

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: June 23, 2015	<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:** Contract for Provision of Ryan White Part A HIV Health Support Services with the AIDS Healthcare Foundation, Inc., for the period March 1, 2015, through February 29, 2016, in an amount not to exceed \$91,329, to provide certain services for the health and support of persons with HIV Spectrum Disease.

**Summary:** A notice of grant award was received on February 6, 2015, from the U.S Health and Human Services Health Resources Services Administration (HRSA), issuing a partial award in the amount of \$5,975,290 in Formula, Supplemental and Minority AIDS Initiative (MAI) funding. An additional grant award will be issued at a later date. This contract is being funded based on level funding from the prior grant year. The contract will be amended and the budget will be aligned once the final notice of award has been received. This agency is selected and recommended for contracting through the Request for Proposal (RFP) process. The contract covers services for HIV affected clients including early intervention services, outpatient/ambulatory medical care and laboratory diagnostic testing. No County funds are required. (Ryan White) Countywide (HH)

**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. Palm Beach County is responsible for the RFP and selecting and contracting with the selected service providers. The RFP process for this grant cycle has been completed and the listed agencies have been selected to receive funding in accordance with the service priorities and funding allocations designated by the Palm Beach County HIV CARE Council. HRSA has issued the GY2015 award to serve persons living with HIV/AIDS.

**Attachments:** Contract for Provision of Ryan White Part A HIV Health Support Services

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Recommended By:		<u>6/2/15</u>
	Department Director	Date

Approved By:		<u>6/3/15</u>
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	52,971	38,358			
External Revenue	(52,971)	(38,358)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			

# 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 8201 Program Code RW37 Prog. Period GY15

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

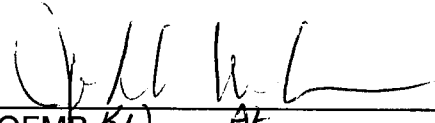
Funding source is the U.S. Department of Health and Human Services. No County funds are required.


### C. Departmental Fiscal Review:

Taruna Malhotra, Director, Financial & Support Svcs

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

  
OFMB AK  
5/29/15

  
Contract Development and Control  
6-2-15 B. Cheeler

### B. Legal Sufficiency:

  
Assistant County Attorney

### C. Other Department Review:

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

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

**CONTRACT FOR PROVISION OF RYAN WHITE PART A  
HIV HEALTH SUPPORT SERVICES**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_ 2015, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **AIDS Healthcare Foundation, Inc.** hereinafter, referred to as the AGENCY, a Florida non-profit corporation, authorized to do business in the State of Florida, whose address is **2605 West Atlantic Ave, #D101, Delray Beach, FL 33445** and whose Federal ID is 95-4112121.

Whereas, the COUNTY is the recipient and designated GRANTEE ADMINISTRATOR of U.S. Government funds being provided under the " Ryan White HIV/AIDS Treatment Extension Act of 2009 "; and

Whereas, the AGENCY has proposed providing certain services for the health and support of persons with HIV Spectrum Disease;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

**ARTICLE 1 - SERVICES TO BE PROVIDED BY THE AGENCY**

The AGENCY agrees during the term of this Contract to provide, within Palm Beach County, services to assist persons with HIV Spectrum Diseases by providing service as set forth in the Exhibit "A" Work Plan, attached hereto and summarized below:

- A. **Early Intervention Services**—Will be reimbursed at the actual cost of Early Intervention Services in the monthly submission of the general ledger. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses, per Ryan White grant guidelines, shall not exceed ten percent (10%) and shall be reimbursed at the actual cost of Early Intervention Services as presented in the monthly submission of the detailed general ledger and corresponding check register. The total reimbursable Early Intervention Services not-to-exceed amount is \$41,585.
- B. **Outpatient/Ambulatory Medical Care** – Will be reimbursed at the actual cost of Outpatient/Ambulatory Medical Care services in the monthly submission of the general ledger. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses, per Ryan White grant guidelines, shall not exceed ten percent (10%) and shall be reimbursed at the actual cost of Outpatient/Ambulatory Medical Care services as presented in the monthly submission of the detailed general ledger and corresponding check register. The total reimbursable Outpatient/Ambulatory Medical Care not-to-exceed amount is \$26,509.
- C. **Laboratory Diagnostic Testing** – Will be reimbursed at the actual cost of Laboratory Diagnostic Testing services in the monthly submission of the general ledger. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses, per Ryan White grant guidelines, shall not exceed ten percent (10%) and shall be reimbursed at the actual cost of Laboratory Diagnostic Testing services as presented in the monthly submission of the detailed general ledger and corresponding check register. The total reimbursable Laboratory Diagnostic Testing not-to-exceed amount is \$23,235.

The AGENCY shall coordinate its services with the Palm Beach County Department of Community Services (the "DEPARTMENT"), and shall submit all invoices, reports and records to the DEPARTMENT as specifically set forth in the Exhibit "A", Work Plan and Article 10, hereof.

