

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010

Consent
 Workshop

Regular
 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 Treasure Coast Health Council, Inc. for the period March 1, 2010, through February 28, 2011, in the amount of \$128,000 for Ryan White Part A Treatment Extension Act of 2009 HIV Emergency Relief Formula funds.

Summary: The Treasure Coast Health Council, Inc. will provide the membership activities pertaining to the support of the Palm Beach County HIV CARE Council for the Department of Community Services/Ryan White. Funding consists of \$128,000 from Ryan White budget funds. The funding is 100% Federal and no County funds are required. (Ryan White) Countywide (TKF)

Background and Justification: The Ryan White Treatment Extension Act of 2009 requires a community advisory board. Our local board is the Palm Beach County HIV CARE Council. The Treasure Coast Health Council, Inc. will provide the following scope of work:

1. Provide administrative support to the Palm Beach County HIV CARE Council in order to meet legislated mandates.
2. Provide the professional support for public outreach events intended to broaden and enhance the general public's knowledge of issues related to living with HIV disease, current treatment practices and or available services within the EMA.
3. Provide Member Orientation and Training.
4. Provide Membership Recruitment and Development.

Attachments:

1. Contract

Recommended by: _____

Department Director

7/27/10
Date

Approved by: _____

Assistant County Administrator

8/10/10
Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	\$106,667	\$21,333			
External Revenue	(\$106,667)	(\$21,333)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0+	see below			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 1010 Dept 142 Unit 1475 Object 3401
Program Code RW16

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: *Tauna Malhotra*
7/26/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 OFMB <i>WA</i> <i>8/3/10</i> <i>8/12/10</i>	 Contract Dev and Control <i>E. Jones 8/4/10</i>
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B. Legal Sufficiency:


Assistant County Attorney *8/9/10*

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

**CONTRACT FOR PROVISION OF RYAN WHITE PART A
HIV HEALTH SUPPORT SERVICES
(Care Council Support- Formula)**

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 Treasure Coast Health Council hereinafter, referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 600 Sand Tree Drive Suite 101, Palm Beach Gardens, FL 33403, and whose tax ID number is 59-2242689.

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 Care Council Support \$128,000 all as set forth in the Exhibit "A" Work Plan, attached hereto.

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 One Hundred Twenty-Eight Thousand Dollars (\$128,000). The AGENCY will bill the COUNTY on a monthly basis, by the tenth (10th) working day of each month, for services performed at actual cost of service provided, based on Exhibit "B" which is provided as additional information. 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 monthly 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. Monthly Women, Infants, Children, Youth (W.I.C.Y.) Report
 - b. Participation in Client Satisfaction Survey
 - 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 monthly 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. (See Attachment)

- f. The AGENCY must participate in Quality Management activities initiated by the Palm Beach County Department of Community Services and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services (Standards of Care) delivered through Ryan White HIV/AIDS Treatment 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 180 days 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 180 days 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:

Robert Bytner, Interim Executive Director
Treasure Coast Health Council
600 Sand Tree Drive Suite 101
Palm Beach Gardens, FL 33403

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:

Patricia Davis
Signature

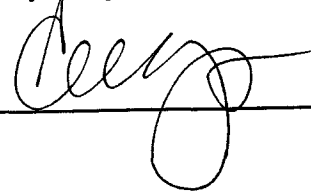
Treasure Coast Health Council
Agency's Name Typed

