

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: August 14, 2018	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department
Submitted By: Community Services
Submitted For: Ryan White Program

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I. EXECUTIVE BRIEF

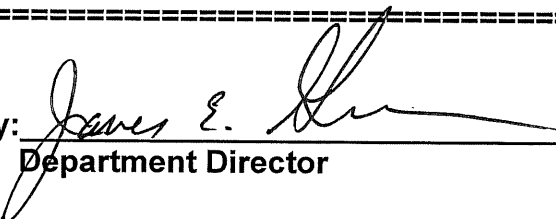
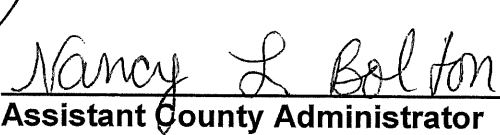
Motion and Title: Staff recommends motion to approve: Amendment No. 1 to Contract for Provision of Ryan White Part A HIV Health Support Services with Treasure Coast Health Council, Inc. d/b/a Health Council of Southeast Florida (R2018-0222), for the period March 1, 2018, through February 28, 2021, increasing funding by \$240,000 for a new total contract amount not to exceed \$755,944, for the provision of improving health outcomes for clients living with HIV Spectrum Disease.

Summary: The purpose of the amendment is to align funding with service needs in the category of specialty medical care services. The amendment is needed in order to avoid interruption of client services. Marcia Hayden, employee of Treasure Coast Health Council, Inc. d/b/a Health Council of Southeast Florida is a member of the Planning Commission. The Planning Commission provides no regulation, oversight, management, or policy-setting recommendations regarding the agency contract listed above. Disclosure of this contractual relationship at duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. **No County funds are required.** (Ryan White Program) Countywide (HH)

Background and Justification: Under the Ryan White Part A Treatment Extension Act of 2009, the Palm Beach County HIV CARE Council establishes priority service areas and assigns funding percentages. Palm Beach County is responsible for the RFP and selecting and contracting with the selected service providers. The listed agencies have been selected to receive funding in accordance with the service priorities and funding allocations designated by the Palm Beach County HIV CARE Council. The U.S. Health and Human Services, Health Resources Services Administration has issued the FY 2018 partial award to serve clients living with HIV/AIDS.

Attachments: Amendment No. 1 to Contract for Provision of Ryan White Part A HIV Health Support Services

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Recommended By:		<u>8/9/18</u>
	Department Director	Date
Approved By:		<u>8/13/18</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	80,000	160,000			
External Revenue	(80,000)	(160,000)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included in Current Budget? Yes X No _____ Budget Account No.:
Fund 1010 Dept 142 Unit Var Object Var Program Code Var Program Period Var

Does this item include the use of federal funds? Yes X No _____

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
Julie Dowe, Director, Financial & Support Svcs

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Lisa Poma 8/13/18
OFMB 8/31/18

Ar. J. Ar 8/9/18
Contract Development and Control 8/9/18

B. Legal Sufficiency:

Delene C. Fitzgerald
Assistant County Attorney

C. Other Department Review:

Department Director

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

Amendment 1

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

THIS AMENDMENT TO CONTRACT FOR PROVISION OF RYAN WHITE PART A HIV HEALTH SUPPORT SERVICES (R2018-0222) made and entered into at West Palm Beach Florida, on this _____ 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 Treasure Coast Health Council, Inc. d/b/a Health Council of Southeast Florida, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-2242689.

In consideration of the mutual promises contained herein, the COUNTY and the Agency agree as follows:

WITNESSETH:

WHEREAS, the need exists to amend the contract to increase funding for Special Outpatient Medical Care.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on March 13, 2018 is hereby amended as follows:

- I. New Work Plan Exhibit “A1” attached hereto shall replace the Work Plan Exhibit “A” in its entirety.
- II. New Exhibit “B1” attached hereto shall replace Exhibit “B” in its entirety.
- III. Increase funding in GY18 for Special Outpatient Medical Care by TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) for a new Special Outpatient Medical Care for GY18 not to exceed amount of FOUR HUNDRED SIXTY TWO THOUSAND, SEVEN HUNDRED AND SIXTY NINE DOLLARS (\$462,769)
- IV. Total amended contract not to exceed amount for GY18 will be SEVEN HUNDRED FIFTY FIVE THOUSAND, NINE HUNDRED AND FORTY FOUR DOLLARS (\$755,944).
- V. New Article 9 - Nondiscrimination to read as follow:
The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.
- VI. New Article 14 – Termination to read as follows:
This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5)

business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

Continue and complete all parts of the work that have not been terminated.