## **ARTICLE 2 - REPORTING REQUIREMENTS**

The AGENCY must maintain separate financial records for Ryan White HIV/AIDS Treatment Extension Act of 2009 funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Ryan White fund cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis.

## **ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE**

The COUNTY shall pay to the AGENCY as reimbursement of the AGENCY'S expenses for services rendered, an amount not to exceed Ninety-One Thousand Three Hundred and Twenty-Nine Dollars (\$91,329). The AGENCY will bill the COUNTY on a monthly basis, by the twentieth (20th) working day of each month, for services performed at actual cost of service provided, based on Exhibit "B" which is provided as additional information. Failure to submit monthly Service Utilization Reimbursement Requests and required reports in a manner deemed correct and acceptable by the COUNTY, by the twentieth (20th) working day of each month following the month in which services were delivered shall deem the Service Provider(s) in non-compliance with this covenant and at the option of the COUNTY, the Service Provider will forfeit its claim to any reimbursement for that specific month's reimbursement request or the COUNTY may invoke the termination provision in this contract. Any travel authorized for reimbursement must meet the condition set forth in Section 112.061, Florida Statutes and Palm Beach County PPM #CW-F-009. All Requests for Payment under the terms of this Contract shall include documents acceptable to the Department of Community Services. The final invoice under this contract must be labeled "Final Invoice" and must be received by the COUNTY not later than March 31, 2016.

Invoices received from the AGENCY pursuant to this Contract will be reviewed for authenticity and accuracy and approved by the Community Services Department, to verify that services have been rendered in conformity with Contract and then will be sent to the Finance Department for payment. Invoices must reference the Document Number under which this Contract was approved. Budget changes within the designated contract can be approved, in writing, by the Director of Community Services Department at his discretion for up to ten percent (10%) of the total contract amount during the contract period. Budget changes within an individual program, not affecting the total contract amount, are allowed with the approval of the Department Director. Budget changes in excess of ten percent (10%) of the total contract amount during the contract period must be approved by the Palm Beach County Board of County Commissioners.

## **ARTICLE 4 - SCHEDULE**

The AGENCY shall commence services on March 1, 2015 and complete all services on February 29, 2016, unless this contract has been previously terminated or extended.

## **ARTICLE 5 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County, and received from the United States Government under the Ryan White HIV/AIDS Treatment Extension Act of 2009.

## **ARTICLE 6 - INSURANCE**

Prior to execution of this contract by the COUNTY, the AGENCY must obtain all insurance required under this article and have such insurance approved by the COUNTY'S Risk Management Department.

Unless otherwise specified in this Contract, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as County's review or acceptance of insurance maintained by Agency are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agency under Contract.

- A. Commercial General Liability The AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any

endorsement excluding Contractual Liability or Cross Liability unless granted by COUNTY'S Risk Management Department. AGENCY agrees this coverage shall be provided on a primary basis.

- B. Business Automobile Liability The AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended to require the AGENCY to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY agrees this coverage shall be proved on a primary basis.
- C. Worker's Compensation & Employer's Liability The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- D. Professional (Errors & Omissions) Liability The AGENCY shall maintain professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statement. . For policies written on a "Claims-Made" basis, AGENCY 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, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- E. Additional Insured The AGENCY shall endorse the COUNTY as an additional Insured with CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services". AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. Certificate of Insurance The AGENCY shall deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within fifteen (15) calendar Days after receipt of Notification of Intent to Award, but in no event, later than the execution of the Contract by the County. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s). Certificate Holder shall read:
- Palm Beach County Board of County Commissioners  
c/o Department of Community Services  
810 Datura Street Suite 200  
West Palm Beach, FL 33401  
Attn: Ryan White Program Manager
- G. Right to Review & Adjust The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to periodically review, modify, reject or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the life of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 7 - INDEMNIFICATION**

The AGENCY shall 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 CONSULTANT.

The AGENCY further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the AGENCY not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable. In particular, AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds which the COUNTY is obligated to refund the Federal Government arising out of the conduct of activities and administration by the AGENCY. The AGENCY also agrees that funds made available pursuant to this Contract shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 8 - WARRANTY/PERSONNEL**

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the Agency's ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. Agencies shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple funding sources.

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

#### **ARTICLE 9 - NONDISCRIMINATION**

The AGENCY warrants and represents that all of its employees 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, or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

#### **ARTICLE 10 - AGENCY'S PROGRAMMATIC AGREEMENTS**

In addition to its other obligations hereunder, the AGENCY agrees:

1. To allow COUNTY through its Community Services Department to monitor AGENCY to assure that its goals and conduct as outlined in the Work Plan, Exhibit "A", are adhered to. Non-compliance may impact future contract awards and/or funding level.
2. To maintain service records reflecting and including client intake, service, treatment plan or agreement and client level data including the following: unduplicated client identifier, sex, age, race or ethnicity, mode of HIV transmission, indicators of severe need, and zip code of residence.
3. To allow COUNTY access to Part A chart and service records for the purpose of contract monitoring of AGENCY service goals and other program agreements.

