

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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Meeting Date: July 12, 2016	[X]	Consent	[ ]	Regular
	[ ]	Ordinance	[ ]	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 Health Care District of Palm Beach County (Health Care District), for the period March 1, 2016, through February 28, 2017, in the amount not to exceed \$119,031 to provide certain services for the health and support of persons with HIV Spectrum Disease.

**Summary:** A notice of grant award was received on January 26, 2016, from the U.S Health and Human Services Health Resources Services Administration (HRSA), issuing a partial award in the amount of \$4,189,210 in Formula 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. A leadership change at the Health Care District delayed the signing of the contract. This contract covers services for HIV affected clients including nutritional supplements, emergency financial assistance, and a drug reimbursement program. 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 GY2016 partial 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:  6/16/16  
Department Director Date

Approved By:  6/24/16  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	69,038	49,993			
External Revenue	(69,038)	(49,993)			
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 Unit1475 Object8101 Program Code RW52Program Period GY16

**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:

Taruna Malhotra, Assistant Department Director

### III. REVIEW COMMENTS

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

OFMB ET 420 *AK*  
6/22/16

*D. J. Gault* 6/23/16  
Contract Development and Control  
6/23/16 *FAR*

### 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 \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, 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), authorized to do business in the State of Florida, whose Federal Tax I.D. 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 all as set forth in the Exhibit "A", Work Plan, attached hereto.

- A. **Food Bank/Nutritional Supplements** - Will be reimbursed at the actual cost of Nutritional Supplements 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 Nutritional Supplements as presented in the monthly submission of the detailed general ledger and corresponding check register. The total reimbursable Nutritional Supplements not-to-exceed amount is \$5,000.
- B. **Emergency Financial Assistance/Prior Authorizations** - Will be reimbursed at the actual cost of Emergency Financial Assistance 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 Emergency Financial Assistance services as presented in the monthly submission of the detailed general ledger and corresponding check register. Under this service the DISTRICT is permitted to provide Emergency Financial Assistance payments for services that have been delivered outside the actual grant period. Payments can be made for back services and also to pay forward payments when payments are due within the grant period but are paying for expenses outside the grant period to bring the client current. This includes items due on the first or

tenth of the month outside the grant period, which must be issued or mailed to meet the due date. Payments are limited to essential utilities, housing, food and medications (mortgage payments are not allowed). All payments made for services rendered or to be rendered outside of the current grant year must be submitted separate from all other reimbursement requests. The total reimbursable Emergency Financial Assistance services not-to-exceed amount is \$30,000.

- C. **ADAP/Local Supplemental Drug Reimbursement Program-** Will be reimbursed at the actual cost of ADAP/Local Supplemental Drug 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 services. The total reimbursable ADAP/Local Supplemental Drug services not-to-exceed amount is \$84,031.

The DISTRICT 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 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 **ONE HUNDRED NINETEEN THOUSAND AND THIRTY ONE DOLLARS (\$119,031)**. 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" 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, 2017.

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 of 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 Director of the Department of Community Services. 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 DISTRICT shall commence services on March 1, 2016 and complete all services on February 28, 2017, 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.

DISTRICT represents that if it is self-insured as authorized by relevant Florida statutes and it meets all the requirements of such authorizing statute, it will provide a certificate of self-insurance outlining this coverage to the COUNTY.

If DISTRICT, however, is not self-insured, 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 provided 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 than \$500,000 per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of 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  
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**

Each party to this Contract shall be liable for its own actions and negligence and, to the extent permitted by law, the DISTRICT shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the DISTRICT's negligence in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, Section 768.28, nor shall the same be construed to constitute agreement by the DISTRICT to indemnify the County for the County's negligent, willful or intentional acts or omissions. The DISTRICT shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the DISTRICT in connection with this Contract. 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 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 Department of Community Services 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, and 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 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.
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. Quarterly 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 **2/15/17**
  - 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 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.
  - 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 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. DISTRICT agrees that funds received under the Contract shall be 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 nine (9) months 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:
    1. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
    2. 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

## **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, contract 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.

#### **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  
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Ryan White Program 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 (9) months 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 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 Section 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 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, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

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 Program Manager  
Palm Beach County Department of Community Services  
810 Datura Street  
West Palm Beach, Florida 33401

and if sent to the DISTRICT shall be mailed to:

Darcy J. Davis, Chief Executive Officer  
Health Care District of Palm Beach County  
2601 10<sup>th</sup> Avenue North, Suite 100  
Palm Springs, FL 33461

**ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the DISTRICT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the DISTRICT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

## **ARTICLE 26 - SUCCESSORS AND ASSIGNS**

The COUNTY and the DISTRICT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the DISTRICT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

## **ARTICLE 27 - WARRANTIES AND LICENSING REQUIREMENTS:**

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

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

The DISTRICT further represents that it has, or will secure at its own expenses, 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.

The DISTRICT represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the DISTRICT without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The DISTRICT shall comply with all legal criminal history record check regulations required for the population they serve. DISTRICT will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. DISTRICT may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the DISTRICT.

