PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

				===	===	
Meeting Date: March 17, 2020		[X]	Consent	[]	Regular
		[]	Ordinance	[]	Public Hearing
Department						
Submitted By:	Community Se	rvices				
Submitted For:	Ryan White Pro	ogram				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to Contract for Provision of Ryan White Part A HIV Health Support Services with AIDS Healthcare Foundation, Inc., (AHF) (R2018-0370), for the period March 1, 2018 through February 28, 2021, to increase funding in Grant Year (GY) 2019 by \$139,487, for a new GY 2019 total of \$329,004, for an overall new contract total amount of \$847,525, for the provision of improving health outcomes for persons living with HIV.

Summary: On September 20, 2019, carryover dollars were awarded from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) to increase the GY 2019 funding for the Ryan White grant. This is a carryover amount, not a new award. Carryover amounts will vary from year to year based on funds that were left over from the prior grant year. The amendment is necessary to allocate the funds, as well as reallocate funds that were swept from agencies that were unable to spend them in designated categories. AHF has served 399 clients and will serve approximately 683 clients through the end of the contract. Kristin Harrington, an employee of AHF is a member of the Palm Beach County HIV Care Council provides no regulation oversight, management or policy setting recommendations regarding the agency listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. No County funds are required. (Ryan White Program) Countywide (HH).

Background and Justification: Under the Ryan White Part A Treatment Extension Act of 2009, the Palm Beach County HIV CARE Council has legislative authority to establish service category priorities and allocate funding to these categories. Palm Beach County, as a Ryan White grant administrator, is responsible for contracting with service providers. The listed agency has been selected to receive funding in accordance with the service priorities and funding allocations designated by the Palm Beach County HIV CARE Council.

Attachments: Am Health Support Se	endment No. 2 to Contract for Provision of	Ryan White Part A HIV
Recommended By	y: Janes & Lie Department Director	<u>タ/34/20</u> Dáte
Approved By:	Assistant County Administrator	$\frac{3/3}{20}$

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	139,487				
External Revenue	(139,487)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0		
No. ADDITIONAL FTE POSITIONS (Cumulative)					
Budget Account No.: Fund <u>1010 Dept</u> 142 L	Jnit <u>VAR</u> Object	t <u>VAR</u> Progra	m Code <u>VAR</u>	_ Program F	Period <u>VA</u>
•	Jnit <u>VAR</u> Object	t <u>VAR</u> Progra	m Code <u>VAR</u>	_ Program F	Period <u>VA</u>
•	rces of Funds	/Summary of F	- iscal Impact:	_ •	
Fund 1010 Dept 142 L B. Recommended Sou	rces of Funds	/Summary of F	- iscal Impact:	_ •	
Fund 1010 Dept 142 U B. Recommended Sou Funding source is County funding is	rces of Funds the U.S. Depa required.	/Summary of F	- iscal Impact:	_ •	
Fund 1010 Dept 142 U B. Recommended Sou Funding source is County funding is	rces of Funds the U.S. Depa required. scal Review: _	/Summary of F	Fiscal Impact: h and Human	Services. N	lo
Fund 1010 Dept 142 U B. Recommended Sou Funding source is County funding is	rces of Funds the U.S. Depa required. scal Review: _ Juli	/Summary of I	Fiscal Impact: h and Human cor of Finance	Services. N	lo
B. Recommended Sou Funding source is County funding is C. Departmental Fis	rces of Funds, the U.S. Depa required. scal Review: Juli	/Summary of I rtment of Healt ie Dowe, Direct	Fiscal Impact: h and Human cor of Finance	Services. N	lo
B. Recommended Sou Funding source is County funding is C. Departmental Fis	rces of Funds, the U.S. Depa required. scal Review: Juli	/Summary of I rtment of Healt ie Dowe, Direct	Fiscal Impact: h and Human cor of Finance	Services. N	lo
B. Recommended Sou Funding source is County funding is C. Departmental Fis	rces of Funds, the U.S. Depa required. scal Review: Juli	/Summary of I rtment of Healt ie Dowe, Direct	Fiscal Impact: h and Human cor of Finance	Services. N	lo
B. Recommended Sou Funding source is County funding is C. Departmental Fis	rces of Funds, the U.S. Depa required. scal Review: Juli	/Summary of I rtment of Healt ie Dowe, Direct	Fiscal Impact: h and Human cor of Finance	Services. N	lo
B. Recommended Sou Funding source is County funding is C. Departmental Fis	rces of Funds, the U.S. Depa required. scal Review: Juli	/Summary of Fritment of Healt ie Dowe, Direct EW COMMEN	Fiscal Impact: h and Human for of Finance TS and Control Cont	Services. N and Support	Services
B. Recommended Sou Funding source is County funding is C. Departmental Fis	rces of Funds, the U.S. Depa required. scal Review: Juli	/Summary of Fritment of Healt ie Dowe, Direct EW COMMEN	Fiscal Impact: h and Human cor of Finance	Services. N and Support	Services

