

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: June 8, 2010

Consent

Regular

Workshop

Public Hearing

Department

Submitted By: Community Services

Submitted For: Ryan White Part A

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: contract with Comprehensive AIDS Program, Inc. for the period March 1, 2010, through February 28, 2011, totaling \$526,240 for Ryan White Part A Treatment Extension Act of 2009 HIV Emergency Relief Minority AIDS Initiative (MAI) funds:

**Summary:** A Notice of Grant Award from the Department of Health and Human Services Health Resources and Services Administration (HRSA) was received on March 5, 2010, that conveys an award for Minority AIDS Initiative (MAI) funds for the contract period March 1, 2010, through February 28, 2011. The Grantee, Palm Beach County, is responsible for selecting and contracting with service providers that meet the criteria for the Minority AIDS Initiative. The funding is for the provision of medical case management services. The agency listed was selected through the Request For Proposal (RFP) process and has been recommended to receive MAI funding.

These are Federal funds that require no County match. (Ryan White) Countywide (TKF)

**Background and Justification:** Under the new Ryan White Part A Treatment Extension Act of 2009, the Palm Beach County HIV CARE Council establishes priority service areas and assigns funding. The Grantee, Palm Beach County, is responsible for the Request For Proposal (RFP), selection and contracting with service provider. The RFP process for this grant cycle has been completed and the Department has selected an agency to receive funding in accordance with the service priorities and funding allocations designated by the Palm Beach County HIV Care Council.

- Attachments:** 1. Contract  
2. Notice of Grant Award

Recommended by: \_\_\_\_\_

Department Director

5/24/10  
Date

Approved by: \_\_\_\_\_

Assistant County Administrator

Date

**II. FISCAL IMPACT ANALYSIS**

**Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Capital Expenditures					
Operating Costs	<u>\$308,535</u>	<u>\$217,705</u>			
External Revenue	<u>(\$308,535)</u>	<u>(\$217,705)</u>			
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u>0*</u> <i>see below</i>	<u>0</u>			
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1010 Dept 142 Unit 1477 Object 8201  
 Program Code 32

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

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

**C. Departmental Fiscal Review:** *Taruna Malhotra*  
5/24

**III. REVIEW COMMENTS**

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

<p><i>[Signature]</i> 5/28/10                  OFMB <i>[initials]</i>                  5/25/10                  5/25/10</p>	<p><i>[Signature]</i> 6/2/10                  Contract Dev. and Control                  E. Peters 5/28/10</p>
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**B. Legal Sufficiency:**


This Contract complies with our contract review requirements.