VII. **New ARTICLE 23 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)** shall read:

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

VIII. **New ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK shall be added to read:**

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance

with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY (IES) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

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

ATTEST:

Sharon R. Bock
Clerk and Comptroller

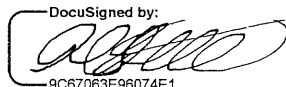
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Melissa McKinlay, Mayor

AGENCY:

Treasure Coast Health Council, Inc. d/b/a
Health Council of Southeast Florida ____
Agency's Name Typed

DocuSigned by:

9C67063E96074E1...

Agency's Signatory

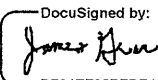
Andrea D. Stephenson Royster

Agency's Signatory Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:

BF34EEF22BFDF492...

James Green, Director
Department of Community Services

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name: Health Council of Southeast Florida				
Fiscal Year: 2018	Service Category:	Outpatient Specialty Medical Care		
	Total Award:	\$462,769		
Service Category Goal:				
Objective: List quantifiable timelimited objective related to the service listed above		Service Unit Definition	Estimated Number of Persons to be Served	Estimated Number of Units to be Provided
By 2/28/19, 100% of clients served through Specialty Outpatient Medical services will receive a minimum of 2 medical visits, as indicated by their primary care provider		1 unit = 1 medical service (defined as individual CPT code)	350*	1,600*
HAB/HHS Performance Measure:		HIV Medical Visit Frequency		
		Baseline (%)	100%	
		Target (%)	100%	
*The cost of Specialty Medical care varies greatly among different types of services provided. Furthermore, the type of service provided is determined by each clients' medical need, and cannot be predicted in advance. Therefore, the estimated number of clients to be served and the corresponding units of service are only approximations.				

Exhibit A

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name: Health Council of Southeast Florida				
Fiscal Year: 2018	Service Category:	Health Insurance Continuation		
	Total Award:	\$42,846		
Service Category Goal:				
Objective: List quantifiable timelimited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
By 2/28/19, 90% of clients served through Health Insurance Continuation Services will receive a minimum of 2 medical visits		unit = 1 month of assistance	11	131
HAB/HHS Performance Measure:		Retention in HIV Medical Care		
		Baseline (%)	*N/A	*Early Intervention Services is a new service category for HCSEF
		Target (%)	90%	

Exhibit A

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name: Health Council of Southeast Florida				
Fiscal Year: 2018	Service Category:	Early Intervention Services		
	Total Award:	\$37,225		
Service Category Goal:				
Objective: List quantifiable timelimited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
By 2/28/19, 80% of eligible clients served through Early Intervention Services will receive a minimum of 2 medical visits		1 unit = 15 Minute Encounter	69	2184
HAB/HHS Performance Measure:		Retention in HIV Medical Care		
		Baseline (%)	*N/A	*Early Intervention Services is a new service category for HCSEF
		Target (%)	80%	

Exhibit A

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name: Health Council of Southeast Florida				
Fiscal Year: 2018	Service Category:	Medical Case Management		
	Total Award:	\$150,917		
Service Category Goal:				
Objective: List quantifiable timelimited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
By 2/28/19, 90% of clients served through Medical Case Management will have had at least 2 Medical visits		1 unit = 15 Minute Encounter	135	9000
HAB/HHS Performance Measure:		Retention in HIV Medical Care		
		Baseline (%)	*N/A	*Medical Case Management is a new service category for HCSEF
		Target (%)	90%	

