

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: July 7, 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: Emergency Contract for Provision of Ryan White Part A HIV Health Support Services with the Health Care District of Palm Beach County, for the period March 1, 2015, through February 29, 2016, in the amount not to exceed \$434,031, 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. A Ryan White Request for Proposals (RFP) was released in August 2014 for services commencing on March 1, 2015. After release of the RFP, additional information related to federal requirements for the Local Drug Reimbursement Program was received. As a result, this part of the RFP was rescinded. The prior provider of this service, the Health Care District of Palm Beach County, did not apply for funds under the RFP. Due to the rescinding of this service from the RFP, it is necessary to enter into an emergency contract with the Health Care District of Palm Beach County to ensure continued availability of medications for Ryan White clients. A new RFP for the Local Drug Reimbursement Program will be released in August 2015 for services for the period March 1, 2016 to February 28, 2018. The contract will be amended and the budget will be aligned once the final notice of award has been received. This contract covers services for HIV affected clients for the local drug reimbursement program, which includes HIV medications and nutritional supplements. 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 listed agency has 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 FY2015 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: 
Department Director Date

Approved By:  6/16/15
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	251,738	182,293			
External Revenue	(251,738)	(182,293)			
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 8101 Program Code RW52 Program 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. Budget will be aligned once the final notice of award has been received.

C. Departmental Fiscal Review:

TM
Taruna Malhotra, Director, Financial & Support Svcs

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Suey Bm
OFMB AK
6/11 6/11/15

Ann J. Jacobson 6/15/15
Contract Development and Control
6-15-15 B. Keeler

B. Legal Sufficiency:

Julene C. Heinz 6-16-15
Assistant County Attorney

C. Other Department Review:

Department Director

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

**EMERGENCY 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 the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Health Care District of Palm Beach County hereinafter, referred to as the DISTRICT, an independent Special Taxing District of the State of Florida subject to the terms of the Palm Beach County Health Care Act (2003 Fla. Laws 326-2003), whose address is 2601 10th Avenue North, Suite 100, Palm Springs, FL 33461, and whose tax ID number is 65-0145123.

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 DISTRICT 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 DISTRICT agree as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED BY THE DISTRICT

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

A. ADAP/Local Supplemental Drug and Nutritional Supplements – Will be reimbursed at the actual cost of ADAP/Local Supplemental Drug and Nutritional Supplements services as invoiced or any documents acceptable to the Palm Beach County Department of Community Services, and a dispensing fee of three dollars (\$3.00) per unit. Drug copays will be reimbursed as invoiced or any other documents acceptable to the Palm Beach County Department of Community Services. 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 ADAP/Local Supplemental Drug and Nutritional Supplements services. The total reimbursable ADAP/Local Supplemental Drug and Nutritional Supplements services not-to-exceed amount is \$434,031.

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

ARTICLE 2 - REPORTING REQUIREMENTS

The DISTRICT 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 DISTRICT/REIMBURSABLE

The COUNTY shall pay to the DISTRICT as reimbursement of the DISTRICT'S expenses for services rendered, an amount not to exceed Four Hundred Thirty Four Thousand Thirty One Dollars (\$434,031). The DISTRICT 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". 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 DISTRICT pursuant to this Contract will be reviewed for authenticity and accuracy and approved by the Department of Community Services, 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 the Department Community Services 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 during the contract period must be approved by the Palm Beach County Board of County Commissioners.

ARTICLE 4 - SCHEDULE

The DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by DISTRICT under Contract.

- A. Commercial General Liability The DISTRICT shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by COUNTY'S Risk Management Department. DISTRICT agrees this coverage shall be provided on a primary basis.
- B. Business Automobile Liability The DISTRICT shall agree to 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 DISTRICT does not own any automobiles, the Business Auto Liability requirement shall be amended to require the DISTRICT 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. DISTRICT agrees this coverage shall be proved on a primary basis.
- C. Worker's Compensation & Employer's Liability The DISTRICT shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. DISTRICT agrees this coverage shall be provided on a primary basis.
- D. Professional (Errors & Omissions) Liability The DISTRICT shall agree to maintain professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less \$500,000 per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the DISTRICT'S most recent annual report or audited financial statement. DISTRICT agrees this

coverage shall be provided on a primary basis. For policies written on a "Claims-Made" basis, DISTRICT 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, DISTRICT shall purchase a SERP with a minimum reporting period not less than 3 years. DISTRICT shall provide this coverage on a primary basis.

- E. Additional Insured The DISTRICT shall agree to endorse the COUNTY as an Additional Insured with CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services". The DISTRICT shall agree the Additional Insured endorsement provides coverage on a primary basis.
- F. Certificate of Insurance The DISTRICT shall agree to deliver the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within fifteen (15) calendar Days after receipt of Notification of Intent to Award, but in no event, later than the execution of the Contract by the County. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s). Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o 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 DISTRICT shall agree the County, by and through its Risk Management Department, reserves the right to periodically review, modify, reject or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the life of this Contract. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 - INDEMNIFICATION

The DISTRICT shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the DISTRICT, its agents, servants, or employees in the performance of this Contract.