*[Signature]* 6/3/10  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

<b>1. DATE ISSUED:</b> 03/05/2010		<b>2. PROGRAM CFDA:</b> 93.914		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION   NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title XXVI, Section 2603b Public Health Service Act Section 2603(b), 42 U.S.C 300ff-13(b) FY 2007 Title XXVI of the PHS Act, 42 U.S.C. section 300-ff-11 et seq (as amended), Part A					
<b>3. SUPERCEDES AWARD NOTICE dated:</b> except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.									
<b>4a. AWARD NO.:</b> 2 H89HA00034-17-00		<b>4b. GRANT NO.:</b> H89HA00034	<b>5. FORMER GRANT NO.:</b> BRH890034						
<b>6. PROJECT PERIOD:</b> FROM: 04/04/1994 THROUGH: 02/28/2011									
<b>7. BUDGET PERIOD:</b> FROM: 03/01/2010 THROUGH: 02/28/2011									
<b>8. TITLE OF PROJECT (OR PROGRAM):</b> HIV EMERGENCY RELIEF PROJECT GRANTS									
<b>9. GRANTEE NAME AND ADDRESS:</b> PALM BEACH COUNTY BOARD OF COMMISSIONERS PO BOX 4036 WEST PALM BEACH, FL 33402			<b>10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)</b> Channell Wilkins PALM BEACH COUNTY BOARD OF COMMISSIONERS 810 Datura Street West Palm Beach , FL 33401-5204						
<b>11. APPROVED BUDGET: (Excludes Direct Assistance)</b> <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation			<b>12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE</b>						
a. Salaries and Wages: \$ 0.00 b. Fringe Benefits: \$ 0.00 c. Total Personnel Costs: \$ 0.00 d. Consultant Costs: \$ 0.00 e. Equipment: \$ 0.00 f. Supplies: \$ 0.00 g. Travel: \$ 0.00 h. Construction/Alteration and Renovation: \$ 0.00 i. Other: \$ 0.00 j. Consortium/Contractual Costs: \$ 0.00 k. Trainee Related Expenses: \$ 0.00 l. Trainee Stipends: \$ 0.00 m. Trainee Tuition and Fees: \$ 0.00 n. Trainee Travel: \$ 0.00 o. TOTAL DIRECT COSTS: \$ 7,118,957.00 p. INDIRECT COSTS: (Rate: % of S&W/TADC) \$ 0.00 q. TOTAL APPROVED BUDGET: \$ 7,118,957.00 i. Less Non-Federal Resources: \$ 0.00 ii. Federal Share: \$ 7,118,957.00			a. Authorized Financial Assistance This Period \$ 7,118,957.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$ 0.00 ii. Offset \$ 0.00 c. Unawarded Balance of Current Year's Funds \$ 0.00 d. Less Cumulative Prior Award(s) This Budget Period \$ 0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 7,118,957.00						
<b>13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)</b>									
<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2">Not Applicable</td> </tr> </tbody> </table>						YEAR	TOTAL COSTS	Not Applicable	
YEAR	TOTAL COSTS								
Not Applicable									
<b>14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)</b>									
a. Amount of Direct Assistance \$ 0.00 b. Less Unawarded Balance of Current Year's Funds \$ 0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$ 0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0.00									
<b>15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b> A=Addition B=Deduction C=Cost Sharing or Matching D=Other <span style="float: right;">[A]</span> Estimated Program Income: \$ 0.00									
<b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b> <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>									
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ) Included in this award is \$619,106 specifically for the Minority AIDS Initiative (MAI).									
Electronically signed by Dorothy M. Kelley, Grants Management Officer on: 03/05/2010									
<b>17. OBJ. CLASS:</b> 41.15		<b>18. CRS-EIN:</b> 1596000785A1		<b>19. FUTURE RECOMMENDED FUNDING:</b>					
<b>FY-CAN</b>	<b>CFDA</b>	<b>DOCUMENT NO.</b>	<b>AMT. FIN. ASST.</b>	<b>AMT. DIR. ASST.</b>	<b>SUBPROGRAM CODE</b>				
10-3770721	93.914	H89HA0034V	\$ 6,499,851.00	\$ 0.00	N/A				
10-3770719	93.914	H89HA0034V	\$ 619,106.00	\$ 0.00	N/A				

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

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2010, 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 Extension Act of 2009 "; 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 service as set forth in the Exhibit "A" Work Plan, attached hereto and summarized below:

- A. **Medical Case Management** – Each unit is equal to “one continuous fifteen minute period” each unit will be reimbursed at Seventeen Dollars and Fifty Cents (\$17.50). The total reimbursable Medical Case Management not-to-exceed amount is \$526,240.

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 Extension Act of 2009 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 Twenty-Six Thousand Two Hundred Forty Dollars (\$526,240). 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 billed at unit cost, based on Exhibit "B" which is provided as additional 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 March 31, 2011.

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 March 1, 2010 and complete all services on February 28, 2011, 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 Extension Act of 2009.

