

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020 Consent Regular
 Workshop Public Hearing

Department: Fire-Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) authorize** the County Administrator, or designee, to electronically accept, sign and submit, on County's behalf, the Coronavirus Aid Relief and Economic Security (CARES) Act Provider Relief Fund Attestation and Payment Confirmation, which includes confirming receipt of \$760,996.33 received on April 17, 2020, and accepting the terms and conditions from the Department of Health & Human Services (HHS) and the Optum Pay Enrollment Agreement Terms and Conditions from Optum Health Financial Services, Inc. (Optum);
- B) approve** a budget amendment of \$760,996 within the CARES Provider Relief Fund to recognize the CARES Act Provider Relief funding, and to establish a budget for the accepted CARES Provider Relief funding;
- C) authorize** the County Administrator, or designee, to approve, sign and submit, electronically or otherwise, on County's behalf, applications for, and receipt, acceptance and terms and conditions of, any future CARES Act Provider Relief funding via the HHS website or otherwise, provided the terms and conditions are substantially similar to terms and conditions previously approved relating to other CARES Act Provider Relief funding; and
- D) authorize** the County Administrator, or designee, to approve, sign and submit, electronically or otherwise, on County's behalf, certifications, assurances, standard forms and documents, reimbursement requests, amendments, time frames changes, and other necessary documents, which relate to, and do not materially change the general scope or terms and conditions of, any previously accepted CARES Act Provider Relief funding.

Summary: Pursuant to the CARES Act Provider Relief Fund program, the County received an automatic payment of \$760,996.33 on April 17, 2020. The County has until May 17, 2020 to electronically submit through an online portal the attestation confirming receipt of these funds and accepting the terms and conditions from HHS and Optum. Please note that the Optum terms and conditions require indemnification of Optum by the County for acts of the County, as well as a limitation of Optum's liability. Fire Rescue is requesting that the Board authorize the designation of the County Administrator or designee to electronically sign and accept the CARES Act Provider Relief Fund funding via the HHS portal, the attestation confirming receipt of the funds and accepting the terms and conditions. Countywide (SB)

Background and Policy Issues: The CARES Act provides for the immediate distribution of \$30 billion dollars from the Public Health and Social Service Emergency Fund to eligible health care providers based on their proportionate share of total Medicare fee-for-service reimbursements in 2019. To implement this program, the HHS partnered with UnitedHealth Group (UHG) to provide rapid automatic payments to eligible providers via Optum using automated clearing house account information on file with UHG or the Centers for Medicare & Medicaid Services. Within 30 days of receiving the payment, providers must submit an attestation confirming receipt of the funds and accepting the terms and conditions. These funds must only be used to prevent, prepare for, and respond to coronavirus, and reimburse the recipient only for health care related expenses or lost revenues that are attributable to coronavirus. Other opportunities for additional funding are expected.

Attachments:

1. CARES Provider Relief Fund Attestation and Payment Confirmation, including HHS terms and conditions and the Optum Pay Enrollment Agreement Terms and Conditions
2. Budget Amendment

Recommended by:  4-30-2020
Assistant Chief Date

Approved by:  4/30/2020
Fire Rescue Administrator Date

Approved by:  5/2/2020
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(760,996)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(760,996)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes ___ No X
 Does this item include the use of federal funds? Yes X No ___

Budget Account No.: Fund ___ Dept ___ Unit ___
 Revenue Source ___/Object ___

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

These funds were originally deposited into the Fire/Rescue MSTU fund (Fund 1300), and will be transferred from 1300-440-D20A-3161 to a newly created fund (Fund 1307) for all CARES Act Provider Relief funding received (1307-440-4314-3161).

