

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	21,422				
External Revenue	(21,422)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds? Yes X No

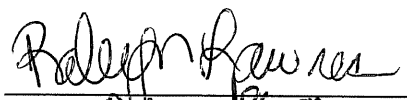
Budget Account No.:
 Fund 1010 Dept. 142 Unit Var Object 8201 Program Code Var
 Program Period GY19

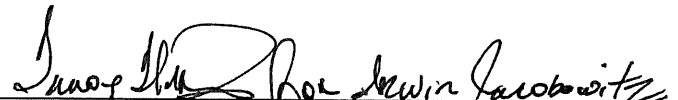
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding source is the U.S. Department of Health and Human Services. No County Funds are required.

C. Departmental Fiscal Review: 
 Julie Dowe, Director of Finance and Support Services

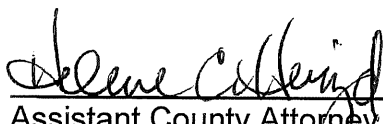
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 10/9/19
 OFMB PC 10/8 OB 19


 Contract Development and Control
 10/17/19 RD

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

This Contract is made as of the 30th day of February, 2019, 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 AIDS Healthcare Foundation, Inc., 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 95-4112121.

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

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

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

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work (Exhibit A) and Unit of Service Rate and Definition (Exhibit B.). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an AGENCY within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 2 - REPORTING REQUIREMENTS

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

ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE

The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total amount **TWENTY ONE THOUSAND, FOUR HUNDRED AND TWENTY TWO DOLLARS (\$21,422) WHICH IS BUDGETED IN GY 2019.**

The AGENCY will bill the COUNTY on a monthly basis, by the twentieth (20th) working day of each month, for services performed at actual cost of service. 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 AGENCY in non-compliance with this covenant and at the option of the COUNTY, the AGENCY 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 Community Services Department. The final invoice under this Contract must be labeled "Final Invoice" and must be received by the COUNTY not later than March 31 of each fiscal year that this contract is in effect.

Invoices received from the AGENCY pursuant to this contract will be reviewed for authenticity and accuracy and approved by the Community Services Department, to verify that services have been rendered in conformity with this 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 Community Services Department 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 term of this Contract shall be for twelve (12) months, starting March 1, 2019 through February 28, 2020 unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated herein.

The parties shall amend this Contract if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Contract.

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

A. AGENCY shall, at its sole expense, maintain in full force and effect at all times during the term of this Contract, at least the insurance coverage and limits (including endorsements), as

described herein. AGENCY shall provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.

- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** each occurrence. Coverage shall apply on a primary and non-contributory basis and may not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall include, "Palm Beach County Board of County Commissioners" as an Additional insured on this policy

- C. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

- D. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** Within fifteen (15) calendar days of receipt of Notification of Intent to Award, but in no event later than the execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 24, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Thereafter, throughout the term of the contract, proof of coverage in force shall be provided at least five (5) days prior to the expiration of any required coverage and, or within two (2) days of a request by COUNTY. Such Certificate(s) of Insurance shall include a minimum thirty (30) days endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder shall read:
- Palm Beach County Board of County Commissioners
c/o Department of Community Services
810 West Datura Street
West Palm Beach, FL 33401
ATTN: Ryan White Program Manager
- F. **Umbrella or Excess Liability** At its option, AGENCY may satisfy the minimum liability limits required above under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for the applicable underlying policy. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability for any commercial general liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 - INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY.

The AGENCY further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the AGENCY not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable. In particular, AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the Federal Government based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Contract, including but not limited to, determinations of client eligibility to receive Ryan White HIV/AIDS Treatment Extension Act of 2009 funds. The AGENCY also agrees that funds made available pursuant to this Contract shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - WARRANTY/PERSONNEL

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

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

ARTICLE 9 - NONDISCRIMINATION

The 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.