C. **Other Department Review:**

Department Director

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

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

THIS SECOND AMENDMENT TO CONTRACT FOR PROVISION OF RYAN WHITE PART A HIV HEALTH SUPPORT SERVICES (R2018-0370) made and entered into at West Palm Beach Florida, on this ______ day of _____, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and 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.

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

WITNESSETH:

WHEREAS, AIDS Healthcare Foundation, Inc., (AHF), and the COUNTY entered into a three-year contract on April 10, 2018, (R2018-0370) for the provision of Ryan White Part A HIV Health Support Services in a total contract amount of \$562,050 (\$187,350 per Grant Year (GY)); and

WHEREAS, AHF and the COUNTY amended the three-year contract on February 5, 2019 (R2019-0196), to amend the Work Plan, increase the total contract amount for GY18 to \$189,517, and update contract language related to Article 9 – Nondiscrimination, Article 14 – Termination, Article 23 – Scrutinized Companies, and Article 31 – Criminal History Records Check; and

WHEREAS, the need exists to amend the contract in order to: update the Work Plan (Exhibit A1); change the funding in the schedule of payments (Exhibit B1); update the Subaward Data – (Exhibit F); include Service Category Definitions – (Exhibit G); increase the total contract amount for GY19; and update language related to Article 9 – Nondiscrimination, Article 10 – Agency's Programmatic Contracts, Article and Article 13 – Amendments to Funding Levels.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on April 12, 2018 (R2018-0370), as amended on February 5, 2019 (R2019-0196) is hereby amended as follows:

- I. New Work Plan Exhibit A2 attached hereto shall replace Work Plan Exhibit A1 in its entirety.
- II. New Exhibit B2 attached hereto shall replace Exhibit B1 in its entirety.
- III. New Exhibit F1 Subaward Data attached hereto shall replace Exhibit F in its entirety.
- IV. New Exhibit G Service Category Definitions is added to the Contract.
- V. ARTICLE 3 PAYMENTS TO AGENCY/REIMBURSABLE shall be amended to read: The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total amount of EIGHT HUNDRED FORTY SEVEN THOUSAND, FIVE HUNDRED AND TWENTY FIVE DOLLARS (\$847,525) for a three year period of which THREE HUNDRED TWENTY NINE THOUSAND AND FOUR DOLLARS (\$329,004) IS BUDGETED IN GY 2019 WITH AN ANTICIPATED ANNUAL ALLOCATION OF THREE HUNDRED TWENTY NINE THOUSAND

AND FOUR DOLLARS (\$329,004) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS CONTRACT.

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 Service Provider(s) in non-compliance with this covenant and at the option of the COUNTY, the Service Provider will forfeit its claim to any reimbursement for that specific month's reimbursement request or the COUNTY may invoke the termination provision in this Contractual. 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 Contract and then will be sent to the Finance Department for payment. 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 annual Contract amount during the Contract period must be approved by the Palm Beach County Board of County Commissioners.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with Palm Beach County, AGENCYS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use sub-AGENCYs, AGENCY must also ensure that all sub-AGENCYs are registered as AGENCYs in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-AGENCY register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-AGENCYs are registered in VSS.

VI. **ARTICLE 9 - NONDISCRIMINATION** shall be amended to read: 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. As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

- VII. **ARTICLE 10 <u>AGENCY'S PROGRAMMATIC CONTRACTS</u>** shall be amended by the addition of the following immediately before the final paragraph of ARTICLE 10:
 - 29. The Agency must comply with 2 C.F.R. 200.