4. To maintain client records containing evidence of financial screening for benefit and entitlement eligibility every six (6) months, including Medicaid and Medicare (Part D), including documentation of NO other resources, indicating their qualification for Part A services.
5. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.
6. To comply with Federal and County needs assessment and Ryan White Service Report (RSR) requirements (basic computer equipment needed).
7. The AGENCY must maintain separate financial records for Ryan White HIV/AIDS Treatment Extension Act of 2009 funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs.  
**Ryan White fund cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger for each service category on a monthly basis.**
8. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.
9. AGENCY must submit any and all reports to the County for each individual service. These reports must include, but are not limited to the following:
  - a. Monthly Women, Infants, Children, Youth (W.I.C.Y.) Report
  - b. Participation in Client Satisfaction Survey
  - c. Monthly Report/Request for Reimbursement (monthly)
  - d. Data elements for the Annual Ryan White HIV/AIDS Program Service Report (RSR) due **2/15/16**
  - e. Special requirements for information (as required)
  - f. Quarterly Provider Report

All reports are subject to on-site verification and audit of grantee records. Copies of the required forms will be supplied to the AGENCY. Failure to submit completed reports will result in a delay in payment and/or termination of this Contract.
10. AGENCY must comply with Part A, Ryan White HIV/AIDS Treatment Extension Act of 2009 and applicable Federal, State and local statutes, as may be amended. Non-compliance may impact future contract awards and /or funding level. Including, but not limited to;
  - a. Clients receiving Part A services must provide eligibility documentation, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Ryan White eligibility manual.
  - b. If the AGENCY receiving Part A funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving Part A services must conform to statutory limitations.
  - c. The AGENCY must participate in a community-based continuum of care. A continuum of care is defined as: A comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psycho social service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.
  - d. The AGENCY must comply with the Minimum Eligibility Criteria for Palm Beach County for HIV/AIDS Services as approved by the HIV/AIDS CARE Council.
  - e. The AGENCY must comply with the Service Standards of Care, as adopted by the HIV/AIDS CARE Council.
  - f. The AGENCY must participate in Quality Management activities initiated by the Palm Beach County Department of Community Services and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services (Standards of Care) delivered through Ryan White HIV/AIDS Treatment Extension Act of 2009 funding. All agencies are responsible for establishing and maintaining a quality management

program that enables the Grantee and HIV CARE Council to monitor disease trends and health status changes for clients living With HIV disease. **Track outcomes for each client by but not limited to: 1. number of clients/patients that access primary medical care and maintain adherence after initial contact with case management 2. track clients CD4 levels and viral loads according to the Standards of Care while continuing to maintain visits to primary medical care.** All agencies are expected to identify problems in service delivery that impact health-status outcomes at the client and system levels. Corrective actions, if required, should be initiated by the Agency and Coordinated with the Grantee and its Quality Management Program. All agencies and any vendors it enters into a contract with to provide Ryan White HIV/AIDS Treatment Extension Act of 2009 services are expected to participate in quality assurance and evaluation activities.

11. AGENCY agrees that funds received under the contract shall be utilized as the payer of last resort and must be able to provide supporting documentation that all other available funding resources were utilized prior to requesting funds under this Contract.
12. AGENCY agrees that their allowable administration costs as per Ryan White grant guidelines will not exceed 10% of the contracted amount.
13. Ryan White funds received pursuant to this contract may not be expended with any for-profit entity if there is a non-for-profit entity available to provide quality service. Expenditure with a for-profit entity will require documentation that there were no not-for-profit entities available to provide the quality service.
14. To submit an Annual Audit by an Independent Certified Public Accountant completed within 180 days after the end of the AGENCY'S fiscal year in accordance with Federal requirements and showing Ryan White Part A funds separately.
15. To comply with Health Insurance Portability Accountability Act (HIPAA).
16. Agree to sharing data, per the Data Sharing Agreement, within the Ryan White Part A client database on an as needed basis.
17. To attend all meetings, which will be scheduled no more than monthly, with COUNTY staff and other funded agencies, to develop their respective programs as well as work to develop a comprehensive approach to HIV/AIDS care.
18. Comply with the Health Resources Services Administration (HRSA) Monitoring Standards, as posted on <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>. The standards are subject to change periodically.
19. Funds shall not be used to:
  - a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
    - I. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
    - II. By an entity that provides health services on a prepaid basis.
  - b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.
  - c. Make payments to recipients of services, except in the form of food or vouchers, or for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in grantee and planning council activities.
20. Develop and maintain a current and complete asset inventory list and depreciation schedule For assets purchased directly with Ryan White Part A funds.