C. Departmental Fiscal Review: ckopelakis for M. Marty

III. REVIEW COMMENTS

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

Robyn Powers 4/30/2020 Dr. J. Janku 5/1/2020
 OFMB Contract Development and Control
 5-1-2020 TW

B. Legal Sufficiency

[Signature] 5/1/2020
 Assistant County Attorney For S. Burrows

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

CARES

PROVIDER RELIEF FUND



Attestation and Payment Confirmation



Payment Terms Attestation

Please attest to and accept the Terms & Conditions below for each TIN you have entered. The current TIN is shown in the box to the right. Once you complete the first TIN you will be asked to attest to each TIN in the list.

Current Request

Billing TIN

*****000785**

Last Six Digits of Account Number

070034

Relief Fund Payment

\$760,996.33



I acknowledge receipt of **\$760,996.33** from the Public Health and Social Services Emergency Fund ("Relief Fund"), and accept the Terms & Conditions. If you received a payment from funds appropriated in the Relief Fund under Division B of Public Law 116-127 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms & Conditions. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable. Your commitment to full compliance with all Terms and Conditions is material to the Secretary's decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund. These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient, also apply to sub-recipients and contractors under grants, unless an exception is specified.

By receiving and accepting Relief Fund payment, you attest that in accordance with the "Coronavirus Aid, Relief, and Economic Security Act" or the "CARES Act", you are eligible for this payment. You acknowledge that you may be asked to submit to the review process established by the U.S Department of Health and Human Services, including its contractor (collectively, "HHS"), to determine your eligibility for this payment. Additionally, upon request by HHS, you will provide any and all information related to the disposition or use of the funds received under the Relief Fund for auditing and/or reporting purposes. I attest that I have the legal authority to act on behalf of the provider group that has received payment under the Relief Fund. For Electronic Funds Transfer / ACH Payments, HHS or its contractor may make adjustments to the payment whenever a correction or change is required. For example, if there is an error, you agree that HHS may correct the error immediately and without notice. Such errors may include, but are not limited to, reversing an improper credit, and correcting calculation and input errors. The right to make adjustments are not subject to any limitations or time constraints, except as required by law.

By providing your email and phone number, you agree that HHS or its contractor may send you communications or call you

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regarding Relief Fund payment. You understand that you need to give us the most up to date contact information.

Contact Information

Please complete the information below. All fields are required unless otherwise indicated.

First Name*

Middle Name (optional)

Last Name*

Email Address*

Phone Number*

Rendering/Service Address

Address 1*

Address 2 (optional)

City*

State*

Zip Code*

Billing Address

Address 1*


Address 2 (optional)

City*

State*

Zip Code*

I have read and agree to the Optum Pay Enrollment Agreement Terms and Conditions.

 I'm not a robot

reCAPTCHA
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I Accept Payment

I Reject Payment

Important Information

CARES Act Provider Relief Fund
Details

Support

Contact Us
Feedback

Accessibility

Accessibility Statement

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UNITEDHEALTH GROUP®

HRSA
Health Resources & Services Administration



DEPARTMENT OF HEALTH & HUMAN SERVICES

Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief (“Relief Fund”) under Division B of Public Law 116-127 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary’s decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient, also apply to subrecipients and contractors under grants, unless an exception is specified.

Relief Fund Payment Terms and Conditions

- The Payment means the funds received from the Public Health and Social Services Emergency Fund (“Relief Fund”). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and



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Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for each project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a possible or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II:

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.



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SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition



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- (a) The limitations established in the preceding section shall not apply to an abortion—
- (1) if the pregnancy is the result of an act of rape or incest; or
 - (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
- (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).
- (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).
- (d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- (2) In this subsection, the term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

- (a) None of the funds made available in this Act may be used for—
- (1) the creation of a human embryo or embryos for research purposes; or
 - (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).
- (b) For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act,



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that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in



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hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such



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policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was



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convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term 'recipient of Federal funds' includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions

Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or



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2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections



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You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this award.