Exhibit A

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name: Health Council of Southeast Florida				
Fiscal Year: 2018	Service Category:	Medical Transportation		
	Total Award:	\$9,200		
Service Category Goal:				
Objective: List quantifiable timelimited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
By 2/28/19, 90% of clients served through Medical Transportation Services will receive a minimum of 2 medical visits		unit = 1 trip	45	112
HAB/HHS Performance Measure:		HIV Medical Visit Frequency		
		Baseline (%)	*N/A	*Early Intervention Services is a new service category for HCSEF
		Target (%)	90%	

Exhibit A

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name: Health Council of Southeast Florida			
Fiscal Year: 2018	Service Category:	Eligibility Determination	
	Total Award:	\$34,000	
Service Category Goal:			
Objective: List quantifiable timelimited objective related to the service listed above	Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
By 2/28/19, 90% of clients served through Eligibility Determination will be certified or recertified, as appropriate	1 unit = 15 Minute Encounter	39	1599
HAB/HHS Performance Measure:	Eligibility Recertification		
	Baseline (%)	*N/A	*Eligibility is a new service category for HCSEF
	Target (%)	90%	

Exhibit A

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name: Health Council of Southeast Florida				
Fiscal Year: 2018	Service Category:	Non-Medical Case Management		
	Total Award:	\$18,987		
Service Category Goal:				
Objective: List quantifiable timelimited objective related to the service listed above	Service Unit Definition		Number of Persons to be Served	Number of Units to be Provided
By 2/28/19, 90% of clients served through Non-medical Case Management will have had at least 2 Medical visits	1 unit = 15 Minute Encounter		36	1150
HAB/HHS Performance Measure:	Retention in HIV Medical Care			
	Baseline (%)	*N/A	*Non-Medical Case Management is a new service category for HCSEF	
	Target (%)	90%		

UNITS OF SERVICE RATE AND DEFINITION
2018 – 2020 RYAN WHITE PART A - CONTRACT

Health Care Council of Southeast Florida				
Core Medical Services	GY18	GY19	GY20	Total
Early Intervention Services	37,225	37,225	37,225	111,676
Health Insurance Premium & Cost Sharing Assistance	42,846	42,846	42,846	128,538
Medical Case Management Services	150,917	150,917	150,917	452,751
Specialty Outpatient Medical Services	462,769	222,769	222,769	668,307
Subtotal Core Medical Services	693,757	453,757	453,757	1,361,272
Support Services	GY18	GY19	GY20	Total
Case Management (Non Medical) Supportive Case Management	18,987	18,987	18,987	56,960
Case Management (Non-Medical) Determining Eligibility*	34,000	34,000	34,000	102,000
Medical Transportation	9,200	9,200	9,200	27,600
Subtotal Support Services	62,187	62,187	62,187	186,560
Combined Core Medical and Support Services	GY18	GY19	GY20	Total Combined 3 year Amount
Total	755,977	515,944	515,944	1,787,865

Annual allocations do not rollover to future years if unspent.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed 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 a desk and/or on-site monitoring on a periodic basis.

***For Emergency Financial Assistance/Health Insurance and Cost Sharing ONLY:
Prior Authorizations 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 for Emergency Financial Assistance 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.

Summary of Certificates

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

Monday, July 23, 2018

- Simple View
- Certificate Images
- Documents
- Call Log

Insured: Treasure Coast Health Council, Inc.Insured ID: R2015-0469-PBC

Status: Compliant

ITS Account Number: PLC1542

Project(s): Palm Beach County - Community Services

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 5/30/2019			
General Aggregate:	\$500,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>	All Owned Autos	not provided	X
Expiration: 5/30/2019			
	Hired Autos	Hired Autos	
	Non-Owned Autos	Non-Owned Autos	
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 1/1/2019			
Each Accident:	\$1,000,000	\$1,000,000	
Disease - Policy Limit:	\$1,000,000	\$1,000,000	
Disease - Each Employee:	\$1,000,000	\$1,000,000	

Notifications (Show All)

The following letters were issued:

May 08 2018 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal