

AGENDA ITEM SUMMARY

Meeting Date: November 15, 2011

[X]

Consent

[]

Regular

[]

Ordinance

[]

Public Hearing

Department:

Department of Public Safety

Submitted By:

Department of Public Safety

Submitted For:

Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Approve** two standard agreements, one for governmental agencies and one for non-governmental/private entities, to be used by the County to designate the distribution of Emergency Medical Services (EMS) equipment to various governmental and private agencies; **B) Authorize** the County Administrator or his designee to execute these standard agreements between the County and various governmental and non-governmental/private entities on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Summary: The EMS grant fund is a bi-annual grant provided to Palm Beach County from the State of Florida Department of Health, Bureau of Emergency Medical Services, to improve and expand the EMS system. The equipment is distributed to governmental entities and non-governmental/private entities based upon a countywide assessment by a Grant committee and licensed EMS providers appointed by the EMS Council. The County shall purchase this equipment with EMS grant funds. No County matching funds are required. **Countywide GB**

Background and Policy Issues: Pursuant to F.S. 401, Part II, the State of Florida Department of Health, Bureau of Emergency Medical Services has established an Emergency Medical Services Trust Fund (Trust Fund) consisting of a portion of the fines received for municipal and county traffic moving violation (including Driving under the Influence (DUI)) convictions. Funds deposited into the Trust Fund must be used solely to improve and expand pre-hospital emergency medical services in Florida. The Grant Committee and licensed EMS providers have established a procedure in which equipment will be purchased and distributed by the Department of Public Safety, Division of Emergency Management, to various governmental and non-governmental/private entities within Palm Beach County to enhance and expand the EMS System. The equipment is based upon the needs of the various governmental and non-governmental/private entities. Any such agreements that are executed will be presented to the Board as receive and file items per PPM CW-O-051.

Attachments:

- 1) Standard Interlocal Agreement for governmental agencies
- 2) Standard Agreement for non-governmental/private agencies

Recommended by:

Department Director

10/20/11

Date

Approved By:

Assistant County Administrator

10/20/11

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes _____ No _____

Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
 Rev No: Fund _____ Department _____ Unit _____ Object _____

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

There is no fiscal impact associated with the agenda item at this time, however once the agreements are executed the fiscal impact will not exceed the annual EMS grant award, which requires no County match.

Departmental Fiscal Review: Stephanie Lepore

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature]
 OFMB 5/2/11 10/24/11 10/19/11

[Signature] 10/27/11
 Contract Administration

B. Legal Sufficiency:

10/27/11 [Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

EMS INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of the ___ day of _____, _____ by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as COUNTY), and the (ENTITY) a municipal corporation of the State of Florida (herein referred to as the ENTITY).

WITNESSETH

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 401, Part II, F.S., to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners (BCCs) throughout the State to improve and expand pre-hospital EMS systems in their county; and

WHEREAS, EMS County grants are only awarded to Boards of County Commissioners (BCC), however, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application. The assessment should be coordinated with area EMS councils, when available; and

WHEREAS, the COUNTY agrees to provide the (ENTITY) with (QUANTITY OF EQUIPMENT) (EQUIPMENT, TYPE/NAME) from its EMS grant funds, and the (ENTITY) desires to accept said (EQUIPMENT), under the terms and conditions of this Inter-local Agreement and the EMS grant.

Now, therefore, in consideration of the EMS Grant agreement herein contained, COUNTY and (ENTITY) agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2- (ENTITY) AGREES:

- A. To assume all liability and responsibility for the proper use, care and maintenance (including personnel training) of the (EQUIPMENT) received pursuant to this Inter-local Agreement pursuant to all applicable governmental laws and regulations, for the entire life of the (EQUIPMENT). This assumption of liability and responsibility shall apply whether or not the (EQUIPMENT) is covered by any manufacturers or other warranty.
- B. To comply with general requirements, and conditions of the EMS Grant program FY (2011-2012) attached hereto as "Attachment 1".
- C. That should the (ENTITY) cease to operate its pre-hospital emergency medical services during the life of the equipment; the (ENTITY) shall immediately return the equipment to the COUNTY.
- D. To submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained for the equipment within 90 days of the effective date of this agreement. This report shall

include all of the necessary training provided for the equipment and will be the responsibility of the (ENTITY) accepting the equipment to provide the training. (ENTITY'S) failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such, County may terminate this Interlocal Agreement and demand return of the equipment.

