PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011	[X] Consent [] Workshop	[] Regular [] Public Hearing	
Department	[] Workshop	[] rubic heating	

Submitted By: <u>Community Services</u>

Submitted For: <u>Ryan White Part A</u>

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: contract with Comprehensive AIDS Program, Inc. for the period March 1, 2011, through August 31, 2011, totaling \$263,120 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 February 16, 2011, that conveys an award for Minority AIDS Initiative (MAI) funds for the contract period March 1, 2011, through February 29,2012. 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. The RFP cycle has been extended by one year in order to synchronize all Ryan White RFP cycles. (Ryan White) <u>Countywide</u> (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. The RFP cycle has been extended by one year in order to synchronize all Ryan White RFP cycles.

Attachments:

Contract

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Recommended	by: Claul	3/14/11
	Department Director	/ Date
Approved by:_	Ale	3/23/11
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs External Revenue Program Income (County) In-Kind Match (County)	<u></u>				
NET FISCAL IMPACT	,¥ ≤ _0	e below			
# ADDITIONAL FTE POSITIONS (Cumulative	e)				_ <u></u>
Is Item Included in Curren Budget Account No.: Fun	d <u>1010</u>	Yes <u>X</u> Dept <u>142</u> ode <u>RM32</u>	No Unit <u>1477</u>	Object_82	<u>201</u>
B. Recommended Sc	ources of Fur	nds/Summary	/ of Fiscal Im	pact:	
Funding provided ti ♣No County match is HIV/AIDS clients in	s required. Fe	deral funds wi	ill provide nee	ded services	vices. to
C. Departmental Fisc	al Review:	Tauha	Malhot	3/11	
	<u>III. REV</u>		NTS		
A. OFMB Fiscal and/	or Contract /	Administratio	on Comments	:	

3123111

and Control

This Contract complies with our

contract review requirements.

Jones 3/23/11

The efficience date 15 refissactive.

Contract Dev.

ac 3/16

Β. Legal Sufficiency:

Assistant County Attorney

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

(MAI)

_ 2011, by and between the Board of County This Contract is made as of the _____ day of ____ 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 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 \$263,120

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 Two Hundred Sixty-Three Thousand One Hundred Twenty Dollars (\$263,120). The AGENCY will bill the COUNTY on a monthly basis, by the tenth (10th) working day of each month, for Medical Case Management and Non-Medical Case Management services actually performed billed at unit cost, and other services billed at actual 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 Department of Community Services.

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 - <u>SCHEDULE</u>

The AGENCY shall commence services on <u>March 1, 2011</u> and complete all services on <u>August 31, 2011</u>, 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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> The AGENCY shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, nonowed and hired automobiles. In the event the AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended to require the AGENCY to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY agrees this coverage shall be proved on a primary basis.
- C. <u>Worker's Compensation & Employer's Liability</u> 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. <u>Professional (Errors & Omissions) Liability</u> 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. <u>Additional Insured</u> 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 <u>"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.</u>
- F. <u>Certificate of Insurance</u> 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. <u>Right to Review & Adjust</u> 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, including, but not limited to, the determinations of client eligibility for Ryan White HIV/AIDS Treatment Extension Act of 2009 funds. 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 - <u>AGENCY'S PROGRAMMATIC AGREEMENTS</u>

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 <u>costs and provisions of services to individuals of any nature</u> 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 2/15/12
 - e. Special requirements for information (as required)
 - f. Ryan White Part A quarterly general ledger by service category

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.
- The AGENCY must participate in Quality Management activities initiated by the Palm f. 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, judgment, 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 - <u>AMENDMENTS TO FUNDING LEVELS</u>

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. An increase of over 10% of the monthly expenditure rate, in accordance with Exhibit C, must be pre-approved with an authorized signature from the Department of Community Services. 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.

ARTICLE 14 - <u>TERMINATION</u>

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, <u>Fla. Stat.</u>, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extend 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, <u>Fla. Stat.</u> 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

WITNESS:

Witness Name Typed

59-2582229 Agency's Federal ID Number BY

Commissioner Marcus, Chair

AGENCY:

<u>Comprehensive AIDS Program , Inc.</u> Agency's Name Typed

Yolette Bonnet Agency's Signatory Name Typed

Executive Director Agency's Signatory Typed Title BY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Channell Wilkins, Director

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, In eligibility, 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 work-place 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

(11)

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 generally prohibits recipients of transactions," 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 undertaken with non-Federal (nonlobbying 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 undersigned, 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, Activities," of Lobbying its "Disclosure 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.