21. Have policies in place to monitor any subcontractor providing services on behalf of the Agency paid with Ryan White Part A funds. Subcontracting agreements shall be documented between an Agency and Subcontractor with a signed agreement detailing the services to be rendered, length of contract, and payment amounts.
22. Agencies are permitted to utilize an indirect cost rate to charge administrative costs provided their plan has been submitted to the County during the budget process and approved for use.

#### **ARTICLE 11 - DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1. above.
4. In the statement specified in Item Number 1. above, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

#### **ARTICLE 12 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 13 - AMENDMENTS TO FUNDING LEVELS**

This contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

Agency shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided. A 10% increase over the monthly expenditure rate must be pre-approved by the Grantee. The anticipated rate of expenditure will be

figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the Agency shall have expended at a minimum twenty percent (20%) of their service dollars. If the minimum has not been expended ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction of the discretion of the County.

At one half of the service period the Agency shall have expended at a minimum forty percent (40%) of their service dollars. If the minimum has not been expended fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction of the discretion of the County.

At three quarters of the service period the Agency shall have expended at a minimum seventy five percent (75%) of their service dollars. If the minimum has not been expended one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction of the discretion of the County.

Agency may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

At anytime during the term of this Contract, if the Agency indicates in a written notice they will not be able to spend a portion of the contracted amount in any or all of the service categories, the Department Director or designee is authorized to decrease the funding amount without the need for an amendment to the this Contract. The Department Director shall provide written notice to the Agency of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of this Contract. All remaining terms and conditions of this Contract shall remain in full effect throughout the term of the Contract.

#### **ARTICLE 14 - TERMINATION**

This Contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

In the event the grant to the COUNTY under the Ryan White HIV/AIDS Treatment Extension Act of 2009 is suspended or terminated, this Contract shall be suspended or terminated effective on the date the United States Department of Health and Human Services specifies.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and

without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - AMERICANS WITH DISABILITIES (ADA)**

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

#### **ARTICLE 17 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 18 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- a. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Ryan White Part A Program Manager  
Palm Beach County Department of Community Services  
810 Datura Street Suite 200  
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Ryan White Program Manager and Financial Analyst.

- d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within 180 days after the end of the AGENCY's fiscal year.

- f. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit C" on accounting for all funds expended hereunder no later than 30 days from the contract end date.
- g. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the County.
- h. AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

#### **ARTICLE 19 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective AGENCY official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

#### **ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Work Plan has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract, this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 21 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Agency, 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 interference or impeding any investigation shall be

in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 22 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

#### **ARTICLE 23 - SCRUTINIZED COMPANIES**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

#### **ARTICLE 24 - NOTICES**

All notices required in this Contract shall be sent by Certified Mail, Return Receipt Requested, and if sent to the COUNTY shall be mailed to:

Ryan White Part A  
Palm Beach County Department of Community Services  
810 Datura Street Suite 200  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Michael Weinstein, Executive Director  
AIDS Healthcare Foundation, Inc.  
6255 West Sunset Blvd., 21<sup>st</sup> Floor  
Los Angeles, CA 90028

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

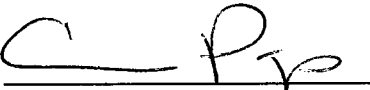
ATTEST:

Sharon R. Bock  
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

BY \_\_\_\_\_  
Shelley Vana, Mayor

WITNESS:  
  
Signature

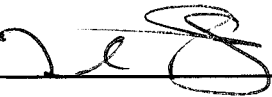
AGENCY:  
AIDS Healthcare Foundation, Inc.  
Agency's Name Typed

CORINA POP  
Witness Name Typed

Michael Weinstein  
Agency's Signatory Name Typed

954112121  
Agency's Federal ID Number

Executive Director  
Agency's Signatory Title Typed

BY 

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
Assistant County Attorney


APPROVED AS TO TERMS  
AND CONDITIONS  
  
Channell Wilkins, Director  
Palm Beach County  
Department of Community Services

Exhibit A

AIDS Healthcare Foundation, Inc. (AHF)

