417,336</b>	<b>115,179</b>	<b>42,300</b>	<b>476,894</b>	<b>18,779</b>	<b>323,271</b>	<b>1,479,938</b>
<b>26. Sub-Total Expenditures</b>	<b>\$541,631</b>	<b>\$1,780,827</b>	<b>\$505,986</b>	<b>\$188,080</b>	<b>\$874,292</b>	<b>\$150,000</b>	<b>\$663,333</b>	<b>\$4,704,149</b>

All Financial Information Rounded to Nearest Dollar

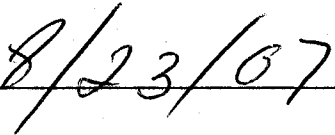
-24-



## CASH FLOW COMMITMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to two (2) months cash expenses.

  
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Date

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

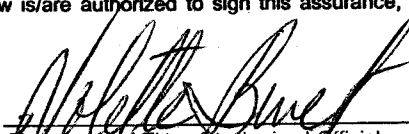
THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

8/23/07  
Date

  
Signature and Title of Authorized Official

Comprehensive AIDS Program of Palm Beach County, Inc.

Name of Applicant or Recipient

2330 South Congress Avenue

Street

Palm Springs, Florida 33406

City, State, Zip Code

Mail Form to:  
DHHS/Office for Civil Rights  
Office of Program Operations  
Humphrey Building, Room 509F  
200 Independence Ave., S.W.  
Washington, D.C. 20201

Form HHS-690  
5/97

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management  
Office of Grants Management  
Office of the Assistant Secretary for Management and Budget  
Department of Health and Human Services  
200 Independence Avenue, S.W., Room 517-D  
Washington, D.C. 20201

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) 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 under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in 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 Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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 Section 1352, 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.

### 4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

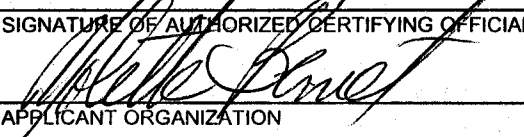
Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE E.D.
APPLICANT ORGANIZATION Comprehensive AIDS Program of Palm Beach County, Inc.	DATE SUBMITTED 8/23/07

## CERTIFICATIONS

### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

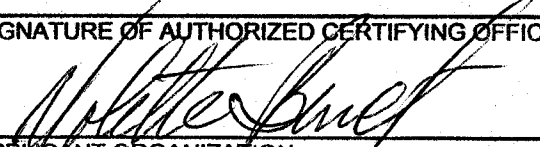
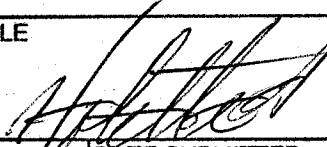
The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE  E.D.
APPLICANT ORGANIZATION Comprehensive AIDS Program of Palm Beach County, Inc.	DATE SUBMITTED 8/23/07

Standard Form 424B (Rev. 7-97) Back

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 03/22/2007
PRODUCER (561)392-8888 FAX (561)750-9134 Burke, Bogart & Brownell, Inc. 181 Crawford Blvd. Boca Raton, FL 33432	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Comprehensive AIDS Program Inc. P. O Box 18887 West Palm Beach, FL 33416	INSURERS AFFORDING COVERAGE	
	INSURER A: Illinois National Ins Co	NAIC #
	INSURER B: Ameritrust Insurance Corp	
	INSURER C:	
	INSURER D:	
		INSURER E:

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	06LX03074742000	11/01/2006	11/01/2007	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	06CA32237672000	11/01/2006	11/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	06UD00347342000	11/01/2006	11/01/2007	EACH OCCURRENCE \$ 1,000,000
	DEDUCTIBLE RETENTION \$				AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0280684	04/01/2007	04/01/2008	WC STATU-TORY LIMITS OTH-ER \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Professional Liability	06LX03074742000	11/01/2006	11/01/2007	Each Occurrence: \$1,000,000 General Aggregate: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*10 days notice of cancellation for nonpayment of premium.  
 Certificate holder is added as Additional Insured to General Liability only.  
 Policy #06LX03074741000/ Illinois National Insurance: Employee Dishonesty applies with \$100,000 Limit and \$1,000 Deductible. Professional Liability includes \$3,000,000 Aggregate, \$1,000,000 Each Occurrence. Same policy # for all coverages.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners Attn: Pat Davis 810 Datura Street Suite 200 West Palm Beach, FL 33401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE Edward Burke/LNC
--	---

ACORD 25 (2001/08)

©ACORD CORPORATION 1988