(12)

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 an mental health of the American people.

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SIGNATURE OF AUTHOBILED CERTIFYING OFFICIAL	TITLE
1 Mill Daval	Executive Director
APPLICANT OF GANIZATION	DATE SUBMITTED
Comprehensive AIDS Program of Palm Beach County, Inc	(CAP) 2/2////

(13)

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:

- 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).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 6 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 federallyassisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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- 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.

YING OFFIC SIGNATURE OF A TITLE Executive Director DATE SUBMITZED APPLICANT OF Comprehensive AIDS Program of Palm Beach County, Inc

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

(15)

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 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.

(16)

and com V

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 5/97

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EXHIBIT A SECTION "B" PAGE 1 of 1 Exhibit A

PART A MAI WORKPLAN

	APPLICANT: Comprehensive AIDS Program	SERVICE: MAI	AREA TO BE SERVED:	PALM BEACH COUNTY
	OBJECTIVE(S)	ACTIVITIES	START END DATE DATE	NON-DUPLICATING STATEMENT
	 Objective: Identify units of tangible services and # of unduplicated clients to be served. Define a Unit of Service Impact Statement: When the objective is accomplished, what impact will it have? 	Describe the sequential steps to be taken to accomplish the objective		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.
(18)		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	3/1/2011 8/31/2011*	Clients have a choice of case management agencies. CAP is the largest minority case management organization, and serves clients along the HIV disease spectrum.
	2. 220 minority HIV+ men, women and children will have better health outcomes and longer life as a result of information; education; and medical & social service support.	Glades).		CAP meets with other providers for referral services, and uses the CAREware system to prevent duplication of services .
	3. 220 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.			
	unit=quarter hour Unit cost = \$17.50 per quarter hour 15,035 units of service plus State, county, and CAREware trainings at \$490 per equals 28 units at \$17.50 per unit per day (other H) plus actual cost of new computer upgrade needs (other			

* or Date of Depletion of Funds, whichever comes first

Exhibit B.1 MEDICAL CASE MANAGEMENT - MINORITY AIDS INIT CURRENT & PROPOSED OPERATING BUDGET (ROUND NUMBERS UP TO THE NEAREST DOLLAR)

ACCT	# TITLE	(1) SPC-GY10 ORIG. PROG. BUDGET	(2) SPC-GY10 AMEND. PROG. BUDGET	(3) RW-GY11 AMEND. PROG. BUDGET	(4) % CHANGE	(5) SPC-GY10 ORIG. CSC BUDGET	(6) SPC-GY10 AMEND. CSC BUDGET	(7) RW-GY11 AMEND. CSC BUDGET	(8) % CHANGE
Salary A	counts:								
140.1201	Regular Salaries and Wages	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
Total Sala	ry:	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
Fringe A	ccounts:								
140.2101	FICA	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.2201	Retirement Contributions	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.2301	Life and Health Insurance	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.2401	Workers Compensation	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.2501	Unemployment Compensation	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
Total Fring	ge:	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
Operatin	g Expense Accounts:			······································					
140.3101	Professional Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3103	Medical/Health Care and Nutrition Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3118	Dental Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3125	Legal Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3126	Interpreter Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3127	Health Disabilities	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3140	Consultant Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3201	Audit Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3203	Accounting and Consulting Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3401	Other Contractual Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3419	Contracted Food	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3421	Training	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3431	Laboratory Testing	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.3438	Emergency Assistance	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4001	Travel Per Diem and Mileage	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%