The DISTRICT 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 DISTRICT not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable. In particular, DISTRICT 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 DISTRICT. The DISTRICT also agrees that funds made available pursuant to this Contract shall not be used by the DISTRICT for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - WARRANTY/PERSONNEL

The DISTRICT 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 DISTRICT'S key personnel or any personnel turnover which could adversely impact the DISTRICT'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 DISTRICT 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 DISTRICT 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.

DISTRICT 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 DISTRICT 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 DISTRICT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 10 - DISTRICT'S PROGRAMMATIC AGREEMENTS

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

1. To allow COUNTY through its Community Services Department to monitor DISTRICT 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, zip code of residence
3. To allow COUNTY access to Part A chart and service records for the purpose of contract monitoring of DISTRICT 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 DISTRICT must maintain separate financial records for Ryan White HIV/AIDS 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.
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. DISTRICT 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. Ryan White Part A monthly general ledger by service category
- g. 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 DISTRICT. Failure to submit completed reports will result in a delay in payment and/or termination of this Contract.

10. DISTRICT 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 DISTRICT receiving Part A funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving Part A services must conform to statutory limitations. (See Allowable Charges Chart)
 - c. The DISTRICT 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 DISTRICT 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 DISTRICT must comply with the Service Standards of Care, as adopted by the HIV/AIDS CARE Council.
 - f. The DISTRICT 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 DISTRICT and Coordinated with the Grantee and its Quality Management Program. All agencies and any vendors it enters into an 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. DISTRICT 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. DISTRICT 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 DISTRICT'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 DISTRICT paid with Ryan White Part A funds. Subcontracting agreements shall be documented between an DISTRICT 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 DISTRICT 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 DISTRICT'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 DISTRICT 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 DISTRICT 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 DISTRICT'S sole direction, supervision, and control. The DISTRICT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the DISTRICT'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 DISTRICT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this contract.

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

ARTICLE 13 - 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.

DISTRICT 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. An increase of over 10% of the monthly expenditure rate must be pre-approved with an authorized signature from the Department of Community Services. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the DISTRICT 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 at the discretion of the County.

At one half of the service period the DISTRICT 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 at the discretion of the County.

At three quarters of the service period the DISTRICT 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 at the discretion of the County.

DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the DISTRICT. Unless the DISTRICT is in breach of this Contract, the DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the DISTRICT'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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT'S place of business.

The DISTRICT 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 DISTRICT'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 DISTRICT 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 Part A Program Manager and Financial Analyst.

- d. The DISTRICT 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 DISTRICT's fiscal year.
- f. The DISTRICT 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. DISTRICT shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the DISTRICT, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 19 - STANDARDS OF CONDUCT FOR EMPLOYEES

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

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

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

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

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT

The DISTRICT agrees that the Work Plan has been developed from the DISTRICT'S funding application and that the COUNTY expects performance by the DISTRICT 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 DISTRICT 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 DISTRICT, 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 DISTRICT.

ARTICLE 23 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the DISTRICT 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 DISTRICT, 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 DISTRICT shall be mailed to:

and if sent to the DISTRICT shall be mailed to:

Ronald J. Wiewora, MD, MPH
Chief Executive Officer
Health Care District of Palm Beach County
2601 10th Avenue North, Suite 100
Palm Springs, FL 33461

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 DISTRICT 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:

Damaris Lopez
Signature

Damaris Lopez
Witness Name

DISTRICT:

Health Care District of Palm Beach County

By: RJ Wiewora MD
Signature

Ronald J. Wiewora, MD, MPH
Chief Executive Officer

5/6/2015
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

Channell Wilkins

Channell Wilkins, Director
Palm Beach County
Department of Community Services

Approved as to Form and Legal Sufficiency

By: Nicholas W. Romanello

Nicholas W. Romanello
General Counsel
Health Care District of
Palm Beach County.

#	Agency	Service	# to be served	# of units	Unit Cost, if applicable	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	Health Care	Drug Reimburs.	400	11,200		(1)	(2)	There is no program in Palm Beach County that specifically addresses the HIV infection problems in the communities where hard-to-reach individuals and under-served populations are prevalent. Due to unique religious and cultural beliefs, language barriers, immigration status, and a basic mistrust of the traditional health care system, a special approach is required to reach this segment of the community.	Impact: Improve patients' health status. i.e. viral loads or CD4 counts and increase the life span of the client. Unit of Service = One month filled prescription. Unit cost = Actual cost of the drug plus a three dollar (3.00) handling fee, per prescription. 11,200 units will be provided to Ryan White eligible clients. A unit of service includes one filled drug prescription, including information regarding dosages and adherence.
2	District of PBC	ADAP/Local Supplemental Drug and Nutritional Supplements							
3									
4									
5									
6									
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8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									

(1) To provide FDA approved prescription drugs included on the "Palm Beach County Title I Prescription Drug Formulary", and approved by the Palm Beach County HIV CARE Council, to Ryan White eligible clients; and to provide ADAP drugs (Approved by the State of Florida AIDS Drug Assistance Program and included on the ADAP formulary) to Ryan White eligible patients who are not eligible for the Florida AIDS Drug Assistance Program.