ARTICLE 10 - AGENCY'S PROGRAMMATIC AGREEMENTS

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

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

3. To allow COUNTY access to Part A chart and service records for the purpose of contract monitoring of AGENCY service goals and other program agreements.
4. To maintain client records containing evidence of financial screening for benefit and entitlement eligibility every six (6) months, including Medicaid and Medicare (Part D), including documentation of NO other resources, indicating their qualification for Part A services.
5. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.
6. To comply with Federal and County needs assessment and Ryan White Service Report (RSR) requirements (basic computer equipment needed).
7. The AGENCY must maintain separate financial records for Ryan White HIV/AIDS Treatment Extension Act of 2009 funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Ryan White fund cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis.
8. That the COUNTY shall be promptly reimbursed by the AGENCY for any funds which are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses by the AGENCY. 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. AGENCY must submit any and all reports to the COUNTY for each individual service as requested.

All reports are subject to on-site verification and audit of grantee records. Copies of the required forms will be supplied to the AGENCY. Failure to submit completed reports will result in a delay in payment and/or termination of this Contract.

10. AGENCY must comply with Part A, Ryan White HIV/AIDS Treatment Extension Act of 2009 and applicable Federal, State and local statutes, as may be amended. Non-compliance may impact future contract awards and/or funding level. Compliance includes, but is not limited to:
 - a. Clients receiving Part A services must provide eligibility documentation, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Ryan White eligibility manual;
 - b. If the AGENCY receiving Part A funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving Part A services must conform to statutory limitations;
 - c. The AGENCY must participate in a community-based continuum of care. A continuum of care is defined as: A comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psycho social service

needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care;

- d. The AGENCY must comply with the Minimum Eligibility Criteria for Palm Beach County for HIV/AIDS Services as approved by the HIV/AIDS CARE Council;
- e. The AGENCY must comply with the Service Standards of Care, as adopted by the HIV/AIDS CARE Council; and
- f. The AGENCY must participate in Quality Management activities initiated by the Palm Beach County Department of Community Services and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services (Standards of Care) delivered through Ryan White HIV/AIDS Treatment Extension Act of 2009 funding. All agencies are responsible for establishing and maintaining a quality management program that enables the Grantee and HIV CARE Council to monitor disease trends and health status changes for clients living with HIV. AGENCY must **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; and**
- 2. CD4 levels and viral loads according to the Standards of Care while continuing to maintain visits to primary medical care.**

All agencies are expected to identify problems in service delivery that impact health-status outcomes at the client and system levels. Corrective actions, if required, should be initiated by the AGENCY and coordinated with the COUNTY and its Quality Management Program. All agencies and any vendors it enters into a contract with to provide Ryan White HIV/AIDS Treatment Extension Act of 2009 services are expected to participate in quality assurance and evaluation activities.

- 11. AGENCY must ensure that funds received under the Contract shall be as the payer of last resort and must provide supporting documentation that all other available funding resources were utilized prior to requesting funds under this Contract.
- 12. AGENCY will not exceed 10% of the contracted amount of this Contract on allowable administration costs as per Ryan White grant guidelines.
- 13. The COUNTY has a requirement to ensure that 75% of all Ryan White funds are spent in Core Medical Service categories and no more than 25% of Ryan White funds are spent on Support Services Categories. The allocations may change with Care Council approval and will be reflected in the Contract. The COUNTY will monitor the expenditure of funds throughout the contract year to assure that the COUNTY is meeting federal requirements. The AGENCY agrees and understands that Support Services funding may be reduced in order to meet federal requirements. The AGENCY MUST notify COUNTY of its under spending in Core Medical Services in writing by the 15th of each month following a month when AGENCY has under spent Core Medical Services based on 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. AGENCY'S Failure to spend Core Medical Services funding may result in withholding Support Services reimbursements.

14. AGENCY must not expend Ryan White funds received pursuant to this Contract 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.
15. AGENCY must submit an Annual Audit by an Independent Certified Public Accountant completed within nine (9) months after the end of the AGENCY'S fiscal year in accordance with Federal requirements and showing Ryan White Part A funds separately.
16. AGENCY must comply with Health Insurance Portability Accountability Act (HIPAA).
17. AGENCY agrees to sharing data, per execution of Data Sharing Agreement, within the Ryan White Part A client database on an as needed basis, as determined by COUNTY.
18. AGENCY must 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.
20. AGENCY must 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.
21. Funds provided to AGENCY pursuant to this Contract shall not be used to do any of the following:
 - 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.
22. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with Ryan White Part A funds.
23. AGENCY must have policies in place to monitor any subcontractor providing services on behalf of the AGENCY paid with Ryan White Part A funds. Subcontracting agreements shall be

documented between an AGENCY and Subcontractor with a signed agreement detailing the services to be rendered, length of contract, and payment amounts.