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ACCT	# TITLE	(1) SPC-GY10 ORIG. PROG. BUDGET	(2) SPC-GY10 AMEND. PROG. BUDGET	(3) RW-GY11 AMEND. PROG. BUDGET	(4) % CHANGE	(5) SPC-GY10 ORIG. CSC BUDGET	(6) SPC-GY10 AMEND. CSC BUDGET	(7) RW-GY11 AMEND. CSC BUDGET	(8) % CHANGE
140.4101	Communication Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4200	Child Transportation Services	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4201	Other Transportation	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4205	Postage/Shipping	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4301	Utilities	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4401	Rent	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4405	Rent-Other Equipment	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4601	Repair and Maintenance	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4701	Printing and Graphics	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4909	Licenses, Permits and Certifications	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4932	Parent Activity	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.4945	Advertising	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5101	Office Supplies	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5111	Office Furniture And Equipment	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5121	Data Processing Software/Accessories	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5201	Materials/Supplies Operating	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5202	Janitorial Supplies	\$0	\$0	\$0	0%	\$0	\$0	\$ 0	0%
140.5230	Medicine and Drugs	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5231	Medical-Surgical Supplies	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5233	Laboratory Supplies	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5242	Food Prep and Serving Supplies	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5243	Personal Care Items	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5244	Food and Dietary	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5401	Books, Publications and Subscriptions	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5402	Educational Training Materials	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.5412	Dues and Memberships	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.6401	Machinery and Equipment	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.6405	Data Processing Equipment	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.6406	Data Processing Software	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
140.8000	Unit Cost - Direct Services	\$0	\$0	\$239,200	100%	\$0	\$0	\$239,200	100%

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ACCT#	# TITLE	(1) SPC-GY10 ORIG. PROG. BUDGET	(2) SPC-GY10 AMEND. PROG. BUDGET	(3) RW-GY11 AMEND. PROG. BUDGET	(4) % CHANGE	(5) SPC-GY10 ORIG. CSC BUDGET	(6) SPC-GY10 AMEND. CSC BUDGET	(7) RW-GY11 AMEND. CSC BUDGET	(8) % CHANGE
800.1201	Salaries and Wages Regular Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.2101	FICA-Taxes Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.2105	FICA Medicare Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.2112	Other Benefits Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.2201	Retirement Contributions-FRS Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.2301	Insurance-Life and Health Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.2401	Workers' Compensation Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.2501	Unemployment Compensation Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.3201	Audit Services Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.3203	Accounting and Consulting Service Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.4001	Travel And Per Diem Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.4101	Communication Services Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.4301	Utilities Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.4401	Rent Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.5101	Office Supplies Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.5201	Materials/Supplies Operating Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.5242	Food Prep and Serving Supplies Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.6401	Machinery and Equipment Admin	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.8000	Other Administrative	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
800.9515	Admin Costs-Indirect	\$0	\$0	\$23,920	100%	\$0	\$0	\$23,920	100%
test	kelly test	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
820.1201	Salaries and Wages Regular Prgm	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
820.2101	FICA-Taxes Prgm	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
820.2105	FICA Medicare Prgm	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
820.2112	Other Benefits Prgm	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
820.2201	Retirement Contributions-FRS Prgm	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
820.2301	Insurance-Life and Health Prgm	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
820.2401	Workers' Compensation Prgm	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%

Agency:Comprehensive AIDS ProgrmDB:Palm Beach Community ServicesContract:11-R2011-

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ACCT	# TITLE	(1) SPC-GY10 ORIG. PROG. BUDGET	(2) SPC-GY10 AMEND. PROG. BUDGET	(3) RW-GY11 AMEND. PROG. BUDGÉT	(4) % CHANGE	(5) SPC-GY10 ORIG. CSC BUDGET	(6) SPC-GY10 AMEND. CSC BUDGET	(7) RW-GY11 AMEND. CSC BUDGET	(8) % CHANGE
820.2501	Unemployment Compensation Prgm	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
Total Oper	rating Expense:	\$0	\$0	\$263,120	100%	\$0	\$0	\$263,120	100%
Total Prog	ıram Expense:	\$0	\$0	\$263,120	100%	\$0	\$0	\$263,120	100%

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Exhibit B.2 MEDICAL CASE MANAGEMENT - MINORITY AIDS INIT SALARY AND FRINGE PREPARATION FISCAL YEAR RW-GY11

Position	Staff		% Time Hrs/Wk # Wks	Original Gross Salary RW-GY11	Salary In Program RW-GY11	Fringe In Program RW-GY11	Request For Salary RW-GY11	Request For Fringe RW-GY11	Salary Funding % RW-GY11
No Positions			0% 0 0	\$0	\$0	\$0	\$0	\$0	0.00%
· · · · · · · · · · · · · · · · · · ·	£	ΤΟΤΑ	LS	\$0	\$0	\$0	\$0	\$0	0.00%

Agency:Comprehensive AIDS ProgrmDB:Palm Beach Community ServicesContract:11-R2011-

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Exhibit B.3 MEDICAL CASE MANAGEMENT - MINORITY AIDS INIT SALARY AND FRINGE PREPARATION NARRATIVE FISCAL YEAR RW-GY11

