





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

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2008, 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 41,858 units of Medical Case Management \$565,076, 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 and Fifty-Cents (\$13.50). The total number of reimbursable Medical Case Management units is 41,858. The total reimbursable not-to-exceed amount is \$565,076.

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 Sixty-Five Thousand Seventy-Six Dollars (\$565,076). 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, 2009.

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, 2008 and complete all services on July 31, 2009, 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 Manager

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 Ryan White Data Report (RDR.)
  - 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)
  - h. Agency will determine eligibility for "wait list" clients so that they can schedule medical care appointment.

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 nine (9) months 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

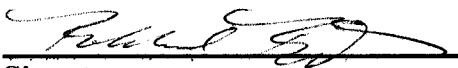
**PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

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

**WITNESS:**

**AGENCY:**

  
\_\_\_\_\_  
Signature

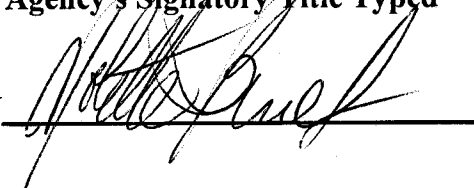
Comprehensive AIDS Program, Inc.  
Agency's Name Typed

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

**APPROVED AS TO TERMS  
AND CONDITIONS**  
  
\_\_\_\_\_  
Director, Edward L. Rich

**PART A  
WORKPLAN**

**APPLICANT: Comprehensive AIDS Program**

**SERVICE: Medical Case Management -MAI**

**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 41,858 units of case management to an estimated 335 minority clients.</p> <p>2. 335 minority HIV+ men, women and children will have better health outcomes and longer life as a result of information; education; and medical &amp; social service support.</p> <p>3. 335 minority HIV+ men, women, and children will receive a referral and linkages to a medical provider and social services support as determined by a careplan.</p> <p>unit=quarter hour Unit cost = \$13.50 per quarter hour 41,858 units of service plus State, county, and CAREware trainings at \$270 per day per staff equals 20 units at \$13.50 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 Ryan White MAI clients, according to the State of Florida HIV Case Management standards.</p>	<p>8/1/2008</p>	<p>7/31/2009*</p>	<p>Clients have a choice in which case management program they would like to be enrolled. Traditionally, CAP serves those clients who are asymptomatic, 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 8/1/2008 to 7/31/2009\*

Category	Administration	Program	Total	Cost per Unit
A. Personnel	-	353,195	353,195	8.44
B. Fringe Benefits	-	86,807	86,807	2.07
C. Travel	-	6,816	6,816	0.16
D. Equipment	-	-	-	
E. Supplies	-	8,408	8,408	0.20
F. Contractual	-	1,500	1,500	0.04
G. Other	51,371	56,980	108,351	2.59
<b>Total</b>	<b>51,371</b>	<b>513,705</b>	<b>565,076</b>	<b>13.50</b>

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**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT - MAI

**Agency:** Comprehensive AIDS Program **Budget Period:** 8/1/2008 to 7/31/2009\*

<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	51,371	513,705	565,076
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	51,371	513,705	565,076

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**BUDGET NARRATIVE**

**Service: MEDICAL CASE MANAGEMENT - MAI**

**Agency: Comprehensive AIDS Program**

**Budget Period: 8/1/2008 to 7/31/2009\***

Expenditures	Administration Amount	Program Amount	Total Service Costs
12. Salaries (Must agree with Form C-1)		353,195	353,195
13. Employee Benefits			
a. FICA .0765	-	27,019	27,019
b. FI Unemployment \$7,000 x .0335 x FTE	-	1,232	1,232
c. Workers' Compensation .02	-	7,064	7,064
d. Health Plan \$650 x 12 per mo per FTE	-	40,895	40,895
e. Retirement .03	-	10,596	10,596
14. Sub-Total Employee Benefits	-	86,807	86,807
15. Sub-Total Salaries & Benefits	-	440,001	440,001
16. Travel			
a. Travel/Transportation	-	5,243	5,243
b. Conference/Registration/Travel	-	1,573	1,573
17. Sub-Total Travel		6,816	6,816

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**BUDGET NARRATIVE**

**Service: MEDICAL CASE MANAGEMENT - MAI**

**Agency: Comprehensive AIDS Program**

**Budget Period: 8/1/2008 to 7/31/2009\***

Expenditures	Administration Amount	Program Amount	Total Service Costs
18. Equipment (Attach a page showing detail description)	-		-
19. Supplies			
a. Office Supplies	-	3,408	3,408
b. Program Supplies (actual purchase)		5,000	5,000
20. Sub-Total Supplies	-	8,408	8,408
21. Contractual (Part-time Case Managers @ \$15per hour x 100 hrs)		1,500	1,500
22. Other			
a. Communications/Utilities			
1. Telephone	-	4,719	4,719
2. Postage & Shipping	-	786	786
3. Utilities (Power/Water/Gas)	-	3,408	3,408
Sub-Total Communications/Utilities	-	8,913	8,913