**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 provided 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, familial status and gender identity and gender expression . 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 Extension Act of 2009 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. Participation in Client Satisfaction Survey Reporting
  - c. Monthly Report/Request for Reimbursement (monthly)
  - d. Data elements for the Annual Ryan White HIV/AIDS Program Data Report (RDR) due 2/15/11
  - e. Special requirements for information (as required)
  - f. Ryan White Part A quarterly general ledger by service category
  - g. Monthly Utilization Report (if awarded funds for Food/Pantry)

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

10. AGENCY must comply with Part A, Ryan White HIV/AIDS Treatment Extension Act of 2009 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.
  - 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 Extension Act of 2009 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 Extension Act of 2009 services are expected to participate in quality assurance and evaluation activities.
11. AGENCY agrees that funds received under the agreement shall be utilized as the payer of last resort and must be able to provide supporting documentation that all other available funding resources were utilized prior to requesting funds under this Agreement.
  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 Extension Act of 2009 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 Suite 200  
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 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

**ARTICLE 22 - 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:

Ryan White Part A  
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:

Yolette 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

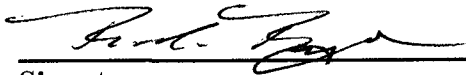
**PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

BY \_\_\_\_\_  
Commissioner Aaronson, Chair

**WITNESS:**

**AGENCY:**

  
\_\_\_\_\_  
Signature

Comprehensive AIDS Program , Inc.  
Agency's Name Typed

Robbin J. Rodriguez

Yolette Bonnet

\_\_\_\_\_  
Witness Name Typed

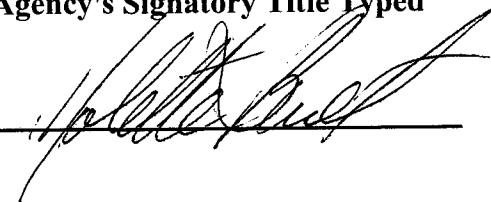
\_\_\_\_\_  
Agency's Signatory Name Typed

59-2582229

\_\_\_\_\_  
Agency's Federal ID Number

Executive Director

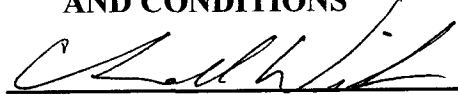
\_\_\_\_\_  
Agency's Signatory Title Typed

BY   
\_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

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

  
\_\_\_\_\_  
Channell Wilkins, Director

**PART A MAI  
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 30,071 units of case management to an estimated 229 minority clients.</p> <p>2. 229 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. 229 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 = \$17.50 per quarter hour 30,071 units of service plus State, county, and CAREware trainings at \$490 per day per staff equals 28 units at \$17.50 per unit per day (other H) plus actual cost of new computer upgrade needs (other M)</p>	<p>1. Upon execution of a contractual agreement, CAP will continue to provide medical case management activities to eligible Ryan White MAI clients, according to the State of Florida Medical Case Management standards. The agency anticipates these services being focused on clients in the western communities (The Glades) and in Delray.</p> <p>2. To assure expenditures of Ryan White formula funds are fully utilized, the agency will begin implementing MAI services in November 2009.</p>	<p>3/1/2010</p>	<p>2/28/2011*</p>	<p>Clients have a choice of case management agencies. CAP is the largest minority case management organization, and serves clients along the HIV disease spectrum.</p> <p>CAP meets with other providers for referral services, and uses the CAREware system to prevent duplication of services .</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 3/1/2010 to 2/28/2011\*

Category	Administration	Program	Total	Cost per Unit
A. Personnel		272,973.00	272,973.00	9.08
B. Fringe Benefits		99,898.59	99,898.59	3.32
C. Travel		11,270.00	11,270.00	0.37
D. Equipment				
E. Supplies		10,732.50	10,732.50	0.36
F. Contractual		3,000.00	3,000.00	0.10
G. Other	47,840.01	80,526.00	128,366.01	4.27
<b>Total</b>	47,840.01	478,400.09	526,240.10	17.50

12

**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT - MAI

**Agency:** Comprehensive AIDS Program

**Budget Period:** 3/1/2010

to

2/28/2011\*

<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	47,840	478,400	526,240
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	47,840	478,400	526,240