ARTICLE 3- COUNTY AGREES TO:

Provide to the (ENTITY) (NUMBER OF ITEMS) (EQUIPMENT NAME) from its 2011- 2012 grant year EMS grant funds.

ARTICLE 4- REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be Sally Waite, whose telephone number is (561) 712-6484.

ENTITY'S representative/contact monitor during the term of the Agreement shall be _____ whose telephone number is (561) _____.

ARTICLE 5 – LIABILITY/IDEMINIFICATION

Each party to this Interlocal Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes (\$100,000.00 for any one person or \$200,000.00 for any one incident), the (agency name) agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the (ENTITY'S) use, care and maintenance of the laryngoscopes.

ARTICLE 6- ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of the Agreement shall be borne by the respective parties; however, this clause pertains only to the parties of this Interlocal Agreement.

ARTICLE 7- FILING

A copy of this Interlocal Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County.

ARTICLE 8- FUNDING OBLIGATION

That the COUNTY'S obligation is limited to the provision of the (EQUIPMENT) to the (ENTITY), from its FY (2011-2012) grant funds. On-going costs for EMS, maintenance and replacement of the equipment will not be funded under this grant program or by COUNTY. These costs remain the responsibility of the (ENTITY).The County shall have no further obligation to the (ENTITY) or any other person or entity.

ARTICLE 9 – INSURANCE

(ENTITY) shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. (ENTITY) shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by

(ENTITY) are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by (ENTITY) under the contract.

The (ENTITY) agrees to maintain or acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance.

The (ENTITY) shall agree to maintain or acknowledge to be self-insured for auto physical damage on an actual cash value basis. (ENTITY) shall agree to be fully responsible for any deductible or self-insured retention provided the damages were not caused by nor contributed by COUNTY. The (ENTITY) shall endorse the COUNTY as a Loss Payee for auto physical damage on fire rescue rolling stock acquired with COUNTY matching funds during the life of this Interlocal Agreement.

The (ENTITY) agrees its general liability, automobile liability, and physical damage insurance shall be primary as respects to any coverage afforded to or maintained by COUNTY.

When requested, the (ENTITY) shall agree to provide a Certificate of Insurance evidencing self insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable coverage for the above mentioned coverage's.

PROFESSIONAL LIABILITY:

(ENTITY) shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$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 (entity's) most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, (ENTITY) warrants the Retroactive Date equals or precedes the effective date of this Interlocal Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Interlocal Agreement, (ENTITY) shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve (ENTITY) of the obligation to provide replacement coverage.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the (ENTITY) each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Interlocal Agreement. Except as above, neither the COUNTY nor the (ENTITY) shall assign, sublet, convey or transfer its interest in this Interlocal Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the (ENTITY).

ARTICLE 11 - REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy

given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12 - ARREARS

The (ENTITY) shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Interlocal Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The (ENTITY) further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Interlocal Agreement.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The (ENTITY) is, and shall be, under this Interlocal Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. The (ENTITY) shall have direct supervision and control over its employees. In all aspects the (ENTITY'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 (ENTITY) does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 14 - CONTINGENT FEES

The (ENTITY) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the (ENTITY) to solicit or secure this Interlocal Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the (ENTITY), any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Interlocal Agreement.

