

Meeting Date: September 23, 2008	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Submitted For: Community Services Department

Recommended by: _____
Department Director
Date

Approved By: _____
Assistant County Administrator
Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget: Yes ____ No ____
Budget Account No.: Fund _____ Dept _____ Unit _____ Obj. _____ Var. _____
Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: No funds required.

Departmental Fiscal Review: ABZ

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments: There is no fiscal impact associated with this agenda item.

Atwillhite 9.9.08 Am J. Jacob 9/12/08
OFMB 28 VO Contract Administration
9/2/08 9/05/08 6/26/08 9/12/08

B. Legal Sufficiency:

This Contract complies with our
contract review requirements.

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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



ACCESS Florida Community Network Agreement

Palm Beach County Community Services located at, 810 Datura Street, WPB, FL 33401

agrees to serve as an access point for applicants and recipients of ACCESS Florida services. For purposes of this agreement ACCESS Florida services are Food Stamps, Temporary Cash Assistance, Refugee Assistance, and Medicaid programs administered by the Department of Children and Families.

As a member of the ACCESS Florida Community Network our organization will be available to: ☒ serve our current client population, ☐ serve the general public in our community.

Our name and street address information as listed above ☐ may or ☒ may not be advertised as an ACCESS Florida Community Network site and listed on the ACCESS Florida public Internet web page at <http://www.dcf.state.fl.us/ess/>.

Our telephone number ☐ may or ☒ may not be included with the advertisement.

Services offered at Our Organization's Site(s):

- ☒ Use of computers to apply for assistance on line
- ☒ Access to telephone to call DCF Customer Call Center/Automated ACCESS Response Unit:
1-866-76ACCES / 1-866-762-2237
- ☒ Application drop off point
- ☒ Use of printers to print application summary from web application
- ☒ Verify or assist in verification of identity of applicant
- ☒ Use of fax machine to fax application and other documents to DCF
- ☒ Use of copy machine to copy application related documents
- ☒ Assist with completing the ACCESS Florida application
- ☒ Assist with completing the ACCESS Florida application process

The access level of our organization is:

- ☒ Platinum - Gold level plus assist with completing the ACCESS Florida Application and providing information to customers on application status, scheduled appointment dates, and any outstanding verifications needed by the department to determine eligibility
- ☐ Gold - Silver level plus use of fax machine to fax DCF application and/or required documentation, use of copier to copy required documentation for DCF, and providing general assistance with explaining the application process
- ☐ Silver - Bronze level plus use of printer(s) to print application summary from web application and verifying applicant's identity
- ☐ Bronze - ACCESS Site plus use of computers with web application, use of telephones to call DCF Customer Call Center/Automated ACCESS Response Unit
- ☐ ACCESS Site - Paper application pick-up point

COMMUNITY PARTNER ASSURANCES

Civil Rights Compliance

The Community Partner shall ensure that all civil rights requirements are met. All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, political beliefs or religion. The nondiscrimination poster, "And Justice for All", is posted on the ACCESS Florida internet page at <http://www.myflorida.com/accessflorida/>.

Confidentiality of Client Information.

Community Partner will only use confidential customer case file information to assist the applicant, the recipient, or Department or their respective duly authorized representatives, with the completion of the application process for ACCESS Florida benefits or services, conducting an investigation into performance of this agreement or the administration of ACCESS Florida programs. Community Partner will only disclose confidential customer case file information to the applicant, the recipient, or Department, or their respective duly authorized representatives only for those purposes set forth in this section. If Community Partner has questions or concerns about safeguarding of confidential case file information or an intended use or disclosure of such information, Community Partner must contact the appropriate local DCF office Contact Person, or their designee. Community Partner agrees not to implement an intended use or disclosure unless approved by DCF. Community Partner agrees to notify the appropriate local DCF contact person within 48 hours of the receipt of verbal or written requests for case file information. No information obtained from a customer's records may be shared with individuals or organizations. All such requests should be referred to DCF for review and action.

Health Insurance Portability and Accountability Act

Where applicable, community partners agree to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Training

The Community Partner shall participate in training provided by Department in the following areas: (1) the use or disclosure of confidential case file information, including information governed by the Health Insurance Portability and Accountability Act of 1996 and its implementing federal regulations; (2) the availability of public assistance benefits and services administered by Department; (3) the application process for public assistance programs; (4) Department's ACCESS Florida initiative and Community Partner's role in the initiative, and (5) for Platinum Level Community Partners only, Department's Security Awareness training.

ADDITIONAL ASSURANCES FOR PLATINUM LEVEL PARTNERS

A Platinum Level Community Partner shall perform the following:

- Assist customers to understand what verifications are outstanding and necessary in order for Department to determine eligibility for the Medicaid, Food Stamp or Temporary Cash Assistance programs.
- Assist customers with verifying case status and eligibility information.
- Assist customers with understanding the availability of public assistance benefits and services administered by Department
- Ascertain the status of a customer's Medicaid coverage.
- Notify Department if Partner has case information in its possession, custody, or control concerning a customer that is inconsistent with Department's information.

Prior to viewing customer case file information, a Platinum Partner will obtain written consent or authorization from the applicant or recipient authorizing Department to share confidential public assistance case file information related to eligibility determination with the Platinum Level Community Partner organization. The consent or authorization must be available to Department or its designated

representatives, as necessary, during normal business hours for review and comparison against inquiries made on the ACCESS system for a period of three years from the date such consent or authorization is received from the applicant, recipient, or authorized household representative.

Community Partners must complete and submit all designated security forms for each individual allowed access to confidential customer case file information as required by Department. Community Partner must notify Department's liaison of termination of any Community Partner employees that have or had access to confidential customer case file information.

Information Security Obligations

The Partner shall be held responsible for information security, especially involving the access, transport or storing of sensitive and confidential information. Fulfillment of security responsibilities shall be mandatory and violations may be cause for action, up to and including civil penalties or criminal penalties under chapters 119, 812, 815, 817, 839, or 877, Florida Statutes, or similar laws.

Client Risk Prevention and Incident Reporting

The Community Partner must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). This requirement is binding upon Community Partner and its officers, agents, and employees, as required by chapters 39 and 415, Florida Statutes.

DEPARTMENT ASSURANCES

Training

Department will offer training to Community Partner in the following areas: (1) the use or disclosure of confidential customer case file information, including information governed by the Health Insurance Portability and Accountability Act of 1996 and its implementing federal regulations; (2) an overview of the available public assistance benefits and services offered by Department; (3) the application process for public assistance programs; (4) Department's ACCESS Florida initiative and Community Partner's role in the initiative; and (5)) for Platinum Level Community Partners only, training in the use of the confidential customer information through the ACCESS system and the information contained therein: and (6) Annual Security Awareness Training.

Supplies and Materials

Department will supply and replenish paper applications and public assistance programs literature as needed at no cost to Community Partner. But, Community Partner must notify Department of the need for additional literature in a timely manner based on its local demand levels.

Eligibility Determination

Department will complete the eligibility determination process on completed applications received from Community Partner site(s), including timely notifying applicants of the eligibility decision, the availability of hearing rights, and how fair hearings may be requested.

For Platinum Level Community Partners

Department will provide limited access to confidential customer case file information. This access will be granted solely to assist the Community Partner in their limited role of assisting with the administration of ACCESS Florida services. The department will monitor Community Partner's compliance with the terms and conditions of customer consent or authorization relating to information concerning applicant and recipient households and assistance groups. Monitoring will occur using on-site visits, computerized surveillance, desk reviews and by other means deemed necessary by Department.

MUTUAL AGREEMENT

Start Date and End Date

This agreement shall begin on 9-1-08, or on the date on which it is signed by the last party required to sign it, whichever is latest. It shall end at midnight, local time in (location), Florida, on N/A.

Termination

1. This agreement can be terminated by either party without cause upon no less than 30 calendar days notice in writing to the other party, unless an earlier time is mutually agreed upon in writing.
2. This agreement may be terminated for Community Partner's non-performance upon no less than 24 hours notice in writing by Department. Department may exercise the provisions of Rule 60A-1.006(3), Florida Administrative Code, if this agreement is terminated for nonperformance. Waiver of any breach of this agreement shall not be deemed a waiver of any other breach and shall not be construed to be a modification of this agreement. Department may exercise all other rights and remedies at law or in equity to redress a breach of this agreement.
3. Community Partner's failure to perform any obligation required by this agreement in a manner satisfactory to Department will be sufficient cause to terminate this agreement. To be terminated as a partner under this subparagraph, Community Partner must have: (1) previously failed to satisfactorily perform in a contract with Department, been notified by Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to Department's satisfaction; or (2) had a contract terminated by Department for cause.

The contact person, or their designee, shall be responsible for informing the appropriate local Department of Children and Families office of performance concerns of which the Community Partner becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner the appropriate local Department of Children and Families office with original or copies of documentation required by this agreement, and for being available to Department for consultation and assistance, as requested by Department or as agreed by Community Partner, during Community Partner's normal business hours and days of operation.

1. Community Partner's name, as shown on page 1, mailing address and telephone number is:

PBC Community Services
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4746

2. The name, address, and telephone number of Department's contact person is:

Kathie Beeson
111 S. Sapodilla Avenue
West Palm Beach, FL 33401
(561) 837-5660

Department's contact person will be available to assist Community Partner in its performance of this agreement on an "as needed" basis during Department's normal business hours and days of operation. All contact with Department by the Community Partner must be through Department's local contact person.

By signing this agreement, I represent to the other party that I have the legal authority to sign this agreement. Further, by signing this agreement, I acknowledge, agree, and represent to the other party that I have the legal authority to bind my agency, business, or legal entity, including its officers, boards, employees, staff, to perform the duties, responsibilities, and other obligations set forth in this agreement and any attachment thereto.

PROVIDER: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida

DEPARTMENT OF CHILDREN &
FAMILIES

SIGNED

BY: _____
Addie L. Greene, Chairperson

SIGNED

BY: Stephen A. Faroni
Perry Borman, Circuit 15 Administrator

DATE: _____

NAME: STEPHEN FARONI

TITLE: OPERATIONS MANAGER

SHARON R. BOCK, Clerk and Comptroller

DATE: AUGUST 15, 2008

BY: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney

Approved as to terms and conditions

[Signature]
Department Director