24. AGENCY is 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.

25. Disclosure of Incidents:

AGENCY shall inform COUNTY by secured email of all unusual incidents within four (4) to eight (8) hours of the occurrence of the incidents, and follow up with the RYAN WHITE Notification Form within twenty four (24) hours of the occurrence. 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, safety, or welfare of RYAN WHITE Clients, or other AGENCY Clients. All of the incidents require that immediate action is taken to protect RYAN WHITE Clients from 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.

The AGENCY shall inform COUNTY by secured email of all unusual incidents that involved any RYAN WHITE Clients, or other AGENCY Clients, who are minors within two (2) to four(4) hours of the occurrence of the incidents and follow up with the RYAN WHITE 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, safety, or welfare of the RYAN WHITE minor Client or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect RYAN WHITE Clients from 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.

AGENCY shall inform COUNTY of all incidents that are newsworthy including but not limited to Incidents that may portray the AGENCY in a negative manner (service delivery, safety and/or fiscal) or allegations of neglect, physical, mental or sexual abuse of a client by an AGENCY staff, or investigations by another entity.

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

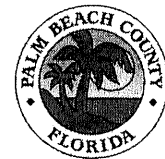
- Resignation/Termination of CEO, President and/or CFO.
- Resignation/Termination of Key Ryan White funded staff.
- Ryan White Funded Staff vacancy position over 30 days.
- Loss of funding from another COUNTY that could impact service delivery.
- Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
- Other incidents that may occur unexpectedly and are not covered above.

26. AGENCY must sign and submit the following attachments:
- Attachment 1 – Certificates (Regarding Debarment and Suspension, Drug-Free Workplace, Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke)
 - Attachment 2 – Assurance – Non Construction Programs
 - Attachment 3 - Assurance of Compliance
 - Attachment 4 – Cash Flow Statement
27. AGENCY must complete the PROVIDE Add/Delete Request Form in the Provide System three (3) Business days after a user has been hired or has left the Agency.
28. AGENCY must use CPT (Current Procedural Terminology) and CDT (Current Dental Terminology) Codes in each reimbursement submittal for Oral Health, Specialty Medical Care Services and Ambulatory Outpatient Medical Care Services.

29. Agency Engagement

Community Services Department (CSD) and Palm Beach County (County) relies on all Agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about CSD: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the Agency or program funded under this Agreement and CSD and County are to be displayed in all communications, education and outreach materials. CSD is to be identified as the COUNTY, or one of the COUNTYs if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

- When Agency describes CSD in written material (including new releases), use the language provided below and available on the Agency’s website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display CSD and County logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using CSD and County funds including stationery, brochures,

flyers, posters, etc., describing or referring to a program or service funded by the CSD and County.

Specific Activities – Recommended:

- Identify the CSD and County as a COUNTY in media interviews when possible.
- Notify the CSD staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels.
- Place signage/LOGO in Agency's main office/lobby and all additional work/service sites visible to the public, identifying CSD and County as a COUNTY.
- Display CSD and County logo according to this posted guideline
<http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on Agency's website with a hyperlink to CSD and County website
<http://discover.pbcgov.org/communityservices/Pages/default.aspx>
- Display the CSD logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that Agency sponsors or participates in.
- Other exhibits are included as Exhibit C (Financial Reconciliation Statement), Exhibit G (Service Category Definitions) and Exhibit D (Sub-award Data). The Agency must comply with 2 C.F.R. 200.

Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is received.

ARTICLE 11 - DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace

no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

ARTICLE 12 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this contract.