## **ARTICLE 28 - CONFLICT OF INTEREST**

The DISTRICT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The DISTRICT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The DISTRICT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the DISTRICT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the DISTRICT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the DISTRICT. The COUNTY agrees to notify the DISTRICT of its opinion by certified mail within thirty (30) days of receipt of notification by the DISTRICT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the DISTRICT, the COUNTY shall so state in the notification and the DISTRICT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the DISTRICT under the terms of this Contract.

## **ARTICLE 29 - CONTINGENT FEES**

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

## **ARTICLE 30 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

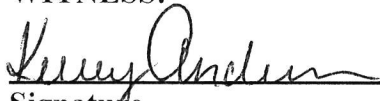
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and DISTRICT has hereunto set his/her hand the day and year above written.

ATTEST:  
Sharon R. Bock  
Clerk and Comptroller

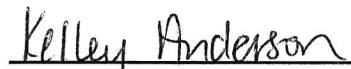
PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

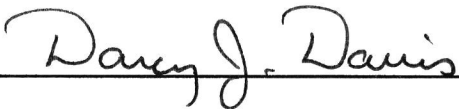
BY \_\_\_\_\_  
Deputy Clerk

BY \_\_\_\_\_  
Mary Lou Berger, Mayor

WITNESS:  
  
Signature


DISTRICT:  
Health Care District of Palm Beach County

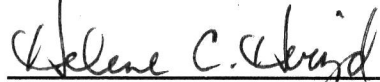
  
Witness Name Typed

  
Darcy J. Davis,  
Chief Executive Officer

65-0145123  
DISTRICT's Federal ID Number

BY \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:  
  
Christy L. Goddeau, Esq.  
Interim Chief Legal Officer

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

Health Care District of Palm Beach County

#	Agency	Service	Total # to be Served	Unit Definition	Total Units to be Provided	Estimated Unit Cost	HRSA Implementation Plan Objective	Activities	Non-Duplicating Statement: Indicate any other program in your agency or other agency in Palm Beach County which provides similar services. Explain how you will avoid duplication of services, or why additional	Impact Statement: When the objective is accomplished, what impact will it have?
1	Healthcare District of Palm Beach County	Local Drug Reimbursement/ LPAP	400	1 unit = 1 prescription, copay, or deductible	1200	\$70	a. 75% of clients receiving supplemental medications will have at least two CD4/Viral Load tests b. 100% of prescription, copay, and deductible data will be submitted at least	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.	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	Healthcare District of Palm Beach County	Emergency Financial Assistance/ Prior	40	1 unit = 1 Prior Authorization Request	120	\$250	a. 85 % of clients receiving EFA will have at least one primary care appointment annually			
3	Healthcare District of Palm Beach County	Food Bank/ Nutritional Supplements	30	1 unit = 1 nutritional supplement	300	\$17	a. 75 % of clients linked to care will have at least two CD4/Viral Load tests per year.			

**EXHIBIT B**  
**HEALTH CARE DISTRICT OF PALM BEACH COUNTY**  
**FOOD BANK/NUTRITIONAL SUPPLEMENTS**  
**CURRENT & PROPOSED OPERATING BUDGET**  
**FISCAL YEAR RW-GY16**

ACCT #	TITLE	BUDGET AMOUNT
<b>PROGRAM EXPENSES</b>		
820.1201	Regular Salaries and Wages - Prgm	
820.2101	FICA Taxes - Prgm	
820.2105	FICA Medicare - Prgm	
820.2112	Other Benefits - Prgm	
820.2201	Retirement Contributions - Prgm	
820.2301	Life and Health Insurance - Prgm	
820.2401	Workers Compensation - Prgm	
820.2501	Unemployment Compensation - Prgm	
820.4101	Communication Services - Prgm	
820.4301	Utilities - Prgm	
820.4401	Rent - Prgm	
820.8000	Other Program Costs	
820.9515	Prgm Costs - Indirect	
140.3101	Professional Services	
140.3103	Medical/Health Care and Nutrition Services	\$ 5,000
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	
140.4200	Child Transportation Services	
140.4201	Other Transportation	
140.4205	Postage/Shipping	
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>		<b>\$ 5,000</b>

EXHIBIT B		
HEALTH CARE DISTRICT OF PALM BEACH COUNTY		
FOOD BANK/NUTRITIONAL SUPPLEMENTS		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY16		
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	
Total Admin Expenses	(NOT TO EXCEED 10% OF BUDGET)	\$ -
Grand Total		\$ 5,000
Total Admin %		
Total Program %		100%

**EXHIBIT B**  
**HEALTH CARE DISTRICT OF PALM BEACH COUNTY**  
**EMERGENCY FINANCIAL ASSISTANCE/PRIOR AUTHORIZATIONS**  
**CURRENT & PROPOSED OPERATING BUDGET**  
**FISCAL YEAR RW-GY16**