13



**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT - MAI

**Agency:** Comprehensive AIDS Program

**Budget Period:** 3/1/2010 to 2/28/2011\*

<b>Expenditures</b>	<b>Administration Amount</b>	<b>Program Amount</b>	<b>Total Service Costs</b>
12. Salaries (Must agree with Form C-1)		272,973	272,973
13. Employee Benefits			
a. FICA .0765	-	20,882	20,882
b. FI Unemployment \$7,000 x .04 x FTE	-	2,254	2,254
c. Workers' Compensation .02	-	5,459	5,459
d. Health Plan \$650 x 12 per mo per FTE	-	63,114	63,114
e. Retirement .03	-	8,189	8,189
14. Sub-Total Employee Benefits	-	99,899	99,899
15. Sub-Total Salaries & Benefits	-	372,872	372,872
16. Travel			
a. Travel/Transportation	-	8,855	8,855
b. Conference/Registration/Travel	-	2,415	2,415
17. Sub-Total Travel		11,270	11,270

14

**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT - MAI

**Agency:** Comprehensive AIDS Program

**Budget Period:** 3/1/2010 to 2/28/2011\*

Expenditures	Administration Amount	Program Amount	Total Service Costs
18. Equipment (Attach a page showing detail description)	-		-
19. Supplies			
a. Office Supplies	-	5,233	5,233
b. Program Supplies (actual purchase)		5,500	5,500
20. Sub-Total Supplies	-	10,733	10,733
21. Contractual (Part-time Case Managers @ \$15per hour)		3,000	3,000
22. Other			
a. Communications/Utilities			
1. Telephone	-	5,233	5,233
2. Postage & Shipping	-	1,208	1,208
3. Utilities (Power/Water/Gas	-	5,233	5,233
Sub-Total Communications/Utilities	-	11,673	11,673

**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT - MAI

**Agency:** Comprehensive AIDS Program

**Budget Period:** 3/1/2010 to 2/28/2011\*

<b>Expenditures</b>	<b>Administration Amount</b>	<b>Program Amount</b>	<b>Total Service Costs</b>
B. Food Service			
C. Rental			
1. Building	-	38,640	\$38,640
2. Equipment			
Sub-Total Rental		\$38,640	\$38,640
D. Repair & Maintenance			
1. Building Maintenance	-	5,233	\$5,233
2. Equipment Maintenance	-	-	
Sub-Total Repair & Maintenance		\$5,233	\$5,233
E. Specific Assistance to Individuals			
F. Dues & Membership	-	121	\$121

10

**BUDGET NARRATIVE**

**Service:** MEDICAL CASE MANAGEMENT - MAI

**Agency:** Comprehensive AIDS Program

**Budget Period:** 3/1/2010 to 2/28/2011\*

Expenditures	Administration Amount	Program Amount	Total Service Costs
G. Subscriptions	-	121	121
H. Training & Development Includes Countywide & Statewide training required for all staff. \$490 per day per staff=28units per day	-	3,945	3,945
I. Printing	-	2,415	2,415
J. Copy Cost	-	2,415	2,415
K. Advertising/Recruitment/PR	-	805	805
L. Audit Fees	-	-	-
M. Office Furniture and Equipment (needed for computer hardware and software upgrades)	-	5,500	5,500
N. Insurance/General Liability/Malpractice	-	9,660	9,660
N. Administrative expense allowed at 10%	47,840	-	47,840
23. Sub-Total Other	47,840	80,526	128,366
24. Total Expenditures	47,840	478,400	526,240
25a Total Cost per Unit of Service - (must match unit of service cost used in Workplan)	1.59	15.91	17.50
Total Units less statewide trainings and computer upgrades to be reimbursed			30,071

17

**SALARIES PER SERVICE**

Service: MEDICAL CASE MANAGEMENT - MAI  
 Agency: Comprehensive AIDS Program  
 Budget Period: 3/1/2010 to 2/28/2011\*