#	Agency	Service	# to be served	# of units	Objective/s	Activities	Non-Duplicating Statement: Indicate any other program in your agency or other agency in the community which provide similar services. Explain how you will avoid duplication of services, or why additional units of services are needed.	Impact Statement: When the objective is accomplished, what impact will it have?
1	AIDS Healthcare Foundation Inc.	Outpatient/Ambulatory Medical Care	33	167	<p>1. By the end of month 12, at least 90% of clients will have had a minimum of 2 medical appointments with an HIV medical provider.</p> <p>2. By the end of month 12, at least 90% of clients will be classified as "retained in care" (i.e. will have visited an AHF healthcare center for an appointment at least once in the past six months or have an upcoming appointment scheduled).</p> <p>3. By the end of month 12, at least 75% of clients on antiretroviral treatment will achieve viral suppression.</p>	<p>Client referral to treatment by AHF or other local agencies.</p> <p>Maintain contact with Client, including maintaining updated contact information to promote successful enrollment and retention in care.</p> <p>Conduct regular Client visits with an HIV physician, adherence counseling and support, consistent screening for non-medical needs, and retention support.</p> <p>Newly enrolled clients will be seen by the physician every three months or as indicated for treatment of HIV disease and prophylaxis/treatment of opportunistic infections, monitoring of CD4 and VL, needed prophylaxis and/or treatment of opportunistic infections.</p> <p>Provide Client counseling on treatment regimens and medications.</p> <p>Conduct multidisciplinary staff meetings in order to ensure optimal health outcomes for clients with high acuity and facing multiple barriers to care.</p> <p>Assist clients with referrals to appropriate specialty medical care based on client needs.</p> <p>Provide clients with reminder calls prior to each medical appointment.</p> <p>Follow up with clients who have missed their appointment in order to reschedule, and engage in tracking of client retention.</p>	<p>AHF is aware of multiple agencies providing HIV-related outpatient/ambulatory medical care in Palm Beach County, including Comprehensive AIDS Program of Palm Beach County, Inc. (CAP), A.G. Holley Hospital (only for TB/HIV co-infected clients), the Palm Beach County Health Department, Compass, Inc. (through referrals only), Oakwood Center of the Palm Beaches, Inc., Foundcare Health Center, the Healthcare District of Palm Beach County, and multiple private physicians. Additional units of service are needed in order to provide lifesaving medical care to some of the estimated 30% of PLWH/A in Palm Beach County who are currently out of care. There is also a need for more comprehensive medical care and increased retention efforts. In the last Comprehensive Needs Assessment for Palm Beach County, it was reported that only 32% of individuals who had missed a medical appointment reported that a medical staff member "always" called them to reschedule an appointment. AHF will bring a more comprehensive model of outpatient medical care to Palm Beach County, focused on client retention and adherence in order to improve client health outcomes.</p>	<p>The provision of outpatient medical care services according to AHF's model of care will greatly increase client retention in care and improve client health outcomes. AHF will bring a comprehensive model of outpatient medical care to Palm Beach County, supporting clients in their entry into and ongoing retention in care. AHF's model of care engages clients, encouraging them to become an active participant in their own care and thereby increasing client retention.</p>
2	AIDS Healthcare Foundation Inc.	Laboratory Diagnostic Testing	68	420	<p>1. By the end of month 12, at least 90% of clients will have had a minimum of 3 lab tests to determine disease stage and monitor health indicators.</p> <p>2. By the end of month 12, at least 90% of sexually active clients will have been screened for STIs, thereby improving health outcomes and reducing risk of co-infection.</p> <p>3. By the end of month 12, at least 90% of clients with a CD4 count of under 200/mm3 will receive lab tests to screen for opportunistic infections.</p>	<p>Client referral to treatment by AHF or other local agencies.</p> <p>Maintain contact with Client, including maintaining updated contact information to promote successful enrollment and retention in care.</p> <p>Conduct regular Client visits with an HIV physician, adherence counseling and support, and retention support.</p> <p>Order laboratory diagnostic testing protocols at regular intervals per HAB/HRSA guidelines, prompted in the electronic medical record (EMR).</p> <p>Provide draws for all laboratory diagnostic testing at AHF's Palm Beach County healthcare centers.</p> <p>Refer clients to diagnostic imaging services as appropriate.</p> <p>Input all lab results into the client's medical record.</p>	<p>AHF is not aware of agencies providing laboratory diagnostic testing in Palm Beach County, but assumes that agencies providing outpatient medical care may also provide laboratory services. These agencies include Comprehensive AIDS Program of Palm Beach County, Inc. (CAP), A.G. Holley Hospital (only for TB/HIV co-infected clients), the Palm Beach County Health Department, Compass, Inc. (through referrals only), Oakwood Center of the Palm Beaches, Inc., Foundcare Health Center, the Healthcare District of Palm Beach County, and multiple private physicians. Additional units of service are needed in order to provide lifesaving medical care, including laboratory diagnostic testing, to some of the estimated 30% of PLWH/A in Palm Beach County who are currently out of care. There is also a need for comprehensive care, which includes laboratory services. AHF's provision of medical care brings laboratory services in-house, guaranteeing increased access to services for clients.</p>	<p>The provision of laboratory services will enable AHF to provide a comprehensive model of outpatient medical care to clients, thereby guaranteeing increased access to services and improving quality of life. By bringing laboratory services in-house, AHF will remove the barrier to regular lab tests which faces clients who have transportation issues. The co-location of laboratory diagnostic testing will enable medical providers to closely monitor client disease states and adherence to medications, thereby enabling providers to adjust medication regimens as needed and address possible difficulties with medication adherence.</p>