ACCOUNT #	ACCOUNT NAME	DERIVATION OF FIGURES AND JUSTIFICATION OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED	ORIGINAL CSC LINE ITEM \$ AMOUNT	ORIGINAL PROGRAM LINE ITEM \$ AMOUNT	PERCENT INCREASE/ DECREASE (PROGRAM)
140.1201	Regular Salaries and Wages		\$0	\$0	0%
140.2101	FICA		\$0	\$0	0%
140.2201	Retirement Contributions		\$0	\$0	0%
140.2301	Life and Health Insurance		\$0	\$0	0%
140.2401	Workers Compensation		\$0	\$0	0%
140.2501	Unemployment Compensation		\$0	\$0	0%

Agency:Comprehensive AIDS ProgrmDB:Palm Beach Community ServicesContract:11-R2011-

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ACCOUNT #	ACCOUNT NAME	DERIVATION OF FIGURES AND JUSTIFICATION OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED	ORIGINAL CSC LINE ITEM \$ AMOUNT	ORIGINAL PROGRAM LINE ITEM \$ AMOUNT	PERCENT INCREASE/ DECREASE (PROGRAM)
OPERATING I	EXPENSE BUDGET NAR	RATIVE		· · · · · · · · · · · · · · · · · · ·	
140.3101	Professional Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3103	Medical/Health Care and Nutrition Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3118	Dental Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3125	Legal Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3126	Interpreter Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3127	Health Disabilities	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3140	Consultant Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3201	Audit Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3203	Accounting and Consulting Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0		· · · · · · · · · · · · · · · · · · ·	
140.3401	Other Contractual Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3419	Contracted Food	New	\$0	\$0	0%
		Original Budget Calculation =0+0			

Agency:Comprehensive AIDS ProgrmDB:Palm Beach Community ServicesContract:11-R2011-

ACCOUNT #	ACCOUNT NAME	DERIVATION OF FIGURES AND JUSTIFICATION OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED	ORIGINAL CSC LINE ITEM \$ AMOUNT	ORIGINAL PROGRAM LINE ITEM \$ AMOUNT	PERCENT INCREASE/ DECREASE (PROGRAM)
140.3421	Training	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3431	Laboratory Testing	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.3438	Emergency Assistance	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4001	Travel Per Diem and Mileage	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4101	Communication Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0	٤		
140.4200	Child Transportation Services	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4201	Other Transportation	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4205	Postage/Shipping	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4301	Utilities	New	\$0	\$0	0%
		Original Budget Calculation =0+0	· · · · · · · · · · · · · · · · · · ·		
140.4401	Rent	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4405	Rent-Other Equipment	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4601	Repair and Maintenance	New	\$0	\$0	0%
	mprehensive AIDS Progrm Im Beach Community Services	Page 8 of 15		:	2/25/2011 2:04:04 Status: Submitt

ACCOUNT #	ACCOUNT NAME	DERIVATION OF FIGURES AND JUSTIFICATION OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED	ORIGINAL CSC LINE ITEM \$ AMOUNT	ORIGINAL PROGRAM LINE ITEM \$ AMOUNT	PERCENT INCREASE/ DECREASE (PROGRAM)
		Original Budget Calculation =0+0			
140.4701	Printing and Graphics	New	\$0	\$0	0%
		Original Budget Calculation =0+0			1
140.4909	Licenses, Permits and Certifications	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4932	Parent Activity	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.4945	Advertising	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
40.5101	Office Supplies	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
40.5111	Office Furniture And Equipment	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5121	Data Processing Software/Accessories	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5201	Materials/Supplies Operating	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5202	Janitorial Supplies	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5230	Medicine and Drugs	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5231	Medical-Surgical Supplies	New	\$0	\$0	0%

 Agency:
 Comprehensive AIDS Progrm

 DB:
 Palm Beach Community Services
 Contract: 11-R2011Status: Submitted

ACCOUNT #	ACCOUNT NAME	DERIVATION OF FIGURES AND JUSTIFICATION OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED	ORIGINAL CSC LINE ITEM \$ AMOUNT	ORIGINAL PROGRAM LINE ITEM \$ AMOUNT	PERCENT INCREASE/ DECREASE (PROGRAM)
		Original Budget Calculation =0+0			
140.5233	Laboratory Supplies	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5242	Food Prep and Serving Supplies	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5243	Personal Care Items	New	\$0	\$0	0%
	4	Original Budget Calculation =0+0			
140.5244	Food and Dietary	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5401	Books, Publications and Subscriptions	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5402	Educational Training Materials	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.5412	Dues and Memberships	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.6401	Machinery and Equipment	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
140.6405	Data Processing Equipment	New	\$0	\$Ó	0%
		Original Budget Calculation =0+0			
140.6406	Data Processing Software	New	\$0	\$0	0%
		Original Budget Calculation =0+0			