The AGENCY 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 AGENCY 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.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Contract service amount by the months in the Contract unless otherwise provided. 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 AGENCY shall have expended at a minimum twenty percent (20%) of its 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 AGENCY shall have expended at a minimum forty percent (40%) of its 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 AGENCY shall have expended at a minimum seventy five percent (75%) of its 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

AGENCY may become eligible for an increase in funding if it has spent its funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

By November 1 of each year that this contract is in effect, the AGENCY must notify the COUNTY if it is unable to spend the balance of the Contract and fill out an unobligated balance worksheet (Exhibit E). Failure to submit this information may result in reductions in future funding.

At any time during the term of this Contract, if the AGENCY indicates in a written notice that it 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 this Contract. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of this Contract. All remaining terms and conditions of this Contract shall remain in full effect throughout the term of the Contract.

ARTICLE 14 - TERMINATION

This Contract may be 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.

ARTICLE 15 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure

arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

ARTICLE 16 - AMERICANS WITH DISABILITIES (ADA)

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

ARTICLE 17 - PUBLIC ENTITY CRIMES

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

ARTICLE 18 - ACCESS AND AUDITS

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

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

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

directly to:

Ryan White Part A Program Manager
Palm Beach County Department of Community Services
810 Datura Street
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 AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.
 - e. The audit is due within (9) months after the end of the AGENCY's fiscal year.
 - f. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit 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. AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 19 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective 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 AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract, this Contract shall control.

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

ARTICLE 21 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 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 AGENCY.

ARTICLE 23 - SCRUTINIZED COMPANIES

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.

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 AGENCY shall be mailed to:

Charity Chandler-Cole, Director of Contracts Administration
AIDS Healthcare Foundation
6255 West Sunset Blvd, 21st Floor
Los Angeles, CA 90028

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY 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 AGENCY'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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY 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. AGENCY 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 AGENCY.

ARTICLE 28 - CONFLICT OF INTEREST

The AGENCY 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 AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY 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 AGENCY'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 AGENCY 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 AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY 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 AGENCY under the terms of this Contract.

ARTICLE 29 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY 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 AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 30 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as

provided under this Contract.

- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- C. Upon completion of the Contract the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK:

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 *Kathy Scarlett*
Kathy Scarlett, Director of Purchasing

AGENCY:

AIDS Healthcare Foundation, Inc.
Agency's Name Typed

[Signature]
Witness

[Signature]
Agency's Signatory Name

Maizer Bichaves
Print Name

Michael Weinstein, President
Agency's Signatory Name Printed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

Anne Delgado
Assistant County Attorney

James E. Green
James Green, Director
Department of Community Services

Scope of Work

Agency shall ensure the following:

- Purchase pharmaceuticals consistent with the most current HIV/AIDS Treatment Guidelines
- Coordinate with the State's Part B AIDS Drug Assistance Program (ADAP)
- Implement in accordance with requirements of the 340B Drug Pricing, Prime Vendor Program, and/or Alternative Methods Project
- Cover dispensing fees associated with ADAP/LPAP medications.
- Purchase medications at the lowest possible cost, preferably 340B Program pricing. Where possible clients need to obtain their medications through a 340B covered entity or pharmacy that is under contract with the 340B Program.
- Operate in accordance with legal and ethical standards.
- Ensure that clients are not enrolled in another medication assistance program for the same medication, excluding co-payment discounts.
- Ensure that funds are not used to make direct payments of cash/vouchers to a client.
- Ensure that clients served are those with incomes below 100% of the Federal Poverty Level (FPL).
- Review patient eligibility for Ryan White Program pursuant to Palm Beach County HIV CARE Council adopted standards and eligibility criteria.
- Fill prescriptions for eligible Ryan White clients.
- Prepare monthly reports for DUR.
- Review and prepare a trend analysis of pharmaceutical usage.
- Review billing records.
- Prepare demographics, utilization, and other Community Service required reports.
- Audit for Grant compliance
- Ensure that every prescription is filled correctly. Every prescription includes proper indications and dosing instructions. New prescriptions and refills are available to participants in a reasonable amount of time.
- Ensure that patient receives education and counseling including a review of drug interactions specific to antiretroviral therapy and the HIV disease state.
- Ensure that patient receives counseling on how his/her medication should be taken and any possible side effects. At least 5 minute initial consultation when dispensing to a patient that is new to antiretroviral therapy.
- Provide nutritional supplements.

