

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: February 5, 2013	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Ryan White Part A

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Memorandum of Agreement (MOA) with the State of Florida, Department of Health, for the period January 1, 2013, through February 28, 2013, in an amount not to exceed \$700,000 for the costs of purchase and distribution of drugs for Ryan White Clients in Palm Beach County participating in the AIDS Drug Assistance Program (ADAP State Program).

**Summary:** This MOA will provide a funding allocation to the ADAP State Program from the Ryan White HIV Care Part A grant funds provided to Palm Beach County by the Health Resources Services Administration (HRSA). A total HRSA grant amount of \$9,185,596 was provided to the County this contract year. The ADAP State Program provides life-sustaining drugs to uninsured individuals living with HIV/AIDs and to individuals that do not have adequate prescription coverage. The allocation of Ryan White funds will help alleviate a shortfall in ADAP funding and ensure that Palm Beach County residents receive the needed HIV/AIDS prescription medication. Funds are available for this purpose under the grant and must be utilized by the end of the contract year, February 28, 2013. No County match is required. Countywide (TKF)

**Background and Justification:** Under the Ryan White Part A Treatment Extension Act of 2009, the Palm Beach County HIV CARE Council establishes priority service areas and assigns funding percentages for medical and support services for residents of Palm Beach County who are living with HIV/AIDS. The Department has selected agencies to receive funding in accordance with the service priorities and funding allocations designated by the Palm Beach County HIV CARE Council. Palm Beach County Board of County Commissioners has been receiving this grant since 1994, and has assisted thousands of persons living with HIV/AIDS with medical and support services.

**Attachments:** Memorandum of Agreement

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Recommended By:  1/17/13  
Date  
Department Director

Approved By:   
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	700,000				
External Revenue	(700,000)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account No.:

Fund 1010 Dept 142 Unit 1475 Object Var. Program Code Var. Program Period GY12

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

C. Departmental Fiscal Review: Tmal  
Taruna Malhotra, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

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

[Signature] 1/22/13  
OFMB

cc  
1/18/13  
[Signature]  
1-18-13

[Signature] 1/22/13  
Contract Development and Control  
This Agreement is  
retroactive.

**B. Legal Sufficiency:**

[Signature] 1/23/13  
Chief Assistant County Attorney

**C. Other Department Review:**

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

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

Memorandum of Agreement,

Between

**The Florida Department of Health**  
*AIDS Drug Assistance Program (ADAP State Program)* and

**Palm Beach County, FL through its Board of County Commissioners**  
**(Ryan White Part A Grantee Office Palm Beach County, Florida - Part A Grantee)**

This Memorandum of Agreement (MOA) is between **the ADAP State Program** and the Part A Grantee, as administered by Palm Beach County Florida, a charter county and political subdivision of the State of Florida on behalf of the Palm Beach County EMA. The Part A Grantee and the ADAP State Program both serve eligible Ryan White clients located in the Palm Beach County EMA (Clients). This MOA addresses the Part A Grantee's reimbursement of the ADAP State Program for the costs of purchase and distribution of drugs on the ADAP formulary by the ADAP State Program to Clients. The time frame for incurring reimbursable costs is from January 1, 2013 through February 28, 2013 and is unaffected by date of full execution of this MOA.

**ADAP State Program agrees to:**

- ❑ Only request reimbursement for purchase and distribution of drugs on the ADAP formulary for Clients incurred between January 1, 2013 and February 28, 2013.
- ❑ Request reimbursement by monthly invoice which shall include the unique Client identifiers, dates of services, medications provided, and the total cost to serve the Clients for the month for which reimbursement is requested (Complete Monthly Invoice).
- ❑ Mail, telefax or email one Complete Monthly Invoice to the Part A Grantee on or before the 10th working day of the month following the month this MOA is executed, and thereafter, on or before the 10<sup>th</sup> working day of the month following the month in which the service was delivered.
- ❑ Serve all eligible Ryan White clients located in Palm Beach County.

**Part A Grantee agrees to:**

- ❑ Reimburse the ADAP State Program the Complete Monthly Invoices up to a total of \$700,000.00.
- ❑ Upon receipt of each Complete Monthly Invoice, to process the Complete Monthly Invoice for payment in accordance with Chapter 218 Part VII, Florida Prompt Payment Act, Florida Statutes. Late invoicing does not effect the Part A Grantee's obligations hereunder, which shall still be processed in accord with the previous sentence.

**HIPAA:** Where applicable, all parties to this Agreement will comply with the Health Insurance Portability and Accountability Act (HIPAA), as well as all regulations promulgated there under (45CFR Parts 160, 162, and 164).

This Agreement may be terminated without cause by either party with no less than thirty (30) days notice, unless a lesser time is mutually agreed to by both parties. Termination with cause (breach of agreement) may result in a lesser time, as determined by both parties. Under this Agreement, any termination notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Termination shall not affect any obligations hereunder that are incurred prior to the date and hour of termination, nor shall it affect the schedule for invoicing and payment.

**IN WITNESS WHEREOF**, In witness thereof, the parties hereto have caused this Agreement to be executed by their authorized representatives.

**ATTEST:**

**Sharon R. Bock**  
Clerk and Comptroller

**PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

BY \_\_\_\_\_  
Steven L. Abrams, Chairman

**WITNESS:**

**AGENCY:**

\_\_\_\_\_  
Signature

Florida Department of Health AIDS  
Drug Assistance Program  
Agency's Name Typed

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

Kevin Sherin MD, MPH, MBA, FACPM  
Agency's Signatory Name Type

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

Interim Director, Disease Control  
and Health Protection Florida  
Department  
Agency's Signatory Title Typed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

\_\_\_\_\_  
Chief Assistant County Attorney

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Channell Wilkins, Director