\*Total Salary = No. of days x Hrs per day x Hourly rate

\*\* Requested amount = Total salary x percent funded

(1)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
PERSONNEL	Admin/ Prog	Annual Salary	Pay Per Period	No. Of Days	Hrs. Per Day	Hourly Rate	Total Salary (5x6x7)	Percentage Charged	Admin	Program	Total
Positions/Salaries											
Chief Program Director/CPO	Prog	101,920	3,920	260	8	49.00	101,920	20%		20,384	20,384
1 Program Managers	Prog	50,000	1,923	260	8	24.04	50,000	75%		37,500	37,500
1 Program Supervisors	Prog	38,000	1,462	260	8	18.27	38,000	75%		28,500	28,500
1 Program Specialists	Prog	23,500	904	260	8	11.30	23,500	75%		17,625	17,625
7 Case Managers/Techs	Prog	211,205	8,123	260	8	101.54	211,205	80%		168,964	168,964
Total Personnel (Line Item Budget Line A)		424,625	16,332				424,625			272,973	272,973

FTE Admin

(need to add up)>>>>>>>> FTE Prog 8.05 actual fte's by %

81

**TOTAL AGENCY BUDGET**

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

Agency Budget for Fiscal Year 3/1/2010 to 2/28/2011

REVENUES	RW PART A FORMULA	RW PART A SUPPL	RW PART A MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
1. Funds from Gov.. Sources	1,378,000		526,240.10	186,942	2,143,634	146,000	377,943	4,758,759
2. Foundations								
3. Other Grants								
4. Fund Raising							60,000	60,000
5. Contributions/ Legacies/Bequests							303,000	303,000
6. Membership Dues								
7. Program Svc Fees/ Sales to Public							5,000	5,000
8. Investment Income							2,000	2,000
9. In-Kind								
10. Miscellaneous								
<b>11. Total Revenues</b>	1,378,000		526,240.10	186,942	2,143,634	146,000	747,943	5,128,759

All Financial Information Rounded to Nearest Dollar

19

**TOTAL AGENCY BUDGET**

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

Agency Budget for Fiscal Year 3/1/2010 to 2/28/2011

EXPENDITURES	RW PART A FORMULA	RW PART A SUPPL	RW PART A MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
12. Salaries	574,464		272,973	85,710	775,613	84,665	181,993	1,975,418
Chief Program Director	17,494		20,384					
1 Client Services Managers	29,473		37,500					
4 Program Supervisors	72,248		28,500					
4 Program Support Specialists	48,134		17,625					
43 Case Managers/Techs	398,403		181,125					
HIV Prevention Manager	662							
Treatment Adherence Coordinator	8,050							
	574,464		285,134					

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

20

**TOTAL AGENCY BUDGET**

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

Agency Budget for Fiscal Year

3/1/2010

to

2/28/2011

EXPENDITURES	RW PART A FORMULA	RW PART A SUPPL	RW PART A MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
12. Salaries	574,464		272,973	85,710	775,613	84,665	181,993	1,975,418
13. Employee Benefits								
a. FICA	43,947		20,882	6,557	59,334	6,477	13,922	151,120
b. FI Unemployment	2,954		2,254	343	3,102	339	728	9,720
c. Workers' Comp	11,489		5,459	1,714	15,512	1,693	3,640	39,508
d. Health Plan	151,880		63,114	20,415	192,128	21,961	38,749	488,248
e. Retirement	17,234		8,189	2,571	23,268	2,540	5,460	59,263
14. Sub-Total Employee Benefits	227,504		99,899	31,600	293,345	33,010	62,500	747,858
15. Sub-Total Salaries/Benefits	801,968		372,872	117,310	1,068,958	117,675	244,493	2,723,276
16. Travel								
a. Travel/transportation	22,478		8,855	3,685	35,568	2,000	9,571	82,157
b. Conferences/ Registration/Travel	13,081		2,415	3,000	28,300		5,733	52,529
17. Sub-Total Travel	35,559		11,270	6,685	63,868	2,000	15,304	134,686

All Financial Information Rounded to Nearest Dollar



## TOTAL AGENCY BUDGET

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2010

to

2/28/2011

EXPENDITURES	RW PART A FORMULA	RW PART A SUPPL	RW PART A MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
18. Equipment								
19. Supplies								
a. Office Supplies	22,702		5,233	1,000	455		7,633	37,023
b. Program Supplies	20,725		5,500	23,517	89,074	4,322	5,969	149,107
c. Computer Software								
20. Sub-Total Supplies	43,427		10,733	24,517	89,529	4,322	13,602	186,130
21. Contractual	4,200		3,000	5,500	45,000	8,435	8,945	75,080
22. Other								
a. Communications/Utilities								
1. Telephone	21,802		5,233				8,500	35,535
2. Postage & Shipping	3,115		1,208	1,200			3,833	9,356
3. Utilities (Power/Water/Gas)	21,802		5,233				7,000	34,035
<b>Sub-Total Communications/Utilities</b>	46,719		11,674	1,200			19,333	78,926

All Financial Information Rounded to Nearest Dollar

**TOTAL AGENCY BUDGET**

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

Agency Budget for Fiscal Year

3/1/2010

to

2/28/2011

EXPENDITURES	RW PART A FORMULA	RW PART A SUPPL	RW PART A MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
B. Food Service								
C. Rental								
1. Building	99,571		38,640	7,200	61,700	6,000	230,780	443,891
2. Equipment	175							175
Sub-Total Rental	99,746		38,640	7,200	61,700	6,000	230,780	444,066
D. Repair & Maintenance								
1. Building Maintenance	21,802		5,233				5,000	32,035
2. Equipment Maintenance								
Sub-Total Repair & Maintenance	21,802		5,233				5,000	32,035
E. Specific Assistance to Individuals	111,818				615,209			727,027
F. Dues & Membership	312		121				1,283	1,716
G. Subscriptions	665		121				2,000	2,786

All Financial Information Rounded to Nearest Dollar

## TOTAL AGENCY BUDGET

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2010

to

2/28/2011

EXPENDITURES	RW PART A FORMULA	RW PART A SUPPL	RW PART A MAI	PBC/BCC Tax Dollars	Other * Federal	Other * State	Other * Local	Total
H. Training & Development	14,420		3,945	1,000	1,300		2,917	23,582
I. Printing	8,682		2,415	3,500			1,667	16,264
J. Copy Cost	7,682		2,415				2,000	12,097
K. Advertising	5,399		805				2,000	8,204
L. Audit Fees							24,000	24,000
M. Office Furniture & Equipment	17,625		5,500		3,000		1,667	27,792
N. Insurance	32,704		9,660				61,707	104,071
O. Fundraising							24,000	24,000
P. Vehicle Operation								
Q. Promotional/PR							10,000	10,000
R. Fees/taxes/bank fees							2,000	2,000
S. Professional Fees							40,000	40,000
T. Indirect Costs	125,272		47,836	20,030	195,070	7,568	35,246	431,022
<b>25. Sub-Total Other</b>	<b>492,846</b>		<b>128,365</b>	<b>32,930</b>	<b>876,279</b>	<b>13,568</b>	<b>465,600</b>	<b>2,009,588</b>
<b>26. Sub-Total Expenditures</b>	<b>\$1,378,000</b>		<b>\$526,240</b>	<b>\$186,942</b>	<b>\$2,143,634</b>	<b>\$146,000</b>	<b>\$747,944</b>	<b>\$5,128,759</b>

All Financial Information Rounded to Nearest Dollar

EXHIBIT "C"

Ryan White Part A GY10 Contract Dates, Amounts, Time

Grant Year March 01, 2010 - February 28, 2011

Provider/Service	Contract Dates Begin	End	Total Amount	Service Amount	Total Contr. Days	Avg. Day Exp.	Total Months	Avg. Mo. Exp.
<b>Comprehensive AIDS Program</b>	<b>3/1/10</b>	<b>2/28/11</b>	<b>526,240.00</b>		<b>365</b>	<b>1,441.7534</b>	<b>12</b>	<b>43,853.33</b>
Medical Case Management				243,654.00		667.55		20,304.50