Agency:Comprehensive AIDS ProgrmDB:Palm Beach Community ServicesContract:11-R2011-

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ACCOUNT #	ACCOUNT NAME	DERIVATION OF FIGURES AND JUSTIFICATION OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED	ORIGINAL CSC LINE ITEM \$ AMOUNT	ORIGINAL PROGRAM LINE ITEM \$ AMOUNT	PERCENT INCREASE/ DECREASE (PROGRAM)
40.8000	Unit Cost - Direct Services	-	\$239,200	\$239,200	100%
		2/24/2011 2/24/2011 2/22/2011 2/16/2011 MAI - medical case management = 13668 units @17.50 per unit (15 mins)			
		Original Budget Calculation =13668.58 *17.5			
00.1201	Salaries and Wages Regular Admin	New	\$0	\$0	0%
		Original Budget Calculation =0+0			101 10 <u>1 101 101 101 101 101 101 101 101</u>
300.2101	FICA-Taxes Admin	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
300.2105	FICA Medicare Admin	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
800.2112	Other Benefits Admin	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
800.2201	Retirement Contributions-FRS Admin	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
800.2301	Insurance-Life and Health Admin	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
800.2401	Workers' Compensation Admin	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
800.2501	Unemployment Compensation Admin	New	\$0	\$0	
		Original Budget Calculation =0+0			
800.3201	Audit Services Admin	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
800.3203	Accounting and Consulting Service Admin	New	\$0	\$0	0%

DB: Palm Beach Community Services Contract: 11-R2011Status: Submitted

	DERIVATION OF FIGURES AND JUSTIFICATION OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED	ORIGINAL CSC LINE ITEM \$ AMOUNT	ORIGINAL PROGRAM LINE ITEM \$ AMOUNT	PERCENT INCREASE/ DECREASE (PROGRAM)
	Original Budget Calculation =0+0			
Travel And Per Diem Admin	New	\$0	\$0	0%
	Original Budget Calculation =0+0			
Communication Services Admin	New	\$0	\$0	0%
	Original Budget Calculation =0+0			
Utilities Admin	New	\$0	\$0	0%
	Original Budget Calculation =0+0			
Rent Admin	New	\$0	\$0	0%
	Original Budget Calculation =0+0			
Office Supplies Admin	New	\$0	\$0	0%
	Original Budget Calculation =0+0	·		
Materials/Supplies Operating Admin	New	\$0	\$0	0%
	Original Budget Calculation =0+0			
Food Prep and Serving Supplies Admin	New	\$0	\$0	0%
	Original Budget Calculation =0+0			
Machinery and Equipment Admin	New	\$0	\$0	0%
	Original Budget Calculation =0+0			
Other Administrative	New	\$0	\$0	0%
	Original Budget Calculation =0+0			
Admin Costs-Indirect	2/24/2011 2/16/2011 Administrative services @10 %	\$23,920	\$23,920	100%
	Original Budget Calculation =239200		•	
	Travel And Per Diem Admin Communication Services Admin Utilities Admin Rent Admin Office Supplies Admin Office Supplies Admin Materials/Supplies Operating Admin Food Prep and Serving Supplies Admin Matchinery and Equipment Admin Other Administrative	OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED Original Budget Calculation =0+0 Travel And Per Diem Admin New Original Budget Calculation =0+0 Communication Services Admin New Original Budget Calculation =0+0 Original Budget Calculation =0+0 Utilities Admin New Original Budget Calculation =0+0 Original Budget Calculation =0+0 Rent Admin New Original Budget Calculation =0+0 Original Budget Calculation =0+0 Office Supplies Admin New Operating Admin New Operating Admin New Original Budget Calculation =0+0 Original Budget Calculation =0+0 Food Prep and Serving Supplies Admin New Original Budget Calculation =0+0 Original Budget Calculation =0+0 Materials/Supplies Operating Admin New Original Budget Calculation =0+0 Original Budget Calculation =0+0 Machinery and Equipment Admin New Original Budget Calculation =0+0 Original Budget Calculation =0+0 Other Administrative New Original Budget Calculation =0+0 Original Budget Calculation =0+0	ACCOUNT NAME OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED CSC LINE MOUNT Case of the explanation and the explanation of	ACCOUNT NAME Definition as NeEDED CSC LINE MOUNT PROCRASS AMOUNT Criginal Budget Calculation =0+0