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**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT - MAI

**Agency:** Comprehensive AIDS Program

**Budget Period:** 8/1/2008 to 7/31/2009\*

Expenditures	Administration Amount	Program Amount	Total Service Costs
B. Food Service			
C. Rental			
1. Building	-	26,215	\$26,215
2. Equipment			
Sub-Total Rental		\$26,215	\$26,215
D. Repair & Maintenance			
1. Building Maintenance	-	3,902	\$3,902
2. Equipment Maintenance	-	-	
Sub-Total Repair & Maintenance		\$3,902	\$3,902
E. Specific Assistance to Individuals			
F. Dues & Membership	-	79	\$79

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**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT - MAI

**Agency:** Comprehensive AIDS Program

**Budget Period:** 8/1/2008 to 7/31/2009\*

Expenditures	Administration Amount	Program Amount	Total Service Costs
G. Subscriptions	-	79	79
H. Training & Development Includes Countywide & Statewide training required for all staff. \$270 per day per staff=20units per day	-	2,831	2,831
I. Printing	-	1,573	1,573
J. Copy Cost	-	1,573	1,573
K. Advertising/Recruitment/PR	-	524	524
L. Audit Fees	-	-	-
M. Office Furniture and Equipment (needed for computer hardware and software upgrades)	-	5,000	5,000
N. Insurance/General Liability/Malpractice	-	6,292	6,292
N. Administrative expense allowed at 10%	51,371	-	51,371
23. Sub-Total Other	51,371	56,980	108,351
24. Total Expenditures	51,371	513,705	565,076
25a Total Cost per Unit of Service - (must match unit of service cost used in Workplan)	1.23	12.27	13.50
Total Units less statewide trainings and computer upgrades to be reimbursed			41,858

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**TOTAL AGENCY BUDGET**

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

Agency Budget for Fiscal Year

3/1/2008

to

2/28/2009

REVENUES	Ryan White FORMULA	Ryan White SUPPLM	Ryan White MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
1. Funds from Gov.. Sources	1,187,878	536,925	565,076	193,722	1,422,278	100,000	463,333	4,469,212
2. Foundations							100,000	100,000
3. Other Grants								
4. Fund Raising							150,000	150,000
5. Contributions/ Legacies/Bequests							60,000	60,000
6. Membership Dues								
7. Program Svc Fees/ Sales to Public								
8. Investment Income							6,000	6,000
9. In-Kind								
10. Miscellaneous								
<b>11. Total Revenues</b>	<b>1,187,878</b>	<b>536,925</b>	<b>565,076</b>	<b>193,722</b>	<b>1,422,278</b>	<b>100,000</b>	<b>779,333</b>	<b>4,785,212</b>

All Financial Information Rounded to Nearest Dollar

**TOTAL AGENCY BUDGET**

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

Agency Budget for Fiscal Year 3/1/2008 to 2/28/2009

EXPENDITURES	Ryan White FORMULA	Ryan White SUPPLM	Ryan White MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
12. Salaries	632,086	254,824	353,194	72,881	489,980	72,999	300,000	2,175,964
Chief Program Officer	26,867	10,730	21,460					
1 Regional Program Managers	39,694	39,695	39,694					
3 Program Supervisors	73,909	25,200	50,540					
4 Program Support Specialists	67,553	14,000	35,000					
18 Case Managers/Techs	392,350	165,199	206,500					
HIV Prevention Manager	2,412							
Treatment Adherence Coordinator	29,301							
	632,086	254,824	353,194	72,881	489,980	72,999	300,000	2,175,964

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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 3/1/2008 to 2/28/2009

EXPENDITURES	Ryan White FORMULA	Ryan White SUPPLM	Ryan White MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
12. Salaries	632,086	254,824	353,194	72,881	489,980	72,999	300,000	2,175,964
13. Employee Benefits								
a. FICA	48,355	19,494	27,019	5,575	37,483	5,584	22,950	166,462
b. FI Unemployment	2,374	1,833	1,232	729	4,900	730	3,000	14,798
c. Workers' Comp	12,641	5,096	7,064	1,458	9,800	1,460	6,000	43,518
d. Health Plan	72,735	56,722	40,895	15,788	125,569	7,947	72,720	392,376
e. Retirement	18,963	7,645	10,596	2,186	14,699	2,190	9,000	65,280
14. Sub-Total Employee Benefits	155,068	90,790	86,806	25,736	192,451	17,911	113,670	682,433
15. Sub-Total Salaries/Benefits	787,154	345,614	440,000	98,617	682,431	90,910	413,670	2,858,397
16. Travel								
a. Travel/transportation	11,023	7,800	5,243	4,272	24,957		11,806	65,101
b. Conferences/ Registration/Travel	5,410	4,680	1,573	3,784	9,049		6,400	30,896
17. Sub-Total Travel	16,433	12,480	6,816	8,056	34,006		18,206	95,997