ARTICLE 15- ACCESS AND AUDITS

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 (ENTITY'S) place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the (ENTITY), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 16 - NONDISCRIMINATION

The (ENTITY) warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 17- AUTHORITY TO PRACTICE

The (ENTITY) hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 18 - SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT 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. This notice is required by F.S. 287.133(3) (a).

ARTICLE 20 - NOTICE

All notices required in this Interlocal Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33405

If sent to the (ENTITY), notices shall be addressed to:

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the (ENTITY) agree that this Interlocal Agreement sets forth the entire Interlocal 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 Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22 - REGULATIONS; LICENSING REQUIREMENTS:

The (ENTITY) shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. (ENTITY) is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 23 - EXPIRATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall automatically expire upon the expiration of the life of the laryngoscopes. The (ENTITY) shall notify the COUNTY at such time as the useful life of each of the (EQUIPMENT) has expired. At such time, the (ENTITY) may dispose of said (EQUIPMENT) as surplus property with no further municipal purpose.

ARTICLE 24- EFFECTIVE DATE

This Interlocal Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by both COUNTY and (ENTITY).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and (ENTITY)) has hereunto set its hand the day and year above written.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
County Attorney

By: _____
Vincent J. Bonvento
Assistant County Administrator/
Director of Public Safety

ATTEST:

AGENCY

By: _____
Agency Attorney

By: _____
Agency Representative

Attachment 1

GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned a unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditure beyond this budget is the full responsibility of the grantee.

ENCUMBRANCES:

Funds are encumbered on prior to the ending date of the grant when the grantee transmits to a vendor a signed and approved purchase order or equivalent either physically or electronically, or the grantee receives an invoice, bill, or equivalent, either physically or electronically, from a vendor for any item or service which is clearly an approved budget line item or included within or under a line item. The encumbrance will be for the amount or upper amount range specified in the physical or electronic record of the pending transaction(s).

When the grantee receives and accepts the goods or services, payment may be paid from funds of the grant. The services or items must be received and accepted by the grantee and payment made within 60 days of the grant's ending date. Otherwise, the funds originally encumbered will be rolled over into the current active grant, and may be paid from the current active grant.

ROLLOVERS:

Any unencumbered EMS county grant program funds as of the ending date of the grant, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.

DISALLOWED EXPENDITURES:

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

Vehicles and Equipment

The grantee shall own all items; including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

Transfer of Property

A private organization owning any equipment funded through the grant program in whole or in part and purchased that equipment to provide services for a municipality, county or other public agency ceasing operation within five years of the ending date of a grant awarded to the organization shall transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to an Agreement ending as well as any other reason.

Requests for Change

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, June 2002. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

1. Changes in the project activities.
2. Redistribution of the funds between entities or equipment approved.
3. Establishing a new line item in the budget.
4. Changing a salary rate more than 10%.

Supplanting funds

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.

Deposit of funds

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

Reports

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award.

These reports shall include, at a minimum, a narrative of the activities completed or the progress of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

Grant signature

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

Records

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

Final Reports

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

Communications Equipment

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.

Expenditures

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT:

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, and Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

If the proper credit statement is not included, or if a copy of each item produced is not provided to the department within three weeks, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of \$100,000 or more in funds from the department during its fiscal year, which was not paid from a rate Agreement based on a set state or area-wide fixed rate for service, and of which less than \$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

RECORDS RETENTION

The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the department.

PRIVATE EMS AGREEMENT (Non-Profit/For Profit)

THIS AGREEMENT is made as of the ___ day of _____, ___ by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as COUNTY), and the (ENTITY) a (NON-PROFIT/FOR PROFIT) entity authorized to do business in the State of Florida (herein referred to as the ENTITY) whose Federal Tax ID# _____.

WITNESSETH:

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 401, Part II, F.S., to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners (BCCs) throughout the State to improve and expand pre-hospital EMS systems in their county; and

WHEREAS, EMS County grants are only awarded to Boards of County Commissioners (BCC), however, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application. The assessment should be coordinated with area EMS councils, when available; and

WHEREAS, the COUNTY agrees to provide the (ENTITY) with (QUANTITY OF EQUIPMENT) (EQUIPMENT, TYPE/NAME) from its EMS grant funds, and the (ENTITY) desires to accept said (EQUIPMENT), under the terms and conditions of this Agreement and the EMS grant.

Now, therefore, in consideration of the EMS Grant agreement herein contained, COUNTY and (ENTITY) agree as follows:

ARTICLE 1 – RECITALS

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ARTICLE 2- (ENTITY) AGREES TO:

- A. To assume all liability and responsibility for the proper use, care and maintenance (including personnel training) of the (EQUIPMENT) received pursuant to this Agreement pursuant to all applicable governmental laws and regulations, for the entire life of the (EQUIPMENT). This assumption of liability and responsibility shall apply whether or not the (EQUIPMENT) is covered by any manufacturers or other warranty.
- B. To comply with general requirements, and conditions of the EMS Grant program FY (2011-2012) attached hereto as “Attachment 1”.
- C. That should the (ENTITY) cease to operate its pre-hospital emergency medical services during the life of the equipment; the (ENTITY) shall immediately return the equipment to the COUNTY.
- D. To submit a training report to the COUNTY’S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained for the

equipment within 90 days of the effective date of this agreement. This report shall include all of the necessary training provided for the equipment and will be the responsibility of the (ENTITY) accepting the equipment to provide the training. (ENTITY'S) failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such, County may terminate this Agreement and demand return of the equipment.

ARTICLE 3- COUNTY AGREES TO:

Provide to the (ENTITY) (NUMBER OF ITEMS) (EQUIPMENT NAME) from its 2011- 2012 grant year EMS grant funds.

ARTICLE 4- REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be Sally Waite, whose telephone number is (561) 712-6484.

ENTITY'S representative/contact monitor during the term of the Agreement shall be _____ whose telephone number is (561) _____.

ARTICLE 5 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the (ENTITY). The (ENTITY) shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the (ENTITY) authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The (ENTITY) shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 6- FUNDING OBLIGATION

That the COUNTY'S obligation is limited to the provision of the (EQUIPMENT) to the (ENTITY), from its FY (2011-2012) grant funds. On-going costs for EMS, maintenance and replacement of the equipment will not be funded under this grant program or by COUNTY. These costs remain the responsibility of the (ENTITY). The County shall have no further obligation to the (ENTITY) or any other person or entity.

ARTICLE 7 - INSURANCE

(ENTITY) shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. (ENTITY) shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by (ENTITY) are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by (ENTITY) under the contract.

A. Commercial General Liability (ENTITY) shall 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 in writing by County's Risk Management Department. (ENTITY) shall provide this coverage on a primary

basis.

B. Business Automobile Liability (ENTITY) shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event (ENTITY) doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing (ENTITY) to agree 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. (ENTITY) shall provide this coverage on a primary basis.

C. Worker's Compensation Insurance & Employers Liability (ENTITY) shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. (ENTITY) shall provide this coverage on a primary basis.

D. Professional Liability (ENTITY) shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of (ENTITY)'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, (ENTITY) shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, (ENTITY) shall purchase a SERP with a minimum reporting period not less than 3 years. (ENTITY) shall provide this coverage on a primary basis.

E. Additional Insured (ENTITY) shall endorse the COUNTY as an Additional Insured with a 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" (ENTITY) shall provide the Additional Insured endorsements coverage on a primary basis.

F. Waiver of Subrogation (ENTITY) hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then (ENTITY) shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should (ENTITY) enter into such an agreement on a pre-loss basis.

G. Certificate(s) of Insurance Prior to execution of this Contract, (ENTITY) shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Contract have been obtained

and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o _____

H. Umbrella or Excess Liability if necessary, (ENTITY) may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

I. Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the term of this Contract. 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 8 - INDEMNIFICATION

(ENTITY) shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of (ENTITY).