Human Subjects Protections

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

CARES

PROVIDER RELIEF FUND

Optum Pay Enrollment Agreement - Terms and Conditions

In addition to any agreements, conditions, covenants, certifications, documents, disclosures and notices you received and consented to, including the OptumHealth Financial Services, Inc., Internet Website Terms of Use ("Website Terms"), the following terms and conditions, as amended from time to time, shall supplement and collectively apply to and govern all use of OptumHealth Financial Services, Inc.'s Optum Pay solution, and the use of any product or service provided in connection therewith (collectively the "Optum Pay Services"). In these terms and conditions, the words "you" and "your" means the organization, entity or entities, and individuals identified on the enrollment you submitted to us or that you subsequently identify as a primary or other user and the words "we," "our," "us" refers to OptumHealth Financial Services, Inc., its affiliates, designees and other service providers (collectively, "Optum"). Your enrollment, registration, use or allowance of another person to use the OptumHealth Financial Services, Inc., Internet Website or Optum Pay Services signifies your acceptance and consent to be legally bound by such terms and conditions, including the terms and conditions of this document and any applicable agreement, condition, covenant, certification, document, disclosure and notice referenced herein or related thereto (collectively "Agreement").

ACH Payments. This Agreement is subject to Article 4A of the Uniform Commercial Code ("UCC"). You hereby authorize us, acting directly or indirectly on behalf of or through, any third party administrator, health care coalition, health plan carrier, or other third party carrier or payer (each a "Third Party Payer"), or any individual consumer or other person (an "Individual Payer" and collectively "Payers"), to credit or debit the account(s) listed on your enrollment (the "Account" or "Accounts"), in connection with processing transactions between you and any Payers. You agree that we may rely upon all Account information and identifying numbers provided by you to receive Optum Pay Services. We may rely on the routing and account numbers you provided even if they identify a financial institution, person or account other than the one named on your enrollment. You agree to comply with all applicable federal and state laws, regulations, rules and guidelines related

to electronic funds transfers, including without limitation, Article 4A of the UCC and the operating rules and regulations of the National Automated Clearinghouse Association. These rules provide, among other things, that payments made to you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the UCC. If we do not receive good funds in connection with any payment made to you, we are entitled to a refund from you in the amount credited to your Account and the Payer that originated or instructed such payment will not be considered to have paid the amount so credited. We are not required to give you any notice of debits or credits to your Accounts. We may make adjustments to your Accounts whenever a correction or change is required. For example, if we make an error with respect to your Account, you agree that we may correct such error immediately and without notice to you. Such errors may include, but are not limited to, reversing an improper credit to your Account, making adjustments for returned items, and correcting calculation and input errors. Our right to make adjustments shall include the right to offset amounts you owe us or a Payer against future amounts payable to you and shall not be subject to any limitations or time constraints, except as required by law.

Bank Accounts. You represent and warrant that (i) you are the owner of each of the Accounts and (ii) none of the Accounts is or will be used primarily for personal, family or household purposes.

Disclosures of Information to others. We may disclose information to Payers and third parties about you and your Account(s) and transactions as follows: (i) pursuant to agreements with Payers and other third parties that utilize Optum Pay Services or assist us in the provision of Optum Pay Services; (ii) to verify the existence and condition of an Account; (iii) as otherwise necessary for us to provide Optum Pay Services, including but not limited to, accurately effectuating payments; and (iv) as instructed by you.

Virtual Payment Card; processing fees. If you have elected to receive payments by prepaid virtual payment ("Virtual Card"), you agree: (i) that such election constitutes your consent for any Payers, including but not limited to, Third Party Payers and Individual Payers, to make payments to you by Virtual Card; (ii) that mailing of the Virtual Card constitutes payment for purposes of a Payer's compliance with applicable law; (iii) to only process Virtual Card payments using your systems; and (iv) that use of the Virtual Card is subject to and you will comply with this Agreement and the Virtual Card terms and conditions that accompany the Virtual Card. You acknowledge that that by processing a Virtual Card payment, you are subject to the terms and conditions governing card processing between you and your card service processor and that you are responsible for any charges and related third party fees, including interchange, merchant discount, or other card processing fees that may be imposed as a result of processing a Virtual Card payment through a card processor.