Patricia Davis
Witness Name Typed

Robert Bytnar
Agency's Signatory Name Typed

59-2242689
Agency's Federal ID Number

Interim Executive Director
Agency's Signatory Title Typed

BY 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

County Attorney

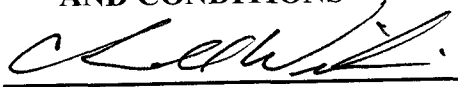

Channell Wilkins, Director

Exhibit A

TCHC's CARE Council Support Work Plan 10/11

<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 will 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</p>
<p>1. Objective:</p> <p>To provide staff assistance to the (up to) 45 member HIV CARE Council and all additional members of the various committees of the CARE Council.</p> <p>Successful completion of the accompanying activities will effect accomplishing the Council's goal to work across all locally available funding streams to collaboratively identify, prioritize and allocate funding for HIV/AIDS Services in Palm Beach County. Successful implementation of CARE Council activities will ensure the community based identification of need, needs based allocation of funding for services and the rapid contracting of identified services.</p>	<p><u>General Activities:</u></p> <p><u>1. Provide administrative support to the Palm Beach County HIV CARE Council in order to meet legislated mandates including:</u></p> <p>A) Provide staff support to officially convened CARE Council Meetings.</p> <p>B) Provide staff support to officially convened CARE Council Membership Committee meetings throughout the year.</p> <p>C) Implement CCS transition plan drafted by the Grantee.</p> <p><u>2. Community Outreach:</u></p> <p>Provide the professional support for public outreach events intended to broaden and enhance the general public's knowledge of issues related to living with HIV disease, current treatment practices and or available</p>	3-1-10	2-28-11	
		3-1-10	2-28-11	

TCHC's CARE Council Support Work Plan 10/11

	<p>services within the EMA.</p> <p><u>3. Member Orientation and Training:</u> Maintain an up-to-date Members Orientation Manual for CARE Council Members as outlined in the 10/11 Training Work Plan.</p> <p>Hold orientation/training meetings in conjunction with the Membership Committee to develop or strengthen members' ability to understand the complex issues the CARE Council must act upon. Continue the Mentor Program for new members to strengthen participation on both the CARE Council and its committees.</p> <p>Assist CARE Council members with participating in additional training programs sponsored by HRSA, relating to enhancing capacity to perform committee and group activities such as developing community plans, coming to group consensus, and maintaining community involvement.</p> <p><u>4. Membership Recruitment and Development</u> Provide professional and administrative support to the Membership Committee to continue</p>	3-1-10	2-28-11	
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TCHC's CARE Council Support Work Plan 10/11

Exhibit A

	<p>and enhance activities which will develop Council Membership utilizing the CARE Council Membership policy as a guide. Increase community wide participation in Council activities through networking, and increasing awareness of the Council's value to Palm Beach County as a whole.</p>	<p>3-1-10</p>	<p>2-28-11</p>	
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BUDGET NARRATIVE SUMMARY

Proposed Service: CARE Council Support (Formula)
Agency Name: Treasure Coast Health Council, Inc.
Budget Period: March 1, 2010 to February 28, 2011

Category	Administration	Program	Total Amount	Cost Per Unit
A. Personnel	8,220	46,086	54,306	
B. Fringe Benefits	2,618	9,826	12,444	
C. Travel	0	3,500	3,500	
D. Equipment	0	0	0	
E. Supplies	0	4,000	4,000	
F. Contractual	1,000	11,300	12,300	
G. Other	862	40,588	41,450	
Total	\$ 12,700	\$ 115,300	\$ 128,000	

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BUDGET NARRATIVE SUMMARY

Proposed Service: CARE Council Support (Formula)
Agency Name: Treasure Coast Health Council, Inc.
Budget Period: March 1, 2010 to February 28, 2011

REVENUES		Administration Amount	Program Amount	Total Service Costs
1	Funds from government Sources (Specify Source of Funds)	12,700	115,300	128,000
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	\$12,700	\$115,300	\$128,000

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BUDGET NARRATIVE SUMMARY

Proposed Service: CARE Council Support (Formula)
Agency Name: Treasure Coast Health Council, Inc.
Budget Period: March 1, 2010 to February 28, 2011

EXPENDITURES		Administration Amount	Program Amount	Total Service Costs
12	Salaries (Must agree with form C-1)	8,220	46,086	54,306
13	Employee Benefits			
a.	FICA	629	3,526	4,155
b.	FI Unemployment	80	229	309
c.	Workers' Compensation	22	125	147
d.	Health Plan	1,800	5,411	7,211
e.	Retirement	87	535	622
14	Sub-Total Employee Benefits	2,618	9,826	12,444
15	Sub-Total Salaries & Benefits	10,838	55,912	66,750
16	Travel			
a.	Travel/local	0	2,000	2,000
b.	Travel/conference (for Rafael Abadia)	0	1,500	1,500
17	Total Travel	0	3,500	3,500