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All Financial Information Rounded to Nearest Dollar

**TOTAL AGENCY BUDGET**

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

Agency Budget for Fiscal Year

3/1/2008

to

2/28/2009

EXPENDITURES	Ryan White FORMULA	Ryan White SUPPLM	Ryan White MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
18. Equipment								
19. Supplies								
a. Office Supplies	9,016	7,800	3,408	1,000			10,000	31,224
b. Program Supplies	8,875	4,000	5,000	32,750	70,943		8,100	129,668
c. Computer Software								
20. Sub-Total Supplies	17,891	11,800	8,408	33,750	70,943		18,100	160,892
21. Contractual	115,388	21,267	1,500	14,560	8,400			161,115
22. Other								
a. Communications/Utilities								
1. Telephone	8,114	7,020	4,719				3,000	22,853
2. Postage & Shipping	1,352	1,170	786	1,200			1,000	5,508
3. Utilities (Power/Water/Gas)	8,115	7,020	3,408				6,000	24,543
Sub-Total Communications/Utilities	17,581	15,210	8,913	1,200			10,000	52,904

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All Financial Information Rounded to Nearest Dollar



## TOTAL AGENCY BUDGET

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2008

to

2/28/2009

EXPENDITURES	Ryan White FORMULA	Ryan White SUPPLM	Ryan White MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
B. Food Service								
C. Rental								
1. Building	45,080	40,019	26,215	7,740	76,920		36,360	232,334
2. Equipment					2,000			2,000
Sub-Total Rental	45,080	40,019	26,215	7,740	78,920		36,360	234,334
D. Repair & Maintenance								
1. Building Maintenance	8,114	7,020	3,902				6,000	25,036
2. Equipment Maintenance								
Sub-Total Repair & Maintenance	8,114	7,020	3,902				6,000	25,036
E. Specific Assistance to Individuals	44,121	10,424			416,023		125,000	595,568
F. Dues & Membership	135	117	79				100	431
G. Subscriptions	135	117	79				100	431

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All Financial Information Rounded to Nearest Dollar

## TOTAL AGENCY BUDGET

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2008

to

2/28/2009

EXPENDITURES	Ryan White FORMULA	Ryan White SUPPLM	Ryan White MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
H. Training & Development	4,688	4,056	2,831	953			3,500	16,028
I. Printing	2,705	2,340	1,573	5,097			2,000	13,715
J. Copy Cost	2,705	2,340	1,573				2,000	8,618
K. Advertising	2,237	1,952	524		10,000		1,800	16,513
L. Audit Fees								
M. Office Furniture & Equipment	4,700	4,000	5,000	3,000			4,000	20,700
N. Insurance	10,822	9,360	6,292				12,000	38,474
O. Fundraising							76,926	76,926
P. Vehicle Operation								
Q. Promotional/PR								
R. Fees/taxes/bank fees								
S. Professional Fees								
T. Indirect Costs	107,989	48,809	51,371	20,749	121,555	9,090	49,571	409,134
25. Sub-Total Other	251,012	145,764	108,352	38,739	626,498	9,090	329,357	1,508,812
26. Sub-Total Expenditures	\$1,187,878	\$536,925	\$565,076	\$193,722	\$1,422,278	\$100,000	\$779,333	\$4,785,213

All Financial Information Rounded to Nearest Dollar

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## 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.



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Authorized Representative

July 31, 2008

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Date

## 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION	Executive Director	DATE SUBMITTED
Comprehensive AIDS Program of Palm Beach County, Inc.		07/31/2008

## 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:

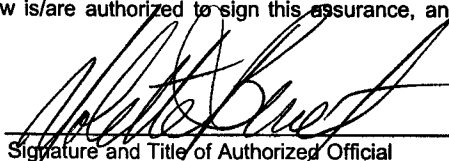
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United 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.

July 31, 2008

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

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**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.**

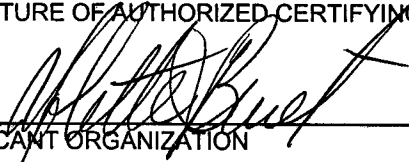
**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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.



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 Executive Director
APPLICANT ORGANIZATION Comprehensive AIDS Program of Palm Beach County, Inc.	DATE SUBMITTED July 31, 2008