Security. You are responsible under this Agreement for all use of the Optum Pay Services, including but not limited to, any authorization, direction, action or failure to act by your designated contacts or any individual or entity authorized by you to transact business or otherwise utilize Optum Pay Services on behalf of your organization (an "Authorized User"), even if you did not intend for such use to occur. You authorize us to provide all information to any Authorized User and to discuss the Optum Pay Services with them. Furthermore, you agree to notify each Authorized User, at the time he or she becomes an Authorized User, that we may receive, record, exchange and use information about him or her in the same manner we do with information about you, as described herein. You shall notify us immediately in writing if any Authorized User is no longer authorized to transact business or make changes on behalf of you or your organization. You agree that: (i) we may process all instructions related to Optum Pay Services that are or appear to be submitted by an Authorized User and that such instructions are effective even if not authorized by you; (ii) you will maintain appropriate accounting and auditing procedures to protect your Account(s) from misuse; and (iii) you will promptly review all electronic statements, notices and transaction information made available to you and you shall report all unauthorized transactions and errors to us immediately.

Payer payment priority; disenrollment. If you have elected to receive payments by both ACH and by Virtual Card, the default payment method will be ACH, unless you change your preferences using our Internet website. At any time, you may dis-enroll from receiving electronic payments: (i) from a specific Third Party Payer; or (ii) from one or more Individual Payers by providing us with written notice that includes information reasonably requested by us. Upon request, we will provide you with access to a form detailing the information we need from you to process your disenrollment. Dis-enrollment and changes to your payment method preferences will be effective thirty (30) days after receipt by us of such notice or request.

Ownership. Except as provided in this Agreement, we own or license all rights, title and interests in the Optum Pay Services and any information arising from or in connection therewith. You hereby acknowledge that you shall not acquire any ownership rights in the Optum Pay Services by virtue of this Agreement.

Warranties. WE HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE OPTUM PAY SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

Indemnification. You agree to indemnify, defend and hold us harmless from and against any and all losses, liabilities, costs, damages and expenses, including litigation expenses and reasonable attorneys' fees arising from or incurred as the result of: (i) your breach of this Agreement; (ii) your unauthorized or unlawful use of the Optum Pay Services; (iii) the unauthorized or unlawful use of

the Optum Pay Services by an Authorized User; (iv) any inaccurate or incomplete data you provide or fail to provide to us; (v) your failure to timely update information; or (vi) the negligence or willful misconduct of you, your directors, officers, employees, designees, agents, affiliates and Authorized Users. You shall bear all risk of loss of records, data and materials during transit from you to us or to our agents or sub-contractors.

Limitation of Liability. Under no circumstances shall our financial responsibility for any act or failure to act by us under this Agreement exceed the fees or charges paid by you to us (excluding the portion of fees constituting pass through fees) for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall we, our parent, affiliates, subsidiaries, directors, officers, employees, agents or representatives be liable for special incidental or consequential damages or claims by you or any Payers or third party relative to the Optum Pay Services provided hereunder. We do not guarantee the payment or timing of payments. Payment is the responsibility of the particular Payer. We will not be liable if circumstances beyond our control prevent a payment, despite reasonable precautions we have taken. Such circumstances include but are not limited to, delays or losses of payments caused by telecommunications outages, actions of third parties and equipment failures. You agree that the foregoing limitation of liability is an agreed upon allocation of risk between you and us and reflects the fees, if any, we charge you to use the Optum Pay Services. You acknowledge that absent your agreement to this limitation of liability, we would not provide the Optum Pay Services to you.

Electronic communications; notice. You hereby consent to receive all communications, including statements and notifications related to payment electronically through our Internet website. Any written notice required or permitted to be given to you pursuant to this Agreement may be provided to you at the email address provided by you to us during the enrollment process. Any notice required or permitted to be given to us pursuant hereto shall be provided in writing to the following address: OptumHealth Financial Services, Inc., P.O. Box 30777, Salt Lake City, UT 84130-0777. Written notices sent by mail shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed effective seventy-two (72) hours after the same is postmarked. Notice sent by any other method shall be effective only upon actual receipt.