Page 2 of 2



EXHIBIT B		
AIDS HEALTHCARE FOUNDATION, INC.		
EARLY INTERVENTION		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY15		
ACCT #	TITLE	BUDGET AMOUNT
<b>PROGRAM EXPENSES</b>		
140.1201	Regular Salaries and Wages	\$ 38,298
140.2101	FICA	
140.2201	Retirement Contributions	
140.2301	Life and Health Insurance	
140.2401	Workers Compensation	
140.2501	Unemployment Compensation	
140.3101	Professional Services	
140.3103	Medical/Health Care and Nutrition Services	
140.3118	Dental Services	
140.3125	Legal Services	
140.3126	Interpreter Services	
140.3127	Health Disabilities	
140.3140	Consultant Services	
140.3201	Audit Services	
140.3203	Accounting and Consulting Services	
140.3401	Other Contractual Services	
140.3419	Contracted Food	
140.3421	Training	
140.3431	Laboratory Testing	
140.3438	Emergency Assistance	
140.4001	Travel Per Diem and Mileage	
140.4101	Communication Services	
140.4200	Child Transportation Services	
140.4201	Other Transportation	
140.4205	Postage/Shipping	
140.4301	Utilities	
140.4401	Rent	
140.4405	Rent-Other Equipment	
140.4601	Repair and Maintenance	
140.4701	Printing and Graphics	
140.4909	Licenses, Permits and Certifications	
140.4932	Parent Activity	
140.4945	Advertising	
140.5101	Office Supplies	
140.5111	Office Furniture And Equipment	
140.5121	Data Processing Software/Accessories	
140.5201	Materials/Supplies Operating	
140.5202	Janitorial Supplies	
140.5230	Medicine and Drugs	
140.5231	Medical-Surgical Supplies	
140.5233	Laboratory Supplies	
140.5242	Food Prep and Serving Supplies	
140.5243	Personal Care Items	
140.5244	Food and Dietary	
140.5401	Books, Publications and Subscriptions	
140.5402	Educational Training Materials	
140.5412	Dues and Memberships	
140.6401	Machinery and Equipment	
140.6405	Data Processing Equipment	
140.6406	Data Processing Software	
140.8000	Unit Cost - Direct Services	
<b>Total Program Expenses</b>		\$ 38,298

EXHIBIT B		
AIDS HEALTHCARE FOUNDATION, INC.		
EARLY INTERVENTION		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY15		
<b>ADMIN EXPENSES</b>		
800.1201	Salaries and Wages Regular Admin	
800.2101	FICA-Taxes Admin	
800.2105	FICA Medicare Admin	
800.2112	Other Benefits Admin	
800.2201	Retirement Contributions-FRS Admin	
800.2301	Insurance-Life and Health Admin	
800.2401	Workers' Compensation Admin	
800.2501	Unemployment Compensation Admin	
800.3201	Audit Services Admin	
800.3203	Accounting and Consulting Service Admin	
800.4001	Travel And Per Diem Admin	
800.4101	Communication Services Admin	
800.4301	Utilities Admin	
800.4401	Rent Admin	
800.5101	Office Supplies Admin	
800.5201	Materials/Supplies Operating Admin	
800.5242	Food Prep and Serving Supplies Admin	
800.6401	Machinery and Equipment Admin	\$ 1,487
800.8000	Other Administrative	\$ 1,800
800.9515	Admin Costs-Indirect	
820.1201	Salaries and Wages Regular Prgm	
820.2101	FICA-Taxes Prgm	
820.2105	FICA Medicare Prgm	
820.2112	Other Benefits Prgm	
820.2201	Retirement Contributions-FRS Prgm	
820.2301	Insurance-Life and Health Prgm	
820.2401	Workers' Compensation Prgm	
820.2501	Unemployment Compensation Prgm	
<b>Total Admin Expenses</b>	<b>(NOT TO EXCEED 10% OF BUDGET)</b>	<b>\$ 3,287</b>
<b>Grand Total</b>		<b>\$ 41,585</b>
<b>Total Admin %</b>		<b>8%</b>
<b>Total Program %</b>		<b>92%</b>