Clients to be served:

Emergency Financial Assistance/ Prior Authorization: 60

Food Bank/ Nutritional Supplements: 30

UNITS OF SERVICE RATE AND DEFINITION

2019 RYAN WHITE PART A - CONTRACT

Agency: AIDS Health Care Foundation, Inc.

Unit Description	Total
Emergency Financial Assistance/ Prior Authorization EFA/PA will be reimbursed based on actual expenditures as evidenced by agency general ledger.	\$16,234
Food Bank/ Nutritional Supplements FB/NS will be reimbursed based on actual expenditures as evidenced by agency general ledger.	\$5,188
Total Contract	\$21,422

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; and total administrative expenses did not exceed ten percent (10%)

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

Sub-award Data¹
For Grant Year GY19

(i)	Sub-recipient Name	AIDS Healthcare Foundation, Inc.
(ii)	Sub-recipient Unique Entity Identifier:	95-4112121
(iii)	Federal Award Identification Number (FAIN):	2H89HA00034-26-00
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	01/23/19
(v)	Sub-award Period of Performance Start Date:	03/01/2019
	Sub-award Period of Performance End Date:	02/29/2020
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Sub-recipient:	\$21,422
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$21,422
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$21,422
(ix)	Federal Award Project Description:	HIV Emergency Relief Project Grants
(x)	Name of Federal Awarding Agency:	US Department of Health & Human Services
	Name of Pass-Through Entity:	Palm Beach County Board of Commissioners
	Contact Information for Federal Awarding Official:	Lawrence Momodu lmomodu@hrsa.gov (301)443-0694
	Contact Information for Palm Beach County Authorizing Official:	Taruna Malhotra TMalhotr@pbcgov.org (561)355-4716
	Contact Information for Palm Beach County Project Director:	Taruna Malhotra
(xi)	CFDA Number and Name:	93.914 - HIV Emergency Relief Project Grants
(xii)	Identification of Whether Sub-award is R&D:	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	0

****This sub-award notice applies to GY19 only and does not affect the total 3-year contract value. A new Sub-award notice is issued for each grant year.**

¹ This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

Exhibit E - Unobligated Balance Worksheet

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

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

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
1. Core Medical Services Expenditures	\$ -	\$ -	\$ -	\$ -	
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				-	
2. Support Services Expenditures	\$ -	\$ -	\$ -	\$ -	
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				-	
3. Total	\$ -	\$ -	\$ -	\$ -	



DEPARTMENT OF COMMUNITY SERVICES
Ryan White - Notification Form

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)

Will there be an investigation?

? Yes

? No

? NA

Individual Completing Report: Print Name

Position /Title

Individual Completing Report: Signature

Date

*Revised 12/27/16 mw
Formatted 4/11/16 RSP
Effective date 01/2017*

SERVICE CATEGORY DEFINITIONS
HRSA Policy Notice #16-02
MARCH 1, 2019- FEBRUARY 28, 2020

CORE MEDICAL SERVICES

1. Outpatient/Ambulatory Medical Care

Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include: clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.

Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology

Treatment adherence activities provided during an Outpatient/Ambulatory Health Service visit are considered Outpatient/Ambulatory Health Services, whereas treatment adherence activities provided during a Medical Case Management visit are considered Medical Case Management services.

Non-HIV related visits to urgent care facilities are not allowable costs within the Outpatient/Ambulatory Health Services Category.

Emergency room visits are not allowable costs within the Outpatient/Ambulatory Health Services Category.

2. *Laboratory Diagnostic Testing (included in OAMC services, Not a HRSA defined service, no separate SOC)

HIV viral load testing, CD4/CD8, CBC with diff., blood chemistry profile, & other FDA approved routine tests for the treatment of patients with HIV disease. In addition, routine tests pertinent to the prevention of opportunistic infections (VDRL, IGRA, AFB, pap smear, toxoplasmosa, hepatitis B, & CMV serologies) & all other laboratory tests as clinically indicated (e.g. HCV serology) that are generally accepted to be medically necessary for the treatment of HIV disease & its complications and have an established Florida Medicaid or Medicare reimbursement rate, as well as new tests that may not have an established reimbursement rate.