ACCT #	TITLE	BUDGET AMOUNT
<b>PROGRAM EXPENSES</b>		
820.1201	Regular Salaries and Wages - Prgm	
820.2101	FICA Taxes - Prgm	
820.2105	FICA Medicare - Prgm	
820.2112	Other Benefits - Prgm	
820.2201	Retirement Contributions - Prgm	
820.2301	Life and Health Insurance - Prgm	
820.2401	Workers Compensation - Prgm	
820.2501	Unemployment Compensation - Prgm	
820.4101	Communication Services - Prgm	
820.4301	Utilities - Prgm	
820.4401	Rent - Prgm	
820.8000	Other Program Costs	
820.9515	Prgm Costs - Indirect	
140.3101	Professional Services	
140.3103	Medical/Health Care and Nutrition Services	\$ 30,000
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	
140.4200	Child Transportation Services	
140.4201	Other Transportation	
140.4205	Postage/Shipping	
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>		\$ 30,000

EXHIBIT B		
HEALTH CARE DISTRICT OF PALM BEACH COUNTY		
EMERGENCY FINANCIAL ASSISTANCE/PRIOR AUTHORIZATIONS		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY16		
<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	
<b>Total Admin Expenses</b>	(NOT TO EXCEED 10% OF BUDGET)	\$ -
<b>Grand Total</b>		<b>\$ 30,000</b>
<b>Total Admin %</b>		
<b>Total Program %</b>		<b>100%</b>

**EXHIBIT B**  
**HEALTH CARE DISTRICT OF PALM BEACH COUNTY**  
**ADAP/LOCAL SUPPLEMENTAL DRUG REIMBURSEMENT PROGRAM**  
**CURRENT & PROPOSED OPERATING BUDGET**  
**FISCAL YEAR RW-GY16**

ACCT #	TITLE	BUDGET AMOUNT
<b>PROGRAM EXPENSES</b>		
820.1201	Regular Salaries and Wages - Prgm	
820.2101	FICA Taxes - Prgm	
820.2105	FICA Medicare - Prgm	
820.2112	Other Benefits - Prgm	
820.2201	Retirement Contributions - Prgm	
820.2301	Life and Health Insurance - Prgm	
820.2401	Workers Compensation - Prgm	
820.2501	Unemployment Compensation - Prgm	
820.4101	Communication Services - Prgm	
820.4301	Utilities - Prgm	
820.4401	Rent - Prgm	
820.8000	Other Program Costs	
820.9515	Prgm Costs - Indirect	
140.3101	Professional Services	
140.3103	Medical/Health Care and Nutrition Services	\$ 84,031
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	
140.4200	Child Transportation Services	
140.4201	Other Transportation	
140.4205	Postage/Shipping	
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	
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140.5111	Office Furniture And Equipment	
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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>		<b>\$ 84,031</b>

EXHIBIT B		
HEALTH CARE DISTRICT OF PALM BEACH COUNTY		
ADAP/LOCAL SUPPLEMENTAL DRUG REIMBURSEMENT PROGRAM		
CURRENT & PROPOSED OPERATING BUDGET		
FISCAL YEAR RW-GY16		
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	
Total Admin Expenses	(NOT TO EXCEED 10% OF BUDGET)	\$ -
Grand Total		\$ 84,031
Total Admin %		
Total Program %		100%

**FINANCIAL RECONCILIATION STATEMENT**

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and 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.

Darry Davis  
Signature

5-17-14  
Date

Darry J. Davis  
Print Name

[ Simple View ]

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient. Click on the Insured Name to update contact information.

Monday, June 13, 2016 [ Images ] [ Contracts ]

Insured:	Health Care District of Palm Beach County	Insured ID:	029RW01FY15
Status:	Compliant (with overrides)		
ITS Account Number:	PLC2029		
Project(s):	Palm Beach County - Community Services		
Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
General Aggregate:	\$500,000	\$0	X
Products - Completed Operations Aggregate:	\$0	\$0	X
Personal And Advertising Injury:	\$0	\$0	X
Each Occurrence:	\$500,000	\$0	X
Fire Damage:	\$0	\$0	X
Medical Expense:	\$0	\$0	X
<u>Automobile Liability</u>			
Expiration: 10/1/2016	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 10/1/2016	WC Stat. Limits	WC Stat. Limits	
<u>Professional Liability</u>			
Each Occurrence:	\$500,000	\$0	X
Aggregate Limit:	\$500,000	\$0	X
Missing Policy Information			Override
The original Certificate of Insurance received did not include policies for the following coverages:			
• General Liability			X
• Professional Liability			X
Additional Insured			Override

Health Care District  
Board Operations Policy

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ADM-005 17  
Contract Execution  
Revised 3/11/98  
Page 1 of 1

I. Purpose

The purpose of this policy is to provide an efficient method of contract execution for all contracts approved by the Health Care District Board.

II. Authority

The District Board hereby grants the District's chief executive officer with signatory authority for all items approved by the District Board. The chief executive officer shall see that all orders and resolutions of the Board of Directors are carried into effect and shall execute bonds, mortgages, and other contracts.

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