



**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years             | 2017     | 2018     | 2019 | 2020 | 2020 |
|--------------------------|----------|----------|------|------|------|
| Capital Expenditures     |          |          |      |      |      |
| Operating Costs          | 67,850   | 47,150   |      |      |      |
| External Revenue         | (67,850) | (47,150) |      |      |      |
| Program Income           |          |          |      |      |      |
| In-Kind Match (County)   |          |          |      |      |      |
| <b>NET FISCAL IMPACT</b> | <b>0</b> | <b>0</b> |      |      |      |

| # ADDITIONAL FTE POSITIONS (Cumulative) |  |  |  |  |  |
|---|--|--|--|--|--|
|   |  |  |  |  |  |

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 GY17

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

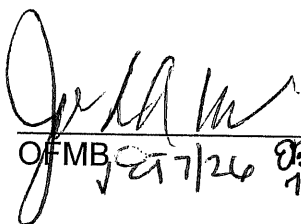
Funding source is the U.S. Department of Health and Human Services. No County funds are required. Budget will be aligned once the final notice of award has been received.

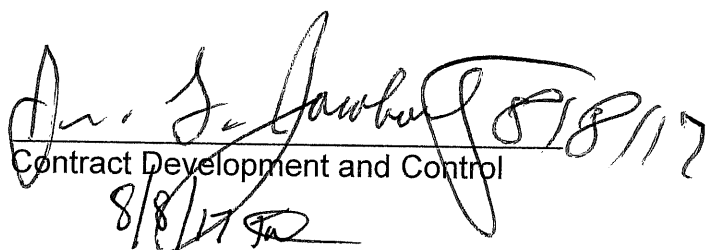
**C. Departmental Fiscal Review:**

\_\_\_\_\_  
Julie Dowe, Director, Financial & Support Svcs.

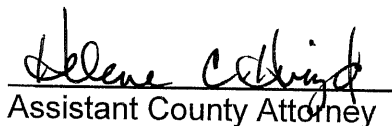
**III. REVIEW COMMENTS**

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

 7/28/17  
OFMB 7/26/17

 8/8/17  
Contract Development and Control

**B. Legal Sufficiency:**

 8-9-17  
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 \$80,000.

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 AND FIFTEEN THOUSAND DOLLARS (\$115,000)**. 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. 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, 2018.

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. Funding changes between service categories within the designated contract can be approved, in writing, by the Director or Assistant Director of the Department of Community Services at their discretion for up to ten percent (10%) of the total contract amount during the contract period. 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, 2017 and complete all services on February 28, 2018, 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.

The 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 the 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 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 \$1,000,000 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. This will be calculated by actual cost per unit as determined by the County, at the time of the monthly reimbursement or annual fiscal monitoring.
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 **2/15/18**
- 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.
23. Disclosure of Incidents:  
DISTRICT shall inform Funder by telephone of all unusual incidents that involved any RYAN WHITE Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the RYAN WHITE Incident Notification Form within twenty four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the RYAN WHITE Clients. All of the incidents require that immediate action is taken to protect RYAN WHITE Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

For RYAN WHITE Clients who are children or adolescent, the DISTRICT shall inform Funder by telephone of all unusual incidents that involved any RYAN WHITE Clients within 2-4 hours of the occurrence of the incidents and follow up with the RYAN WHITE Incident Notification Form within twenty four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the RYAN WHITE Clients. All of the incidents require that immediate action is taken to protect RYAN WHITE Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

DISTRICT shall notify Funder through the Ryan White Incident Notification Process and follow up with the Ryan White Incident Notification Form (Exhibit D) within fourteen (14) business days of the following:

- Resignation/Termination of CEO, President and/or CFO.
- Resignation/Termination of Key Ryan White funded staff.
- Ryan White Funded Staff vacancy position over 30 days.
- Loss of funding from another Funder that could impact service delivery.
- Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

- Other incidents that may occur unexpectedly and are not covered above.

**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, 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.

By 11/1/17, the DISTRICT must notify the County if they are unable to spend the balance of the contract and fill out an unobligated balance worksheet (Exhibit C). Failure to submit this information may result in reductions in future funding.

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 Assistant Director is authorized to decrease the funding amount without the need for an amendment to the this Contract. The Department Director or Assistant 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 B
- " 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 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, 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 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 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 DISTRICT: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the DISTRICT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The DISTRICT 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 DISTRICT 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 DISTRICT does not transfer the records to the public DISTRICT.
- D. Upon completion of the Contract the DISTRICT shall transfer, at no cost to the County, all public records in possession of the DISTRICT 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 DISTRICT transfers all public records to the County upon completion of the Contract, the DISTRICT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the DISTRICT keeps and maintains public records upon completion of the Contract, the DISTRICT shall meet all applicable requirements for retaining public records. All records stored electronically by the DISTRICT 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 DISTRICT 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. DISTRICT 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 DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'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.