3. AIDS Pharmaceutical Assistance (LPAP)

The purpose of a Local AIDS Pharmaceutical Assistance Program (LPAP) is to provide therapeutics to treat HIV/AIDS or to prevent the serious deterioration of health arising from HIV/AIDS in eligible individuals, including measures for prevention and treatment of opportunistic infections. An LPAP is a program to ensure that clients

receive medications when other means to procure medications are unavailable or insufficient. As such, LPAPs are meant to serve as an ongoing means of providing medications for a period of time.

Limitations:

- Local pharmacy assistance programs are not funded with AIDS Drug Assistance Program (ADAP) earmark funding.
- LPAPs are not to take the place of the ADAP program.
- LPAPs are not emergency financial assistance for medications; please refer to Emergency Financial Assistance- HIV Medications/Prior Authorization Standards of Care.
- Clients cannot be enrolled in another medication assistance program for the same medication, excluding co-payment discounts.
- Funds may not be used to make direct payments of cash/vouchers to a client.
- No charges may be imposed on clients with incomes below 100% of the Federal Poverty Level (FPL).

Local AIDS Pharmaceutical Programs provide:

- HIV medications that are not included in the ADAP formulary
- Medications when the ADAP financial eligibility is restrictive
- Medications if there is a protracted State ADAP eligibility process and/or other means of accessing medications are not available (i.e., pharmaceutical company assistance programs)

4. *Specialty Outpatient Medical Care (Not a HRSA defined service)

Short term treatment of specialty medical conditions and associated diagnostic outpatient procedures for HIV positive patients based upon referral from a primary care provider, physician, physician assistant, registered nurse. Specialties may include, but are not limited to, outpatient rehabilitation, dermatology, oncology, obstetrics and gynecology, urology, podiatry, pediatrics, rheumatology, physical therapy, speech therapy, occupational therapy, developmental assessment, and psychiatry.

5. Oral Health Care

Oral Health Care activities include outpatient diagnosis, prevention, and therapy provided by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

6. Early Intervention Services (EIS)

EIS is the combination of such services rather than a stand-alone service. EIS services must include the following four components:

- Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV-infected
 - Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts
 - HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources
- Referral services to improve HIV care and treatment services at key points of entry
- Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Care Management, and Substance Abuse Care
- Outreach Services and Health Education/Risk Reduction related to HIV diagnosis

7. Health Insurance Premium & Cost Sharing Assistance

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program. The service provision consists of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients; and/or
- Paying standalone dental insurance premiums to provide comprehensive oral health care services for eligible clients; and/or

- Paying cost-sharing on behalf of the client.

To use HRSA RWHAP funds for health insurance premium assistance (not standalone dental insurance assistance), include the following requirements:

- Clients obtain health care coverage that at a minimum, includes at least one U.S. Food and Drug Administration (FDA) approved medicine in each drug class of core antiretroviral medicines outlined in the U.S. Department of Health and Human Services' Clinical Guidelines for the Treatment of HIV, as well as appropriate HIV outpatient/ambulatory health services; and
- The cost of paying for the health care coverage (including all other sources of premium and cost sharing assistance) is cost-effective in the aggregate versus paying for the full cost for medications and other appropriate HIV outpatient/ambulatory health services.

To use HRSA RWHAP funds for standalone dental insurance premium assistance, include the following requirement:

- HRSA RWHAP Part recipients must assess and compare the aggregate cost of paying for the standalone dental insurance option versus paying for the full cost of HIV oral health care services to ensure that purchasing standalone dental insurance is cost effective in the aggregate, and allocate funding to Health Insurance Premium and Cost Sharing Assistance only

8. Medical Nutrition Therapy

Medical Nutrition Therapy includes:

- Nutritional assessment and screening;
- Dietary/nutritional evaluation;
- Food and/or nutritional supplements per medical provider's recommendation;
- Nutrition education and/or counseling.