- (2)
1. Review patient eligibility for Ryan White Program pursuant to Palm Beach County HIV CARE Council adopted standards and eligibility criteria.
 2. Disseminate Ryan White Drug Assistance Formulary to all participating pharmacies and physicians (known to HCDPBC) treating HIV/AIDS infected patients.
 3. Fill prescriptions for eligible Ryan White clients.
 4. Prepare monthly reports for DUR. Review and prepare a trend analysis of pharmaceutical usage. Review billing records.
 5. Prepare demographics, utilization, and other Community Service required reports.
 6. Audit for Grant compliance.

EXHIBIT B
SELECT AGENCY
SERVICE CATEGORY
CURRENT & PROPOSED OPERATING BUDGET
FISCAL YEAR RW-GY15

ACCT #	TITLE	BUDGET AMOUNT
PROGRAM EXPENSES		
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	\$ 434,031
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	
Total Program Expenses		\$ 434,031
ADMIN EXPENSES		
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	
Total Admin Expenses	(NOT TO EXCEED 10% OF BUDGET)	\$ -
Grand Total		\$ 434,031
Total Admin %		
Total Program %		100%

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and _____ [_____] effective _____, 201_, for _____, 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

CERTIFICATE OF COVERAGE		
Certificate Holder HEALTH CARE DISTRICT OF PALM BEACH COUNTY 2601 10th AVENUE NORTH SUITE 100 PALM SPRINGS FL 33461		Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065 Issue Date 11/19/14
<small>COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT</small>		
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST		
AGREEMENT NUMBER: FMIT 0878	COVERAGE PERIOD: FROM 10/1/14	COVERAGE PERIOD: TO 10/1/15 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability <input type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input type="checkbox"/> Errors and Omissions Liability <input type="checkbox"/> Employment Practices Liability <input type="checkbox"/> Employee Benefits Program Administration Liability <input type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability Automobile Liability <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos Limits of Liability		TYPE OF COVERAGE - PROPERTY <input type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form <input type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Blanket <input type="checkbox"/> Specific <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Inland Marine <input type="checkbox"/> Electronic Data Processing <input type="checkbox"/> Bond Limits of Liability on File with Administrator TYPE OF COVERAGE - WORKERS' COMPENSATION <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A
Automobile/Equipment - Deductible <input type="checkbox"/> Physical Damage NA - Comprehensive - Auto NA - Collision - Auto NA - Miscellaneous Equipment		
Other		
Description of Operations/Locations/Vehicles/Special Items RE: Evidence of Coverage		
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.</small>		
Designated Member Health Care District of Palm Beach County 2601 10th Avenue North Suite 100 Palm Springs FL 33461		Cancellations <small>SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.</small>  AUTHORIZED REPRESENTATIVE



May 12, 2015

Anna Balla
Grant Compliance Specialist I
Palm Beach County Community Services
810 Datura Street, Suite 200
West Palm Beach, FL 33401

Re: Health Care District of Palm Beach County

To Whom It May Concern:

Please accept this letter as notification by the Health Care District of Palm Beach County (District) regarding its status as a special taxing district entitled to sovereign immunity under Florida law. I am the Chief Legal Officer to the District and am authorized to send you this response on its behalf.

The District was created by special act as an independent special taxing district to provide comprehensive planning, funding and coordination of health care services for Palm Beach County residents. The District's enabling legislation may be found at Chapter 2003-326, Laws of Florida.

As a unit of local government as defined by Chapter 198, Florida Statutes (2014), the District enjoys sovereign immunity from tort liability. This immunity is, of course, subject to the limitations set forth in Section 768.28, Florida Statutes (2014) which generally limits recover to \$200,000 per claim / \$300,000 per occurrence. Therefore, the District retains the risk of loss for any and all claims made against the District.

Trusting that the forgoing adequately responds to your inquiry, I request that you not hesitate in contacting me should I be able to provide you with any additional information.

Very truly yours,

HEALTH CARE DISTRICT OF
PALM BEACH COUNTY

Nicholas W. Romanello
Chief Legal Officer

NWR/dl

cc: Hyla Fritsch, Director of Pharmacy Services



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/25/2015

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Health Care District of Palm Beach Count 2601 10th Avenue North Suite 100 Palm Springs FL 33461-3133 USA	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 40142

COVERAGES CERTIFICATE NUMBER: 570056887724 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. Limits shown are as requested

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLA00832500	12/31/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 SIR/Deductible \$25,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			GLA00832500	12/31/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Ryan White Grant is included as Additional Insured in accordance with the policy provisions of the General Liability policy, but only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law.

CERTIFICATE HOLDER Palm Beach County Board of Commissioners c/o Department of Community Services Attn: Ryan White Program Manager 810 Datura Street West Palm Beach FL 33401 USA	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 <i>Aon Risk Services Inc. of Florida</i>
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Holder Identifier :
Certificate No : 570056887724