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BUDGET NARRATIVE SUMMARY

Proposed Service: CARE Council Support (Formula)
Agency Name: Treasure Coast Health Council, Inc.
Budget Period: March 1, 2010 to February 28, 2011

EXPENDITURES		Administration Amount	Program Amount	Total Service Costs
18	Equipment	0	0	0
19	Supplies			
a.	Office Supplies (reflects actual costs to this program)	0	4,000	4,000
b.	Program Supplies (reflects actual costs to this program)	0	0	0
20	Sub-Total Supplies	0	4,000	4,000
21	Contractural	1,000	11,300	12,300
22	Other			
A.	Communications/Utilities			
	1. Telephone (Budgeted expense reflects actual costs w/ % of space)	0	1,300	1,300
	2. MIS-Data Lines (Budgeted expense reflects actual costs w/ % of space)	0	0	0
	3. Postage & Shipping (reflects actual costs to this program)	0	600	600
	4. Utilities (Based on % of occupied space)	0	1,300	1,300
	Total Comm/Utilities	0	3,200	3,200

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BUDGET NARRATIVE SUMMARY

Proposed Service: CARE Council Support (Formula)
Agency Name: Treasure Coast Health Council, Inc.
Budget Period: March 1, 2010 to February 28, 2011

EXPENDITURES		Administration Amount	Program Amount	Total Service Costs
B.	Food Service	0	1,200	1,200
C.	Rental			
	1. Building (Based on % of occupied space)	0	15,000	15,000
	2. Equipment (reflects actual costs)	0	1,800	1,800
	Sub-Total Rental	0	16,800	16,800
D.	Repair & Maintenance			
	1. Building Maintenance (Based on % of occupied space)	0	1,200	1,200
	2. Equipment Maintenance (reflects actual costs)	0	0	0
	Sub-total Repair & Maintenance	0	1,200	1,200
E.	Specific Assistance to individuals	0	0	0
F.	Dues & Membership	0	0	0

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BUDGET NARRATIVE SUMMARY

Proposed Service: CARE Council Support (Formula)
Agency Name: Treasure Coast Health Council, Inc.
Budget Period: March 1, 2010 to February 28, 2011

EXPENDITURES		Administration Amount	Program Amount	Total Service Costs
G.	Subscriptions	0	0	0
H.	Training & Development	0	300	300
I.	Printing	0	1,000	1,000
J.	Copy Cost	0	0	0
K.	Advertising (reflects actual costs)	0	288	288
L.	Audit Fees	0	3,000	3,000
M.	Misc	0	100	100
N.	Insurance/Bonding	862	0	862
O.	Member's Fund	0	13,500	13,500
23	Total Other	862	40,588	41,450
24	Total Expenditures	\$12,700	\$115,300	\$128,000
25	Total Cost per Unit of Service	N/A	N/A	N/A

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Agency: Treasure Coast Health Council, Inc.

Budget Period: March 1, 2010 to February 28, 2011

(1)	(2)	(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 (5 x 6 x 7)	Percentage Charged	Admin	Program	Total
Positions/Salaries											
Membership Support Liason (March '10-July '10)	Prog	19,968	832	108	5	16.00	8,294	100.00%		8,294	8,294
Membership Support Liason (August '10-Feb '11)		30,000	1,250	152	8	14.42	17,535	80.00%		14,028	14,028
CARE Council Secetary (March 10 - July 10)	Prog	30,000	1,250	103	8	14.42	11,885	100.00%		11,885	11,885
Health Planner (March 10)	Prog	62,200	2,592	15	8	29.90	3,588	10.00%		3,583	3,583
Health Planner (Seperation Payout March 10)	Prog									1,184	1,184
Director of Information Systems (March 10 - April 10)	Prog	68,415	2,841	44	8	32.89	11,578	40.00%		4,631	4,631
Director of Health Planning (March 10)	Prog	58,632	2,443	22	8	28.19	4,961	5.00%		248	248
Director of Health Planning (April 10)	Prog	58,632	2,443	22	8	28.19	4,961	45.00%		2,233	2,233
Office Manager (March 10 - April 10)	Admin	37,872	1,578	44	8	18.21	6,409	10.00%	641		641
Office Manager (July 10 - Feb 11)	Admin	37,872	1,578	150	8	18.21	21,849	5.00%	1092		1092
Adminstrative Clerk (April 10)	Admin	14,976	624	22	5	12.00	1,267	15.00%	190		190
Adminstrative Clerk (July 10 - Feb 11)	Admin	21,632	902	150	6	13.00	12,480	10.00%	1248		1248
Director of Finance and Accounting (July 10 - Feb 11)	Admin	60,000	2,500	150	8	28.85	34,615	10.00%	3462		3462
Executive Director (Oct 10 - Feb 11)	Admin	75,000	3,125	110	8	36.06	31,731	5.00%	1587		1587
SUPPLEMENTAL											
Sub-Total Salaries		\$575,199					\$171,154		\$8,220	\$46,086	\$54,306