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
	AGENCY:
Marka Nilchause Witness	AIDS Healthcare Foundation, Inc. Agency's Name Typed
Mars	
Witness Name Printed	Agency's Signatory Name Meinstein Agency's Signatory Name Typed
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
	Janes E Street
Assistant County Attorney	James Green, Director Department of Community Services

	Ryan White Pa	rt A Impleme	ntation P	an: Service	Categor	y Table				
Agency Name:	AIDS HEALTHCARE F	OUNDATION								
Fiscal Year: 2019	Service Category:	EFA- HIV M	EFA- HIV Medicaiton Prior Authorization							
	Total Request:	\$100,000								
Service Category Goal: HIV/AIDS	counseling, testing	, referrals, di	agnosis, a	nd linkage	•					
Objective: List quantifiable time	Sorvice	e Unit Def	inition	Number of Pe	rsons	Number of Units to				
service listed above			Jervic	e omi bej	IIICIOII	to be Served		be Provided		
By the end of month 12, AHF wil eligible patients in accordance w		s to 50	1 pre	scription=	1 unit	50		100		
HAB/HHS Performance Measure	e: Prescripti	ion of HIV An	ti-retrovira	l Therapy						
	Baseline	(%)	93%			_				
	Target (%	6)	95%							

^{***}Total Requested Amount is subject to change every fiscal year depending on carry over, sweeps and amendments

	Ryan White Pa	ırt A Implem	entation Pl	an: Servic	e Category	Table	To selline for his biological in a tray right. (The			
Agency Name:	AIDS HEALTHCARE	OUNDATIO	N							
Fiscal Year: 2019	Service Category:	Food Bank	Food Bank- Nutritional Supplements							
	Total Request:	\$13,407								
Service Category Goal: HIV/A	AIDS counseling, testing	g, referrals, c	liagnosis, a	nd linkage	•					
Objective: List quantifiable timelimited objective related to the service listed above				e Unit Def	inition	Number o		Number of Units to be Provided		
By the end of month 12, AHF will provide nutritional supplements to 15 eligible patients in accordance with food bank guidelines.		1 nutrition	al supplen	nent=1 unit	1	5	65			
7							,			
HAB/HHS Performance Meas	sure: Retention	n in HIV Med	lical Care							
	Baseline	(%)	93%			•				
	Target (%	6)	95%							

^{***}Total Requested Amount is subject to change every fiscal year depending on carry over, sweeps and amendments

	Ryan White Pa	rt A Implem	entation Pl	an: Servic	e Category	Table		
Agency Name:	AIDS HEALTHCARE F	OUNDATIO	V					
Fiscal Year: 2019	Service Category:	Local Phare	nacy Asssit	ance				
	Total Request:	\$13,790						
Service Category Goal: HIV/AID:	S counseling, testing	, referrals, d	iagnosis, a	nd linkage	·			
Objective: List quantifiable timelimited objective related to the service listed above						Number of Persons to be Served		Number of Units to be Provided
By the end of month 12, AHF wil eligible patients in accordance w	•		1 unit=1 filled perscription			12	25	500
				7 1				
HAB/HHS Performance Measure	e: Retention	Retention in HIV Medical Care						
	Baseline	(%)	93%					
	6)	95%						
	· · · · · · · · · · · · · · · · · · ·							

^{***}Total Requested Amount is subject to change every fiscal year depending on carry over, sweeps and amendments

	Ryan White Pa	art A Implem	entation Plan: Servic	e Category	Table		and the second
Agency Name:	AIDS HEALTHCARE	FOUNDATION	V				,
Fiscal Year: 2019	Service Category:	Medical Tr	ansportation	•			
	Total Request:	\$2,570					
Service Category Goal: HIV/AID	S counseling, testing	g, referrals, d	iagnosis, and linkage	· ·			
Objective: List quantifiable time	elimited objective re	lated to the	Compies Unit Def	:: ! . !	Number o	f Persons	Number of Units to
service listed above			Service Unit Def	inition	to be S	Served	be Provided
By the end of month 12, AHF wi	ll provide 125 medica	al					
transportation vouchers/Lyft ric	les to 25 RW eligible	clients in	1 unit — 1 vouchor	/Luft mida	25		125
need of these services to increa	se their ability to ren	nain linked	1 unit = 1 voucher	Lynthae		5	125
to HIV care.							
							-
HAB/HHS Performance Measur	e: Retentio	n in HIV Med	ical Care				
	Baseline	(%)	93%		_		
	Target (9	%)	95%				
HAB/HHS Performance Measur	e: HIV Med	lical Visit Fred	luency				
	Baseline	(%)	73%		 :		
	Target (9	%)	77%				

