

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>428,120</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>428,120</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 001 Dept 741 Unit 250/2804 Object Var
 Program Code _____

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

County Funds

C. Departmental Fiscal Review: *REW*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

John Durb 11-8-07
 SS 11/7/07 OFMB *tm* 11/6/07 *cn* 11/5/07

Jim J. Jacola 11/14/07
 Contract Dev. and Control
 6 Jan 11/14/07

B. Legal Sufficiency:

 Assistant County Attorney

*These contracts comply with
 all review requirements.
 The effective dates
 are retroactive -*

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 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 governmental agency of the State of Florida, whose address is **2633 Vista Parkway, West Palm Beach, FL 33411**.

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

ARTICLE 1 - SERVICES TO BE PROVIDED BY THE AGENCY:

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

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

ARTICLE 2 - PAYMENTS TO AGENCY/REIMBURSABLE:

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

ARTICLE 3 - PAYMENT OF INVOICES:

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

an individual or "Cash". In the case of reimbursement for a portion of a salary, as delineated in the Schedule of Payments, the canceled check submitted as invoice must be payable to the referenced individual and memorandum as such on the check.

ARTICLE 4 - AVAILABILITY OF FUNDS:

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

ARTICLE 5 - LIABILITY:

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

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

ARTICLE 6 - WARRANTY/PERSONNEL:

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

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

ARTICLE 7 - NONDISCRIMINATION:

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

ARTICLE 8 - AGENCY'S PROGRAMMATIC AGREEMENTS:

The AGENCY further agrees:

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

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

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

CONTRACTING FOR SERVICES CRITERIA

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

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

ARTICLE 9 - AUDIT REQUIREMENTS

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

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