

II. FISCAL ANALYSIS IMPACT

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	_____	_____	_____	_____	_____
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 X
 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: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p><u><i>Phillips</i></u> 12-15-08 OFMB <i>[Handwritten initials]</i> 12/12 <i>[Handwritten initials]</i> 12/11/08</p>	<p><u><i>Am. J. Jacobs</i></u> 12/15/08 Contract Administration <i>[Handwritten initials]</i> 12/15/08 This Contract complies with our contract review requirements.</p>
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B. Legal Sufficiency:

[Signature] 12/16/08
 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 ACCESS¹ 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 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/>.

Yes No If access to the Customer Look-up system is desired, we request the partner is listed on the ACCESS Community Network site.

Our telephone number may be included with this advertisement.

Yes No Phone Number: _____

All ACCESS Community Network Partners will display ACCESS signage, required informational posters and ACCESS brochures to support customer education and support and will notify the Department of any established partner site closures.

The access level of our organization is:

Choose one:

- Self-Service Site
- Assisted Service Site
- Information Site

Service Type: _____

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

- Provide informational handouts
- Provide paper applications as requested by customers
- Provide access to telephone to call DCF Customer Call Center/Automated ACCESS Response Unit: 1-866-76ACCES / 1-866-762-2237
- Provide computer to apply for assistance on-line
- Provide printer for ACCESS documents
- Provide fax machine to fax application and other documents to DCF
- Provide copy machine to copy application related documents
- Provide ability to explain application process
- Provide assistance to customers to submit their application, verification information and/or documentation
- Provide ability to assist customers to complete the ACCESS Florida Application
- Provide case status information and outstanding information needed to determine eligibility.

¹ Automated Community Connection to Economic Self-Sufficiency

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/>. If this web page is not accessible to customers, the "And Justice for All" poster shall be posted in a lobby area for customers to read.

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).

Brochures, ACCESS Materials and Signage

Community Partner shall ensure that customers are aware that they are an ACCESS Partner by displaying an ACCESS Sign in their store front window or other appropriate area as agreed upon between the Department and the Community Partner. Brochures, paper applications and other informational ACCESS materials shall be made available to customers.

Training and Site Visits

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 those partners using the Customer Look-up System only, Department's Security Awareness training. The Community Partner agrees to on-site visits as established by the Department.

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.

ADDITIONAL ASSURANCES FOR PARTNERS UTILIZING THE CUSTOMER LOOK-UP SYSTEM

There is a Level of Community Partnership that allows limited access to customer information to certain personnel who are actively participating in assisting the customer in establishing eligibility for ACCESS programs. Partners designated at this level shall perform the following:

- Assist customers in completing the web application as requested. Partners that assist the customer completing screens on the web application shall have the customer submit the electronic application themselves unless the Community Partner is acting as the authorized representative and has all required documentation verifying their designation as the authorized representative.
- 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
- Notify Department if Partner has case information in its possession, custody, or control concerning a customer that is inconsistent with Department's information.
- Follow Department policies regarding obtaining information not available on the Customer Look-Up system

Prior to viewing customer case file information, a Partner using the Customer Look-up System 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 Community Partner organization. The consent or authorization shall comply with Department policies and 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.

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 a Partner using the Customer Look-up System 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 ACCESS signage, paper applications and public assistance programs literature as needed at no cost to Community Partner. 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 Partner using the Customer Look-up System

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 _____, 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.

This agreement will remain in effect unless terminated by either party with proper notice.

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, telephone number and e-mail address is:

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

2. The name, address, telephone number and e-mail address of Department of Children and Families ACCESS Program contact person is:

Kathie Beeson
Community Partner Liaison
111 S. Sapodilla Ave., Rm 317-H
West Palm Beach, FL 33401
561 837-5660
Kathie.Beeson@dcf.state.fl.us

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: _____
Chairman, John F. Koons

SIGNED
BY: Stephen A. Fardol
Perry Borman, Circuit 15 Administrator

DATE: _____

NAME: STEPHEN A. FARDOL

TITLE: DISTRICT OPERATIONS MGR

SHARON R. BOCK, Clerk and Comptroller

DATE: 12/14/05

BY: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions
[Signature]
Department Director

**ACCESS Florida Community Network Agreement
Attachment 1 for Additional Sites**

Site Name	Address	Publish	Phone	Publish	Level
West County Senior Center	2916 State Road #15 Belle Glade, FL 33430	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(561) 996-4807	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mid County Senior Center	3680 Lake Worth Road Lake Worth, FL 33461	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(561) 357-7100	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
North County Senior Center	5217 Northlake Blvd, Palm Beach Gardens, FL 33418	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(561) 694-5435	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
North Area Office North side of Forest Hill Blvd to Martin County Line	1440 Martin L. King Blvd Riviera Beach, FL 33404	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(561) 845-4644	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
South Area Office South Side of Forest Hill Blvd to Broward County Line	225 S.. Congress Avenue Delray Beach, FL 33444	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(561) 274-3130	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
West Area Office 20 mile bend west covering Belle Glade/Pahokke/South Bay	38754 State Rd. 80 Belle Glade, FL 33430	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(561) 996-1630	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Referral Address for Assisted Living Facility Program	1150 45th Street West Palm Beach, FL 33407	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(561) 514-5400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Referral Address for Assisted Living Facility Program	1250 Southwinds Drive Lantana, FL 33462	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(561) 547-6836	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

◆ Use this attachment when you are executing an agreement with a Community Network participant that has agreed to enroll multiple sites of his or her organization within your district or region.