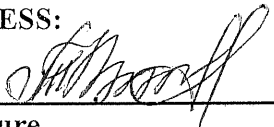
ATTEST:

Sharon R. Bock  
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

BY \_\_\_\_\_  
Paulette Burdick, Mayor

WITNESS:  
  
\_\_\_\_\_  
Signature

DISTRICT:  
Health Care District of Palm Beach County  
DISTRICT's Name Typed

TETYANA MONTAR  
Witness Name Typed

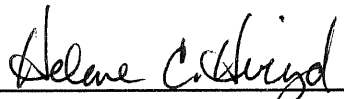
  
\_\_\_\_\_  
DISTRICT's Signatory Name  
**Darcy J. Davis**  
**Chief Executive Officer**


65-0145123  
DISTRICT's Federal ID Number

\_\_\_\_\_  
DISTRICT's Signatory Title Typed

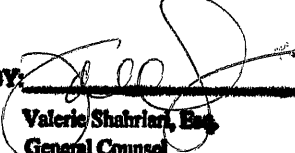
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

  
\_\_\_\_\_  
James Green, Director  
Department of Community Services

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

BY:   
\_\_\_\_\_  
**Valerie Shahriari, Esq.**  
**General Counsel**  
**Health Care District of Palm Beach County**

Healthcare District of Palm Beach County - Work Plan Exhibit A

| # | Agency                                   | Service   | Total # to be Served | Unit Definition                               | Total Units to be Provided | Estimated Unit Cost | HRSA Implementation Plan Objective  | Activities  |
|---|--|---|----------------------|---|----------------------------|---------------------|---|---|
| 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 annually | <ol style="list-style-type: none"> <li>1. Review patient eligibility for Ryan White Program pursuant to Palm Beach County HIV CARE Council adopted standards and eligibility criteria.</li> <li>2. Disseminate Ryan White Drug Assistance Formulary to all participating pharmacies and physicians (known to HCDPBC) treating HIV/AIDS infected patients.</li> <li>3. Fill prescriptions for eligible Ryan White clients.</li> <li>4. Prepare monthly reports for DUR. Review and prepare a trend analysis of pharmaceutical usage. Review billing records.</li> <li>5. Prepare demographics, utilization, and other Community Service required reports.</li> <li>6. Audit for Grant compliance.</li> </ol> |
|   |  |   |                      |   |                            |                     | b. 100% of prescription, copay, and deductible data will be submitted at least monthly to the Grantee     |   |
| 2 | Healthcare District of Palm Beach County | Emergency Financial Assistance/ Prior Authorization | 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.                   |   |

| <p><b>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 units of services are needed.</b></p>  | <p><b>Impact Statement: When the objective is accomplished, what impact will it have?</b></p>  |
|---|--|
| <p>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.</p> | <p>Impact: Improve patients' health status. i.e. viral loads or CD4 counts and increase the life span of the client.</p> <p>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.</p> <p>A unit of service includes one filled drug prescription, including information regarding dosages and adherence.</p> |



**FINANCIAL RECONCILIATION STATEMENT**

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

As shown in the attached (mark applicable box):

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

OR

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

### Exhibit C - GY17 Unobligated Balance Worksheet

Health Resources & Services Administration (HRSA)  
Ryan White Part A Subrecipient Unobligated Balance Report

| Section A: Identifying Information |               |
|------------------------------------|---------------|
| Agency Name:                       | Select Agency |
| Preparer:                          |               |
| Phone Number:                      |               |
| Email:                             |               |

| Section B: Award Information         |  |
|--------------------------------------|--|
| Part A Contract Amount:              |  |
| MAI Contract Amount (If applicable): |  |

| Section C: Expenditure Categories                        | Contracted Amount | Actual Expenditures YTD | Projected Total Expenditures | Projected Unobligated Balance | Unobligated Percent |
|--|-------------------|-------------------------|------------------------------|-------------------------------|---------------------|
| <b>1. Core Medical Services Expenditures</b>             | \$ -              | \$ -                    | \$ -                         | \$ -                          |                     |
| a. Outpatient/Ambulatory Medical Care                    |                   |                         |                              | -                             |                     |
| b. ADAP/Local Supplemental Drug                          |                   |                         |                              | -                             |                     |
| c. Oral Health Care                                      |                   |                         |                              | -                             |                     |
| d. Early Intervention Services                           |                   |                         |                              | -                             |                     |
| e. Health Insurance Premium & Cost Sharing Assistance    |                   |                         |                              | -                             |                     |
| f. Home and Community Based Health Care                  |                   |                         |                              | -                             |                     |
| g. Mental Health Services                                |                   |                         |                              | -                             |                     |
| h. Medical Case Management                               |                   |                         |                              | -                             |                     |
| i. Medical Case Management - MAI                         |                   |                         |                              | -                             |                     |
| j. Peer Mentor   |                   |                         |                              | -                             |                     |
| k. Laboratory Diagnostic Testing                         |                   |                         |                              | -                             |                     |
| l. Specialty Medical Care                                |                   |                         |                              | -                             |                     |
| m. Nurse Care Coordination                               |                   |                         |                              | -                             |                     |
| <b>2. Support Services Expenditures</b>                  | \$ -              | \$ -                    | \$ -                         | \$ -                          |                     |
| a. Non Medical Case Management - Eligibility             |                   |                         |                              | -                             |                     |
| b. Non Medical Case Management - Support                 |                   |                         |                              | -                             |                     |
| c. Emergency Financial Assistance                        |                   |                         |                              | -                             |                     |
| d. Emergency Financial Assistance - Prior Authorizations |                   |                         |                              | -                             |                     |
| e. Food Bank   |                   |                         |                              | -                             |                     |
| f. Food Bank - Nutritional Supplements                   |                   |                         |                              | -                             |                     |
| g. Housing Services                                      |                   |                         |                              | -                             |                     |
| h. Legal Services  |                   |                         |                              | -                             |                     |
| i. Medical Transportation                                |                   |                         |                              | -                             |                     |
| j. Substance Abuse - Residential                         |                   |                         |                              | -                             |                     |
| <b>3. Total</b>  | \$ -              | \$ -                    | \$ -                         | \$ -                          |                     |