EXHIBIT B		
AIDS HEALTHCARE FOUNDATION, INC.		
OUTPATIENT/AMBULATORY MEDICAL CARE		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY15		
ACCT #	TITLE	BUDGET AMOUNT
<b>PROGRAM EXPENSES</b>		
140.1201	Regular Salaries and Wages	\$ 26,509
140.2101	FICA	
140.2201	Retirement Contributions	
140.2301	Life and Health Insurance	
140.2401	Workers Compensation	
140.2501	Unemployment Compensation	
140.3101	Professional Services	
140.3103	Medical/Health Care and Nutrition Services	
140.3118	Dental Services	
140.3125	Legal Services	
140.3126	Interpreter Services	
140.3127	Health Disabilities	
140.3140	Consultant Services	
140.3201	Audit Services	
140.3203	Accounting and Consulting Services	
140.3401	Other Contractual Services	
140.3419	Contracted Food	
140.3421	Training	
140.3431	Laboratory Testing	
140.3438	Emergency Assistance	
140.4001	Travel Per Diem and Mileage	
140.4101	Communication Services	
140.4200	Child Transportation Services	
140.4201	Other Transportation	
140.4205	Postage/Shipping	
140.4301	Utilities	
140.4401	Rent	
140.4405	Rent-Other Equipment	
140.4601	Repair and Maintenance	
140.4701	Printing and Graphics	
140.4909	Licenses, Permits and Certifications	
140.4932	Parent Activity	
140.4945	Advertising	
140.5101	Office Supplies	
140.5111	Office Furniture And Equipment	
140.5121	Data Processing Software/Accessories	
140.5201	Materials/Supplies Operating	
140.5202	Janitorial Supplies	
140.5230	Medicine and Drugs	
140.5231	Medical-Surgical Supplies	
140.5233	Laboratory Supplies	
140.5242	Food Prep and Serving Supplies	
140.5243	Personal Care Items	
140.5244	Food and Dietary	
140.5401	Books, Publications and Subscriptions	
140.5402	Educational Training Materials	
140.5412	Dues and Memberships	
140.6401	Machinery and Equipment	
140.6405	Data Processing Equipment	
140.6406	Data Processing Software	
140.8000	Unit Cost - Direct Services	
<b>Total Program Expenses</b>		\$ 26,509

EXHIBIT B		
AIDS HEALTHCARE FOUNDATION, INC.		
OUTPATIENT/AMBULATORY MEDICAL CARE		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY15		
<b>ADMIN EXPENSES</b>		
800.1201	Salaries and Wages Regular Admin	
800.2101	FICA-Taxes Admin	
800.2105	FICA Medicare Admin	
800.2112	Other Benefits Admin	
800.2201	Retirement Contributions-FRS Admin	
800.2301	Insurance-Life and Health Admin	
800.2401	Workers' Compensation Admin	
800.2501	Unemployment Compensation Admin	
800.3201	Audit Services Admin	
800.3203	Accounting and Consulting Service Admin	
800.4001	Travel And Per Diem Admin	
800.4101	Communication Services Admin	
800.4301	Utilities Admin	
800.4401	Rent Admin	
800.5101	Office Supplies Admin	
800.5201	Materials/Supplies Operating Admin	
800.5242	Food Prep and Serving Supplies Admin	
800.6401	Machinery and Equipment Admin	
800.8000	Other Administrative	
800.9515	Admin Costs-Indirect	
820.1201	Salaries and Wages Regular Prgm	
820.2101	FICA-Taxes Prgm	
820.2105	FICA Medicare Prgm	
820.2112	Other Benefits Prgm	
820.2201	Retirement Contributions-FRS Prgm	
820.2301	Insurance-Life and Health Prgm	
820.2401	Workers' Compensation Prgm	
820.2501	Unemployment Compensation Prgm	
<b>Total Admin Expenses</b>	(NOT TO EXCEED 10% OF BUDGET)	\$ -
<b>Grand Total</b>		\$ 26,509
<b>Total Admin %</b>		
<b>Total Program %</b>		100%

EXHIBIT B		
AIDS HEALTHCARE FOUNDATION, INC.		
LAB/DIAGNOSTIC		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY15		
ACCT #	TITLE	BUDGET AMOUNT
<b>PROGRAM EXPENSES</b>		
140.1201	Regular Salaries and Wages	
140.2101	FICA	
140.2201	Retirement Contributions	
140.2301	Life and Health Insurance	
140.2401	Workers Compensation	
140.2501	Unemployment Compensation	
140.3101	Professional Services	
140.3103	Medical/Health Care and Nutrition Services	
140.3118	Dental Services	
140.3125	Legal Services	
140.3126	Interpreter Services	
140.3127	Health Disabilities	
140.3140	Consultant Services	
140.3201	Audit Services	
140.3203	Accounting and Consulting Services	
140.3401	Other Contractual Services	
140.3419	Contracted Food	
140.3421	Training	
140.3431	Laboratory Testing	\$ 22,235
140.3438	Emergency Assistance	
140.4001	Travel Per Diem and Mileage	
140.4101	Communication Services	
140.4200	Child Transportation Services	
140.4201	Other Transportation	
140.4205	Postage/Shipping	
140.4301	Utilities	
140.4401	Rent	
140.4405	Rent-Other Equipment	
140.4601	Repair and Maintenance	
140.4701	Printing and Graphics	
140.4909	Licenses, Permits and Certifications	
140.4932	Parent Activity	
140.4945	Advertising	
140.5101	Office Supplies	
140.5111	Office Furniture And Equipment	
140.5121	Data Processing Software/Accessories	
140.5201	Materials/Supplies Operating	
140.5202	Janitorial Supplies	
140.5230	Medicine and Drugs	
140.5231	Medical-Surgical Supplies	
140.5233	Laboratory Supplies	
140.5242	Food Prep and Serving Supplies	
140.5243	Personal Care Items	
140.5244	Food and Dietary	
140.5401	Books, Publications and Subscriptions	
140.5402	Educational Training Materials	
140.5412	Dues and Memberships	
140.6401	Machinery and Equipment	
140.6405	Data Processing Equipment	
140.6406	Data Processing Software	
140.8000	Unit Cost - Direct Services	
<b>Total Program Expenses</b>		\$ 22,235