Agency:Comprehensive AIDS ProgrmDB:Palm Beach Community ServicesContract:11-R2011-

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ACCOUNT #	ACCOUNT NAME	DERIVATION OF FIGURES AND JUSTIFICATION OF INCREASE/DECREASE OR OTHER EXPLANATION AS NEEDED	ORIGINAL CSC LINE ITEM \$ AMOUNT	ORIGINAL PROGRAM LINE ITEM \$ AMOUNT	PERCENT INCREASE/ DECREASE (PROGRAM)
820.1201	Salaries and Wages Regular Prgm	New	\$0	\$0	0%
		Original Budget Calculation ≈0+0			
820.2101	FICA-Taxes Prgm	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
820.2105	FICA Medicare Prgm	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
820.2112	Other Benefits Prgm	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
820.2201	Retirement Contributions-FRS Prgm	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
820.2301	Insurance-Life and Health Prgm	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
820.2401	Workers' Compensation Prgm	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
820.2501	Unemployment Compensation Prgm	New	\$0	\$0	0%
		Original Budget Calculation =0+0			
test	kelly test	New	\$0	\$0	0%
		Original Budget Calculation =0+0			

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Exhibit B.4 MEDICAL CASE MANAGEMENT - MINORITY AIDS INIT SOURCES OF REVENUE

Funder Tupo/Funder	Total	SPC-GY10 Budget	SPC-GY10 Amend	SPC-GY10 Total	RW-GY11 Budget	RW-GY11 Amend	RW-GY11 Total	Percent Increase/ Decrease
Funder Type/Funder		Duugot						
No Funders								
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Grand Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%

5

FY RW-GY11 Totals

Total Amended Program Revenue	\$263,120
Total Program Budget	\$263,120
Difference	\$0
Total Amended CSC Allocation	\$263,120
Total Amended CSC Budget	\$263,120
Difference	\$0

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Exhibit B.5 MEDICAL CASE MANAGEMENT - MINORITY AIDS INIT SOURCES OF REVENUE NARRATIVE

Funder Type/Funder	FY RW-GY11 Total	Narrative	

Agency:Comprehensive AIDS ProgrmDB:Palm Beach Community ServicesContract:11-R2011-

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Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2011 to

2/28/2012

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	487,958		263,120		2,363,101	50,000		3,164,179
	407,950		205,120		2,505,101			
2. Foundations							250,000	250,000
3. Other Grants							250,000	250,000
4. Fund Raising							250,000	250,000
5. Contributions/ Legacies/Bequests		······································					250,000	250,000
6. Membership Dues	· ·							
7. Program Svc Fees/ Sales to Public							•	-
8. Investment Income								
9. In-Kind								
10. Miscellaneous								
11. Total Revenues	487,958		263,120.00		2,363,101	50,000	1,000,000	4,164,179

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2011 to

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2/28/2012

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	222,562		136,671			30,000	400,000	789,233
Chief Program Director	9,200		5,096					
1Client Services Managers	10,599		18,750					
4 Program Supervisors	25,980		14,250					
4 Program Support Specialists	17,309		8,813					
43 Case Managers/Techs	144,243		89,762			30,000		
Treatment Adherence Coordinator	15,231							
								<u></u>
								······
	222,562		136,671			30,000	400,000	

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

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Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2011

to

2/28/2012

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	222,562		136,671		822,152	30,000	400,000	1,611,385
13. Employee Benefits								
a. FICA	17,026		10,455		62,895	2,295	30,600	123,271
b. Fl Unemployment	1,808	·	1,004		6,070		400	9,282
c. Workers' Comp	2,718		1,640		12,452	360	4,800	21,970
d. Health Plan	52,704		37,242		145,821	4,500	60,000	300,267
e. Retirement	6,677		4,100		24,664	900	12,000	48,341
14. Sub-Total Employee Benefits	80,933		54,441		251,902	8,055	107,800	503,131
15. Sub-Total Salaries/Benefits	303,495		191,112		1,074,054	38,055	507,800	2,114,516
16. Travel a. Travel/transportation	3,581		4,565		33,066	1,000	5,000	47,212
b. Conferences/ Registration/Travel			1,245		36,505		2,500	40,250
17. Sub-Total Travel	3,581		5,810		69,571	1,000	7,500	87,462

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2011 to

2/28/2012

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					6,056			6,056
19. Supplies								
a. Office Supplies	10,000		2,698		6,656	1,000		20,354
b. Program Supplies					145,259			145,259
c. Computer Software								
20. Sub-Total Supplies	10,000		2,698		151,915	1,000		165,613
21. Contractual					249,440			249,440
22. Other a. Communications/Utilities								
1. Telephone	5,000		2,698		3,134	500	6,000	17,332
2. Postage & Shipping			623		540	500	1,700	3,363
3. Utilities (Power/Water/Gas)	1,660		2,698		2,808	500	9,000	16,666
Sub-Total Communications/Utilities	6,660		6,019		6,482	1,500	16,700	37,361

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency Budget for Fiscal Year

3/1/2011 to

2/28/2012

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	29,400		19,920		108,827	4,800	266,300	429,247
2. Equipment								
Sub-Total Rental	29,400		19,920		108,827	4,800	266,300	429,247
D. Repair & Maintenance								
1. Building Maintenance	5,000		3,600				9,300	17,900
2. Equipment Maintenance								
Sub-Total Repair & Maintenance	5,000		3,600				9,300	17,900
E. Specific Assistance to Individuals	63,715				521,158			584,873
F. Dues & Membership			62				1,200	1,262
G. Subscriptions			62				1,200	1,262

Comprehensive AIDS Program of Palm Beach County, Inc.

Agency	Budget	for	Fiscal	Year	
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3/1/2011 to

2/28/2012

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			2,034		3,500	500	8,500	14,534
I. Printing			1,245		4,482	500	2,000	8,227
J. Copy Cost		·	1,245				2,000	3,245
K. Advertising			415				2,000	2,415
L. Audit Fees					1,500		21,000	22,500
M. Office Furniture & Equipment								
N. Insurance	21,750		4,980				56,000	82,730
O. Fundraising								
P. Vehicle Operation		· · · · · · · · · · · · · · · · · · ·						
Q. Promotional/PR							2,000	2,000
R. Fees/taxes/bank fees							1,500	1,500
S. Professional Fees							95,000	95,000
T. Indirect Costs	44,357		23,918		166,117	2,645		237,037
25. Sub-Total Other	170,882		63,500		812,066	9,945	484,700	1,541,093
26. Sub-Total Expenditures	\$487,958		\$263,120		\$2,363,102	\$50,000	\$1,000,000	\$4,164,179

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EXHIBIT

Ryan White Part A GY11 Contract Dates, Amounts, Time

Grant Year March 01, 2011 - Aug 31, 2011

	Contract Dates		Total	Service	Total Contr.	Avg. Day	Total	Avg. Mo.
Provider/Service	Begin	End	Amount	Amount	Days	Exp.	Months	Exp.
Comprehensive AIDS Program	3/1/11	8/31/11	\$263,120.00		183	\$1,437.81	6	\$43,853.33
Medical Case Management			· · · · · · · · · · · · · · · · · · ·	\$263,120.00		\$1,437.81		\$43,853.33

Comprehensive AIDS Program

	Medical Case Management	Month	Year	Days	Amount	Percentage	Cummulative
		March	2010	31	\$44,572.00	16.94%	44,572.00
		April	2010	30	\$43,134.00	16.39%	87,706.00
		May	2010	31	\$44,572.00	16.94%	132,278.00
-		June	2010	30	\$43,134.00	16.39%	175,412.00
		July	2010	31	\$44,572.00	16.94%	219,984.00
		Aug	2010	31	\$43,136.00	16.40%	263,120.00
		Sept	2010	30		0.00%	263,120.00
		Oct	2010	31		0.00%	263,120.00
		Nov	2010	30		0.00%	263,120.00
		Dec	2010	31		0.00%	263,120.00
		Jan	2011	31		0.00%	263,120.00
		Feb	2011	28		0.00%	263,120.00

\$263,120.00 100.00%