^{***}Total Requested Amount is subject to change every fiscal year depending on carry over, sweeps and amendments

	Ryan White Pa	rt A Impleme	ntation Pla	n: Servic	e Categor	y Table		
Agency Name:	AIDS HEALTHCARE F	OUNDATION						
Fiscal Year: 2019	Service Category:	Laboratory/	Diagnostic [*]	esting				
	Total Request:	\$38,656						
								· · · · · · · · · · · · · · · · · · ·
Service Category Goal: HIV/AIDS	counseling, testing	g, referrals, di	agnosis, and	linkage				
Objective: List quantifiable time	ated to the	Service Unit Definition			Number o	f Persons	Number of Units to	
service listed above			Jervice			to be S	erved	be Provided
By the end of month 12, at least	•	1						
seeking OAMC services will recei		1	1 uni	t = 1 lab	test	75		3,250
chemistry and other approved FI	OA routine tests as c	linically	3,230					3,230
indicated to treat their HIV disea	se.						<u></u>	
	· · · · · · · · · · · · · · · · · · ·		Lancar					·
HAB/HHS Performance Measure	: HIV Viral	Load Suppres	sion					
	Baseline	(%)	61%					
	Target (9	6)	75%					
E.								

^{***}Total Requested Amount is subject to change every fiscal year depending on carry over, sweeps and amendments

WORK PLAN

Work Plan

	Ryan White Part	t A Implem	entation P	lan: Service Category	Table	
Agency Name:	AIDS HEALTHCARE FO	UNDATIO	N			
Fiscal Year: 2019	Service Category:	Early Inter	vention Ser	vices		
	Total Request:	\$69,548		-		
Service Category Goal: HIV/AID:	S counseling, testing,	referrals, d	diagnosis, a	nd linkage.		
Objective: List quantifiable time service listed above	ted to the	Servic	e Unit Definition	Number of Persons to be Served	Number of Units to be Provided	
By the end of month 12, AHF wil Linkage patients into care.	n of	1 unit = 1	5 minutes of contact	75	2,700	
HAB/HHS Performance Measure	e: Prescriptio	n of HIV Ar	nti-retrovira	al Therapy		
	Baseline (9	%)	93		-	
	Target (%)		95			
HAB/HHS Performance Measure	e: Retention	in HIV Med	lical Care	<u> </u>	7	
	Baseline (9	%)	93		_	
	Target (%)		95			
HAB/HHS Performance Measure	e: HIV Viral L	oad Suppre	ession		7	
	Baseline (9	%)	61		-	
-	Target (%)		75			

^{***}Total Requested Amount is subject to change every fiscal year depending on carry over, sweeps and amendments

	Ryan White Part	A Implem	entation P	lan: Service	e Categor	/ Table		
Agency Name:	AIDS HEALTHCARE FO	UNDATIO	V					
Fiscal Year: 2019	ervice Category:	Dutpatient	Ambulato	ry Medical	Care			
	otal Request:	101,669						
Service Category Goal: HIV/AIDS	counseling, testing, r	eferrals, d	iagnosis, a	nd linkage	•			
Objective: List quantifiable timeli	mited objective relat	ed to the	Service Unit Definition			Number of Persons	Number of Units to	
service listed above				e Onit Deji	IIICIOII	to be Served	be Provided	
By the end of month 12, AHF will	provide OAMC service	s to 100						
RW eligible clients. These services	will include at a mini	mum 2	1	unit = 1 vis	sit	100	550	
medical visits more than 60 days apart, including prevetative								
HAB/HHS Performance Measure:	HIV Medica	l Visit Fred	quency					
	Baseline (%	5)	73		· · · · · · · · · · · · · · · · · · ·			
•	Target (%)		77			_		
HAB/HHS Performance Measure:	Retention i	n HIV Med	ical Care					
	Baseline (%	5)	93					
	Target (%)		95	·				
HAB/HHS Performance Measure:	Prescription	າ of HIV Ar	nti-retrovira	al Therapy				
	Baseline (%	5)	93					
	Target (%)		95	1				
HAB/HHS Performance Measure:	: HIV Viral Lo	ad Suppre	ssion					
	Baseline (%	6)	61					
	Target (%)		75					