Comprehensive AIDS Program

Medical Case Management	Month	Year	Days	Amount	Percentage	Cummulative
	March	2010	31	44,694.00	8.49%	44,694.00
	April	2010	30	43,253.00	8.22%	87,947.00
	May	2010	31	44,694.00	8.49%	132,641.00
	June	2010	30	43,253.00	8.22%	175,894.00
	July	2010	31	44,694.00	8.49%	220,588.00
	Aug	2010	31	44,694.00	8.49%	265,282.00
	Sept	2010	30	43,253.00	8.22%	308,535.00
	Oct	2010	31	44,694.00	8.49%	353,229.00
	Nov	2010	30	43,253.00	8.22%	396,482.00
	Dec	2010	31	44,694.00	8.49%	441,176.00
	Jan	2011	31	44,694.00	8.49%	485,870.00
	Feb	2011	28	40,370.00	7.69%	526,240.00
				526,240.00	100.00%	

52

## 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**

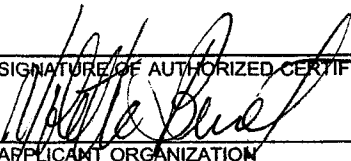
Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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 Executive Director
APPLICANT ORGANIZATION Comprehensive AIDS Program of Palm Beach County, Inc. (CAP)	DATE SUBMITTED 4/13/10

## 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.

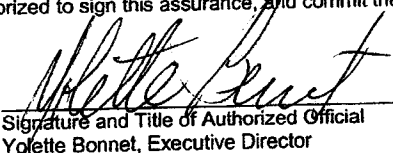
THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

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 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.

4/13/10  
Date

  
Signature and Title of Authorized Official  
Yolette Bonnet, Executive Director

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



**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. (CAP)	DATE SUBMITTED 4/13/10

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/6/2009

PRODUCER (561)392-8888, Fax(561)750-9134  
 Burke, Bogart & Brownell, Inc.  
 181 Crawford Blvd.  
 Boca Raton FL 33432

INSURED DBA: Foundcare  
 Comprehensive AIDS Program Inc.  
 Comprehensive Community Care Network  
 2330 South Congress Ave  
 Palm Springs FL 33406

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois National Insurance	
INSURER B: New Hampshire Insurance Co.	
INSURER C: Ameritrust Insurance Corp	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	06LX0003074746000	11/01/2009	11/01/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> Abuse				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> Employee Benefits				GENERAL AGGREGATE	\$ 3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPI/OP AGG	\$ 3,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	06CA0032237676000	11/01/2009	11/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS / UMBRELLA LIABILITY	06UD0000347346000	11/01/2009	11/01/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC0280684	04/01/2010	04/01/2011	WC STATU-TORY LIMITS	<input checked="" type="checkbox"/> Y <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
		If yes, describe under SPECIAL PROVISIONS below					
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A		OTHER Professional Liability	06LX0003074746000	11/01/2009	11/01/2010	Each Occurrence \$1,000,000 General Aggregate \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PBC Board of Cty Commissioners, a Political Subdivision of the State of Florida, its Officers, Agents & Employees, c/o Dept of Housing & Community Devlpmt are addtl insured for GL coverage on a primary basis Policy #06LX03074741000/ Illinois National Ins: Employee Dishonesty applies \$100,000 Limit and \$1,000 Deductible. Comprehensive Community Care Network, Inc is a Named Insured Same policy # for all coverages. \*10 days notice of cancellation for nonpayment of prem.

CERTIFICATE HOLDER	CANCELLATION
(561) 355-3863 PBC Board of County Commissioners c/o Dept of Housing & Community Devlpmt Attn: Roger Nielsen FAA 810 Datura Street West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Edward Burke/HMT

32

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.