EXHIBIT B		
AIDS HEALTHCARE FOUNDATION, INC.		
LAB/DIAGNOSTIC		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY15		
<b>ADMIN EXPENSES</b>		
800.1201	Salaries and Wages Regular Admin	
800.2101	FICA-Taxes Admin	
800.2105	FICA Medicare Admin	
800.2112	Other Benefits Admin	
800.2201	Retirement Contributions-FRS Admin	
800.2301	Insurance-Life and Health Admin	
800.2401	Workers' Compensation Admin	
800.2501	Unemployment Compensation Admin	
800.3201	Audit Services Admin	
800.3203	Accounting and Consulting Service Admin	
800.4001	Travel And Per Diem Admin	
800.4101	Communication Services Admin	
800.4301	Utilities Admin	
800.4401	Rent Admin	
800.5101	Office Supplies Admin	
800.5201	Materials/Supplies Operating Admin	
800.5242	Food Prep and Serving Supplies Admin	
800.6401	Machinery and Equipment Admin	
800.8000	Other Administrative	
800.9515	Admin Costs-Indirect	
820.1201	Salaries and Wages Regular Prgm	
820.2101	FICA-Taxes Prgm	
820.2105	FICA Medicare Prgm	
820.2112	Other Benefits Prgm	
820.2201	Retirement Contributions-FRS Prgm	
820.2301	Insurance-Life and Health Prgm	
820.2401	Workers' Compensation Prgm	
820.2501	Unemployment Compensation Prgm	
<b>Total Admin Expenses</b>	<b>(NOT TO EXCEED 10% OF BUDGET)</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ 22,235</b>
<b>Total Admin %</b>		
<b>Total Program %</b>		<b>100%</b>

**FINANCIAL RECONCILIATION STATEMENT**

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective \_\_\_\_\_, 201\_, for \_\_\_\_\_ [describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract;

OR

☐ There were under expenditures in the amount of \$ , which pursuant to the Contract/Agreement, will be returned to Palm Beach County by **[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



AIDSHEA-01 MAHAGGERTY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293  
Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.  
505 N Brand Blvd, Suite 600  
Glendale, CA 91203

CONTACT NAME:  
PHONE (A/C, No, Ext): (818) 539-2300 FAX (A/C, No): (818) 539-2301  
E-MAIL:  
ADDRESS:

INSURED  
AIDS Healthcare  
Foundation, Inc.  
AIDS Healthcare  
Disease Mgmt of Florida  
700 SE Third Avenue 4th Floor  
Ft. Lauderdale, FL 33316

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Tokio Marine Specialty Ins Co	23850
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1299799	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1299799	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PUB491163	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab			SM902017	08/01/2014	08/01/2015	Per Claim 1,000,000
C	Retro Date:7/16/2001			SM902017	08/01/2014	08/01/2015	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida.its Officers, Employees and Agents. c/o Depru1ment of Community Services, are named additional insured with respect to the operations of the named insured. Workers Compensation coverage excluded, Evidence only.

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County Board of County Commissioners  
Attn: Ryan White Program Manger  
C/o Department of Community Services  
810 Datura Street, Suite 200  
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

AIDSH-1 OP ID: LORE

DATE (MM/DD/YYYY)  
03/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Wilson, Washburn and Forster  
16505 N.W. 13th Avenue  
Miami, FL 33169-5719  
Sarah J. Washburn

INSURED  
AIDS Healthcare  
Foundation, Inc.  
AIDS Healthcare  
Disease Mgmt of Florida  
700 SE Third Avenue 4th Floor  
Ft. Lauderdale, FL 33316

CONTACT  
NAME: Sarah J. Washburn  
PHONE  
(A/C, No, Ext): 305-666-6636  
FAX  
(A/C, No): 305-662-7778  
E-MAIL  
ADDRESS: certificates@wwfins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Comp Options Insurance Co.	10834
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N		WC810-000155-004	10/07/2014	10/07/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PALMBEA

Palm Beach County Board of  
County Commissioners c/o Dept.  
of Community Services  
810 Datura Street, Suite 200  
West Palm Beach, FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S.J. Washburn

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POLICY NUMBER : PAC0255296 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida.its Officers, Employees and Agents. c/o Depru1ment of Community Services

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. in the performance of your ongoing operations; or
- 2. in connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or