^{***}Total Requested Amount is subject to change every fiscal year depending on carry over, sweeps and amendments

	Ryan White Par	rt A Impleme	entation Pla	ın: Servic	e Categor	y Table				
Agency Name:	AIDS HEALTHCARE FOUNDATION									
Fiscal Year: 2019	Service Category:	Medical Case Management								
]	Total Request:	\$116,561								
Service Category Goal: HIV/AIDS	counseling, testing,	, referrals, di	agnosis, ar	d linkage						
Objective: List quantifiable timelimited objective related to the				Unit Def	inition	Number of	f Persons	Number of Units to		
service listed above			Jervice	Omit Dej	iiiitioii	to be S	erved	be Provided		
By the end of month 12 at least 9	0% of clients will hav	ve at least								
2 medical visits; will achieve ICP g	goals related to outpa	atient	1 unit :	= 15 minu	te visit	22	3,600			
ambulatory medical care, and wil	l be considered retai	ned in								
HAB/HHS Performance Measure	: HIV Medic	cal Visit Freq	uency							
	Baseline ((%)	73							
	Target (%)	77							
HAB/HHS Performance Measure	: Retention	in HIV Medi	cal Care							
	Baseline ((%)	93							
	Target (%)	95							

^{***}Total Requested Amount is subject to change every fiscal year depending on carry over, sweeps and amendments

Schedule of Payments

2018 - 2020 RYAN WHITE PART A - CONTRACT

**The amounts on this Schedule are based on annual allocations and are subject to change throughout the grant year based on ARTICLE 13 - <u>AMENDMENTS TO</u> FUNDING LEVELS

AIDS Healthcare Foundation								
Core Medical Services	GY18	GY19	GY20	Total Amount				
Early Intervention Services								
	32,149	69,548	69,548	171,245				
Laboratory Diagnostic Testing	21,067	38,656	38,656	98,379				
Medical Case Management								
Services	52,141	116,561	116,561	285,263				
Outpatient/Ambulatory								
Medical Care	78,308	101,669	101,669	281,646				
Subtotal Core Medical Services								
	183,665	326,434	326,434	836,533				
Support Services	GY18	GY19	GY20	Total Amount				
Medical Transportation	5,852	2,570	2,570	10,992				
Subtotal Support Services	5,852	2,570	2,570	10,992				
		_,						
Combined Core Medical and Support Services	GY18	GY19	GY20	Total Combined 3 year Amount				
Total	189,517	329,004	329,004	847,525				

Annual allocations do not rollover to future years if unspent.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission of the general ledger. The backup documentation - copies of paid

^{*}As part of the ADAP/Local Supplemental Drug services, the Agency is allowed to bill a dispensing fee of \$10.24 and shipping fee of \$7.00. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as a desk and/or on-site monitoring on a periodic basis.

receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as a desk and/or on-site monitoring on a periodic basis.

***For Emergency Financial Assistance/Health Insurance and Cost Sharing ONLY: Prior Authorizations payments can be made for back services and also to pay forward payments when payments are due within the grant period but are paying for expenses outside the grant period to bring the client current. This includes items due on the first or tenth of the month outside the grant period, which must be issued or mailed to meet the due date.

***Payments for Emergency Financial Assistance are limited to essential utilities, housing, food and medications (mortgage payments are not allowed). All payments made for services rendered or to be rendered outside of the current grant year must be submitted separate from all other reimbursement requests.

Sub-award Data¹ For Grant Year GY19

	For Grant 1 car G117	
(i)	Sub-recipient Name	AIDS Healthcare Foundation, Inc.
(ii)	Sub-recipient Unique Entity Identifier:	95-4112121
(iii)	Federal Award Identification Number (FAIN):	H89HA00034-26-02
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	09/20/19
(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:	\$117,399
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$329,004
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$329,004
(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

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.

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
 - o 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 communitybased 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).

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(101)				NAME:						
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10940 White Rock road, 2nd Floor				INSURER(S) AFFORDING COVERAGE					NAIC#	
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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.										
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Board of County Commissioners Palm Beach County Department of Community Services					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
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CERTIFICATE OF LIABILITY INSURANCE

8/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO HIGHTS 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(les) 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).

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PRODUCER CONTACT Kimberly Kleinman									
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