These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory health services.

All services performed under this service category must be pursuant to a medical provider's referral and based upon a nutritional plan developed by the registered dietitian or other licensed nutrition professional. Activities not provided by a registered/licensed dietician should be considered Psychosocial Support Services under the HRSA RWHAP.

9. Home and Community-Based Health Services

Home and Community-Based Health Services are provided to an eligible client in an integrated setting appropriate to a client's needs, based on a written plan of care established by a medical care team under the direction of a licensed clinical provider. Services include:

- Appropriate mental health, developmental, and rehabilitation services
 - Day treatment or other partial hospitalization services
 - Durable medical equipment
 - Home health aide services and personal care services in the home
- Inpatient hospitals, nursing homes, and other long-term care facilities are not considered an integrated setting for the purposes of providing home and community-based health services.

10. Mental Health Services

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

11. Medical Case Management Services (including treatment adherence)

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities provided under this service category may be provided by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of

communication). Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented services above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Activities provided under the Medical Case Management service category have as their objective improving health care outcomes whereas those provided under the Non-Medical Case Management service category have as their objective providing guidance and assistance in improving access to needed services.

Visits to ensure readiness for, and adherence to, complex HIV treatments shall be considered Medical Case Management or Outpatient/Ambulatory Health Services. Treatment Adherence Services provided during a Medical Case Management visit should be reported in the Medical Case Management service category whereas Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit should be reported under the Outpatient/Ambulatory Health Services category.

SUPPORT SERVICES

1. Non-Medical Case Management Services

Non-Medical Case Management Services (NMCM) is the provision of a range of client centered activities focused on improving access to and retention in needed core medical and support services. NMCM provides coordination, guidance, and assistance in accessing medical, social, community, legal, financial, employment, vocational, and/or other needed services. NMCM Services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Children's Health Insurance Program, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, Department of Labor or Education-funded services, other state or local health care and supportive services, or private health care coverage plans. NMCM Services includes all types of case management encounters (e.g., face-to-face, telehealth, phone contact, and any other forms of communication).

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Client-specific advocacy and/or review of utilization of services
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- NMCM Services have as their objective providing coordination, guidance and assistance in improving access to and retention in needed medical and support services to mitigate and eliminate barriers to HIV care services, whereas Medical Case Management Services have as their objective improving health

care outcomes.

2. Emergency Financial Assistance (EFA)

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries, and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes.. Emergency financial assistance must occur as a direct payment to an agency or through a voucher program. Direct cash payments to clients are not permitted. Continuous provision of an allowable service to a client must not be funded through emergency financial assistance.

3. Emergency Financial Assistance- HIV Medications/Prior Authorization (EFA-PA) * (Not a HRSA defined service)

Emergency Anti-Retroviral medications provided to clients on a limited or short-term basis when no other payer sources are available. Medications purchased under this program must be purchased at Public Health Service (PHS) prices or less.

Limitations:

- Local pharmacy assistance programs are not funded with AIDS Drug Assistance Program (ADAP) earmark funding.
- EFA-PAs are not to take the place of the ADAP program.
- Clients cannot be enrolled in another medication assistance program for the same medication, excluding co-payment discounts.
- Funds may not be used to make direct payments of cash/vouchers to a client.

No charges may be imposed on clients with incomes below 100% of the Federal Poverty Level (FPL).

4. Food Bank/Home Delivered Meals- Nutritional Supplements * (Not a HRSA defined service, No SOC, old Nutritional Supplements definition)

Provision of nutritional supplement prescribed by Primary Medical Care provider. Nutritional services and nutritional supplements provided by a registered dietitian are considered a core medical service under the HRSA RWHAP.

5. Food Bank/Home Delivered Meals

Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
 - Household cleaning supplies
 - Water filtration/purification systems in communities where issues of water safety exist
- Unallowable costs include household appliances, pet foods, and other non-essential products.

6. Emergency Housing Services

Housing provides transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain outpatient/ambulatory health services and treatment, including temporary assistance necessary to prevent homelessness and to gain or maintain access to medical care. Activities within the Housing category must also include the development of an individualized housing plan, updated annually, to guide the client's linkage to permanent housing. Housing may provide some type of core medical (e.g., mental health services) or support services (e.g., residential substance use disorder services).