Amendments. We may add, remove, change or otherwise modify any term of this Agreement at any time by providing you with notice. You agree that amendments may be provided in electronic form and will be sent to your primary user's email address. We may also modify, terminate or discontinue some or all of the Optum Pay Services at any time and will provide notice of such changes only as required by applicable law.

Entire agreement. This Agreement, including the Website Terms, which are incorporated herein as a part of this Agreement, constitutes the only and entire agreement between the parties hereto

relating to the subject matter hereof and all prior negotiations, agreements and understandings relating to the subject matter hereof, whether oral or written, are superseded or canceled hereby.

Governing law and venue. The laws of the State of Minnesota shall govern this Agreement and all disputes arising hereunder or thereunder. You agree that jurisdiction and venue are proper in the State of Minnesota for the resolution of any dispute arising under this Agreement.

Arbitration. (i) As permitted by applicable law, any claim or controversy that is not resolved informally by the us shall, at the request of a party, be resolved by binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association, except to the extent modified by your enrollment and this Agreement. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under your enrollment or this Agreement shall be conducted in Minneapolis, Minnesota. The arbitrator may construe or interpret, but shall not vary or ignore the terms of this Agreement, and shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because this Agreement, including your enrollment and Website Terms affects interstate commerce, the Federal Arbitration Act applies; and (ii) No dispute resolution proceeding between you and Optum shall be permitted to be conducted in a class, representative, or private attorney general action, nor may any such proceeding be consolidated with any other dispute. Optum and you agree that any claims related to the validity of this class waiver shall only be resolved by a court of competent jurisdiction located in Minneapolis, Minnesota.

Severability. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

Miscellaneous. The relationship between both parties under your enrollment and this Agreement is that of independent contractor. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between the parties hereto. You shall not assign your enrollment or this Agreement, directly or by operation of law, without our prior written consent. Any attempted assignment without such consent shall be void. No waiver or failure to exercise any option, right, or privilege under your enrollment or this Agreement shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. You agree to cooperate fully with us in furnishing any information, documentation or performing any action requested by us. You shall furnish us, upon forty-eight (48) hours' notice, with true, accurate and complete copies of such records, documentation or any other information we or our authorized employees, representatives, agents and any regulatory agencies may request; provided, however, that you shall not be required to divulge any records to the extent prohibited by applicable law.

Important Information

CARES Act Provider Relief Fund

Details

Support

Contact Us

Feedback

Accessibility

Accessibility Statement

[Terms Of Use](#) | [Privacy Policy](#)

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HRSA
Health Resources & Services Administration

20- 0713

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

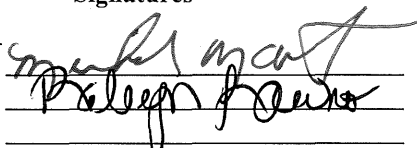
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BGRV 440 042820*452
BGEX 440 042820*1320

FUND 1307 - FIRE RESCUE CARES PROVIDER RELIEF FUND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 04/27/2020	REMAINING BALANCE
<u>Receipts and Balances</u>								
1307-440-4314-3161	Fed Grant-Health CARES Act	0	0	760,996		760,996	0	760,996
	Total Receipts and Balances	<u>0</u>	<u>0</u>	<u>760,996</u>	<u>0</u>	<u>760,996</u>		
<u>Appropriations & Expenditures</u>								
1307-440-4314-4900	Hurricane/Disaster Expenses	0	0	760,996		760,996	0	760,996
	Total Appropriations & Expenditures	<u>0</u>	<u>0</u>	<u>760,996</u>	<u>0</u>	<u>760,996</u>		

Fire Rescue
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	4/30/2020

By Board of County Commissioners
At Meeting of 05/05/2020
Deputy Clerk to the
Board of County Commissioners