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the (ENTITY) each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the (ENTITY) shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the (ENTITY).

ARTICLE 10 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial

exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - ARREARS

The (ENTITY) shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The (ENTITY) further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 12 - INDEPENDENT CONTRACTOR RELATIONSHIP

The (ENTITY) is, and shall be, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. The (ENTITY) shall have direct supervision and control over its employees. In all aspects the (ENTITY'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 (ENTITY) does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 13 - CONTINGENT FEES

The (ENTITY) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the (ENTITY) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the (ENTITY), any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14- ACCESS AND AUDITS

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 (ENTITY'S) place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the (ENTITY), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 15 - NONDISCRIMINATION

The (ENTITY) warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 16- AUTHORITY TO PRACTICE

The (ENTITY) hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 17 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 18- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT 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. This notice is required by F.S. 287.133(3) (a).

ARTICLE 19 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33405

If sent to the (ENTITY), notices shall be addressed to:

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the (ENTITY) 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 - REGULATIONS; LICENSING REQUIREMENTS:

The (ENTITY) shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. (ENTITY)

is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 22 - EXPIRATION OF AGREEMENT

This Agreement shall automatically expire upon the expiration of the life of the laryngoscopes. The (ENTITY) shall notify the COUNTY at such time as the useful life of each of the (EQUIPMENT) has expired. At such time, the (ENTITY) may dispose of said (EQUIPMENT) as surplus property with no further municipal purpose.

ARTICLE 23- EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by both COUNTY AND (ENTITY).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and (ENTITY)) has hereunto set its hand the day and year above written.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
County Attorney

By: _____
Vincent J. Bonvento
Assistant County Administrator/
Director of Public Safety

ATTEST:

(ENTITY)

By: _____
(ENTITY) Attorney

By: _____
(ENTITY) Representative

Attachment 1

GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned a unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditure beyond this budget is the full responsibility of the grantee.

ENCUMBRANCES:

Funds are encumbered on prior to the ending date of the grant when the grantee transmits to a vendor a signed and approved purchase order or equivalent either physically or electronically, or the grantee receives an invoice, bill, or equivalent, either physically or electronically, from a vendor for any item or service which is clearly an approved budget line item or included within or under a line item. The encumbrance will be for the amount or upper amount range specified in the physical or electronic record of the pending transaction(s).

When the grantee receives and accepts the goods or services, payment may be paid from funds of the grant. The services or items must be received and accepted by the grantee and payment made within 60 days of the grant's ending date. Otherwise, the funds originally encumbered will be rolled over into the current active grant, and may be paid from the current active grant.

ROLLOVERS:

Any unencumbered EMS county grant program funds as of the ending date of the grant, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.

DISALLOWED EXPENDITURES:

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

Vehicles and Equipment

The grantee shall own all items; including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

Transfer of Property

A private organization owning any equipment funded through the grant program in whole or in part and purchased that equipment to provide services for a municipality, county or other public agency ceasing operation within five years of the ending date of a grant awarded to the organization shall transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to an Agreement ending as well as any other reason.

Requests for Change

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, June 2002. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

1. Changes in the project activities.
2. Redistribution of the funds between entities or equipment approved.
3. Establishing a new line item in the budget.
4. Changing a salary rate more than 10%.

Supplanting funds

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.

Deposit of funds

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

Reports

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award. These reports shall include, at a minimum, a narrative of the activities completed or the progress

of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

Grant signature

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

Records

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

Final Reports

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

Communications Equipment

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.

Expenditures

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT:

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, and Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

If the proper credit statement is not included, or if a copy of each item produced is not provided to the department within three weeks, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of \$100,000 or more in funds from the department during its fiscal year, which was not paid from a rate Agreement based on a set state or area-wide fixed rate for service, and of which less than \$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

RECORDS RETENTION

The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the department.