Housing activities also include housing referral services, including assessment, search, placement, and housing advocacy services on behalf of the eligible client, as well as fees associated with these activities.

Housing activities cannot be in the form of direct cash payments to clients and cannot be used for mortgage payments or rental deposits, although these may be allowable costs under the HUD Housing Opportunities for Persons with AIDS (HOPWA) grant awards.

7. Legal Services

Legal services provided to and/or on behalf of the individual living with HIV and involving legal matters related to or arising from their HIV disease, including:

- Assistance with public benefits such as Social Security Disability Insurance (SSDI)
- Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the RWHAP
- Preparation of:
 - Healthcare power of attorney
 - Durable powers of attorney
 - Living wills

Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:

- Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
- Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption

Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits.

Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under the RWHAP.

8. Medical Transportation Services

Medical Transportation is the provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services.

Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but should not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees.

9. Substance Abuse Residential Services

Substance Abuse Services (residential) activities are those provided for the treatment of drug or alcohol use disorders in a residential setting to include screening, assessment, diagnosis, and treatment of substance use disorder. Activities provided under the Substance Abuse Services (residential) service category include:

- Pretreatment/recovery readiness programs
- Harm reduction
- Behavioral health counseling associated with substance use disorder
- Medication assisted therapy
- Neuro-psychiatric pharmaceuticals
- Relapse prevention
- Detoxification, if offered in a separate licensed residential setting (including a separately-licensed detoxification facility within the walls of an inpatient medical or psychiatric hospital)

Substance Abuse Services (residential) is permitted only when the client has received a written referral from the clinical provider as part of a substance use disorder treatment program funded under the RWHAP.

Acupuncture therapy may be an allowable cost under this service category only when it is included in a documented plan as part of a substance use disorder treatment program funded under the HRSA RWHAP.

RWHAP funds may not be used for inpatient detoxification in a hospital setting, unless the detoxification facility has a separate license.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/23/2019

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

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

PRODUCER USI Insurance Services LLC 10940 White Rock road, 2nd Floor Rancho Cordova, CA 95670	CONTACT NAME: Jesse Williams PHONE (A/C, No, Ext): 916-883-0692 FAX (A/C, No): 610-537-2346 E-MAIL ADDRESS: jesse.williams@usi.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: NORCAL Specialty Insurance Company</td> <td>35114</td> </tr> <tr> <td>INSURER C: Preferred Physicians Medical RRG</td> <td>44083</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: NORCAL Specialty Insurance Company	35114	INSURER C: Preferred Physicians Medical RRG	44083	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED AIDS Healthcare Foundation 6255 W. Sunset Blvd, Floor 21 Los Angeles CA 90028-7422															

COVERAGES **CERTIFICATE NUMBER:** 14439810 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK1948446	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Deductible \$ N/A
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		X	PHPK1948446	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Med Prof Liab-AOS Med Prof Liability-NY			730536E 90005	08/01/2019 08/01/2019	08/01/2020 08/01/2020	\$3,000,000 per claim / \$10,000,000 primary aggregate \$3,000,000 per claim / \$10,000,000 primary aggregate

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

Palm Beach County Board of county Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents are additional insured as it relates to general liability per attached. The general liability, commercial auto liability and professional liability are primary and non-contributory where required by written contract per attached. Waiver of subrogation applies for general liability and commercial auto per attached.

CERTIFICATE HOLDER

 Board of County Commissioners
 Palm Beach County
 Department of Community Services
 810 Datura Street
 West Palm Beach, FL 33401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 14433174 issued on 7/18/2018)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2019

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

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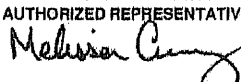
PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Kimberly Kleinman	
	PHONE (A/C, No, Ext): 818.539.8619	FAX (A/C, No): 818.539.8719
E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NOVA Casualty Company		42552
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1861913264 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CF1-WK-10000216-02	8/17/2019	8/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Palm Beach County, Florida Department of Community Services, 810 Datura Street, West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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