DEPARTMENT OF COMMUNITY SERVICES
Ryan White - Notification Form

EXHIBIT D

Agency: \_\_\_\_\_ Date Incident Occurred: \_\_\_\_\_

Person Completing Form: \_\_\_\_\_ Date of Report: \_\_\_\_\_

Email (Optional): \_\_\_\_\_ Phone #: \_\_\_\_\_

Method of Communication: (Please check the appropriate box)

- ? Drop Off
? Standard Mail
? Provide Enterprise-Secure Transmission
? Certified Mail

Incidents Reported: (Please check the appropriate box)

- > Timeline to notify Funder - Incidents related to Children should be notified between 2-4 hours.
? Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
? Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
? Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
> Timeline to notify Funder - Incidents related to Adults should be notified between 4-8 hours.
? Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
? Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
? Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
> Timeline to notify Funder- Programmatic Incidents (within 14 business days)
? Resignation/Termination of CEO, President, or CFO
? Resignation/Termination of key Ryan White funded staff
? Ryan White funded staff vacancy over 30 days
? Change in Agency's name
? Loss of License
? Loss of funding from another Funder that could impact services
? Temporary interruption of service delivery (i.e. natural and unnatural disasters)
? Other (Issues that impact service delivery to Ryan White clients) Specify ( \_\_\_\_\_ )

Summary of incident: (Do not include the name of client or staff involved in incident)

Four horizontal lines for writing the summary of the incident.

***Will there be an investigation?***

? Yes

? No

? NA

---

**Individual Completing Report: Print Name**

---

**Position /Title**

---

**Individual Completing Report: Signature**

---

**Date**

## CERTIFICATIONS

### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

- point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management  
 Office of Grants Management  
 Office of the Assistant Secretary for Management and Budget  
 Department of Health and Human Services  
 200 Independence Avenue, S.W., Room 517-D  
 Washington, D.C. 20201

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

|  |                                  |
|--|----------------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br><i>Darcy J. Davis</i> | TITLE<br><i>CEO</i>              |
| APPLICANT ORGANIZATION<br><i>Health Care District</i>                | DATE SUBMITTED<br><i>6-16-17</i> |

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

|   |  |                |  |
|---|--|----------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL |  | TITLE          |  |
| <i>Dorey J. Davis</i>                       |  | CEO            |  |
| APPLICANT ORGANIZATION                      |  | DATE SUBMITTED |  |
| <i>Health Care District</i>                 |  | <i>6-16-17</i> |  |

## CASH FLOW COMMITMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to two (2) months cash expenses.

Darryl J. Davis  
Authorized Representative

6-16-17  
Date

## ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

10-16-17  
Date

Darcy J. Davis, CEO  
Signature and Title of Authorized Official

Darcy Davis - Health Care District  
Name of Applicant or Recipient

2601 10th Ave N  
Street

Palm Springs FL 33461  
City, State, Zip Code

Mail Form to:  
DHHS/Office for Civil Rights  
Office of Program Operations  
Humphrey Building, Room 509F  
200 Independence Ave., S.W.  
Washington, D.C. 20201  
Form HHS-690  
5/97

**Summary of Certificates**

**This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.**

Friday, June 30, 2017

**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              | <u>Override</u> |
|---|-----------------|-----------------------|-----------------|
| <u>General Liability</u>                        |                 |                       |                 |
| General Aggregate:                              | \$500,000       | \$300,000             | X               |
| Products - Completed Operations Aggregate:      | \$0             | \$0                   | X               |
| Personal And Advertising Injury:                | \$0             | \$0                   | X               |
| Each Occurrence:                                | \$500,000       | \$300,000             | X               |
| Fire Damage:                                    | \$0             | \$0                   | X               |
| Medical Expense:                                | \$0             | \$0                   | X               |
| <u>Automobile Liability</u>                     |                 |                       |                 |
| Expiration: 10/1/2017                           | 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: 10/1/2017                           | WC Stat. Limits | WC Stat. Limits       |                 |
| <u>Professional Liability</u>                   |                 |                       |                 |
| Each Occurrence:                                | \$500,000       | \$300,000             | X               |
| Aggregate Limit:                                | \$500,000       | \$300,000             | 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

Missing General Liability Additional Insured Endorsement

X