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If not requesting 100 % funding for the position attach a sheet detailing each position showing total salary, funding sources and percentage per source

Use additional sheets if necessary.

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.
Treasure Coast Health Council	3/1/10	2/28/11	128,000.00		365	350.6849	12	10,666.67
CARE Council Support				128,000.00		350.68		10,666.67

Treasure Coast Health Council

CARE Council Support	Month	Year	Days	Amount	Percentage	Cummulative
	March	2010	31	10,871.00	8.51%	10,871.00
	April	2010	30	10,521.00	8.22%	21,392.00
	May	2010	31	10,871.00	8.49%	32,263.00
	June	2010	30	10,521.00	8.22%	42,784.00
	July	2010	31	10,871.00	8.49%	53,655.00
	Aug	2010	31	10,871.00	8.49%	64,526.00
	Sept	2010	30	10,521.00	8.22%	75,047.00
	Oct	2010	31	10,871.00	8.49%	85,918.00
	Nov	2010	30	10,521.00	8.22%	96,439.00
	Dec	2010	31	10,871.00	8.49%	107,310.00
	Jan	2011	31	10,871.00	8.49%	118,181.00
	Feb	2011	28	9,819.00	7.67%	128,000.00
				128,000.00	100.00%	

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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

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- 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.

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5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

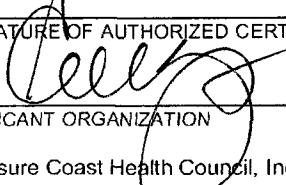
Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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 Interim Executive Director
APPLICANT ORGANIZATION Treasure Coast Health Council, Inc.	DATE SUBMITTED 6/14/2010

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ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

6/14/2010
Date



Interim Executive Director

Signature and Title of Authorized Official

Treasure Coast Health Council, Inc.

Name of Applicant or Recipient

600 Sandtree Drive Ste 101

Street

Palm Beach Gardens, FL. 33403

City, State, Zip Code

Mail Form to:
DHHS/Office for Civil Rights
Office of Program Operations
Humphrey Building, Room 509F
200 Independence Ave., S.W.
Washington, D.C. 20201

Form HHS-690
5/97

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Interim Executive Director
APPLICANT ORGANIZATION Treasure Coast Health Council, Inc.	DATE SUBMITTED 6/14/2010

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

MDK DATE
U022 06-03-2010

PRODUCER
PREMIER AGENTS GROUP/PHS
228945 P: (866) 467-8730 F: (877) 538-8526
P O BOX 29611
CHARLOTTE NC 28229

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

INSURED
TREASURE COAST HEALTH COUNCIL
600 SANDTREE DR. STE 101
WEST PALM BEACH FL 33403

INSURER A: Hartford Casualty Ins Co
INSURER B: Hartford Underwriters Ins Co
INSURER C:
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.

INBR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	21 SBM BL8164	05/30/10	05/30/11	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	21 SBM BL8164	05/30/10	05/30/11	COMBINED SINGLE LIMIT (EA accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21 WEC DZ3934	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

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

Those usual to the Insured's Operations. Certificate holder is named as Additional Insured.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
Palm Beach County Health Care 324 DATURA ST 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 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) 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 <i>Jac Tailor</i>

ACORD 26-S (7/97)

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