

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020 [X] Consent [] Regular
[] Ordinance [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

A) Amendment No. 1 to Contract for Provision of Ryan White Part A HIV Health Support Services with AIDS Healthcare Foundation, Inc. (AHF) (R2019-0491), for the period March 1, 2019 through February 28, 2021, to adjust funding in Grant Year (GY) 2019 and GY 2020 to \$13,790 in the AIDS Pharmaceutical Assistance funding category, for a total contract amount not-to-exceed \$27,580, for the provision of improving health outcomes for persons living with HIV; and

B) Amendment No. 1 to Contract for Provision of Ryan White Part A HIV Health Support Services with AHF (R2019-1615), for the period March 1, 2019 through February 28, 2021, to adjust funding in GY 2019 and GY 2020 to \$100,000 in the Emergency Assistance-Prior Authorization funding category and adjust funding in GY 2019 and GY 2020 to \$13,407 in the Food Bank-Nutritional Supplement funding category, for a total contract amount not-to-exceed \$226,814, for the provision of improving health outcomes for persons living with HIV.

Summary: These amendments are necessary to reallocate funds that were swept from agencies that were unable to spend the funds in designated categories. AHF will provide Ryan White clients with U.S. Food and Drug Administration (FDA)-approved medications to low-income clients living with HIV who have no health care coverage or limited coverage, serving a total of 125 clients in the AIDS Pharmaceutical Assistance category in each year. AHF will also assist Ryan White clients with urgent needs 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 Ryan White-allowable cost needed to improve health outcomes, serving a total of 50 clients in the Emergency Assistance-Prior Authorization category. Further, AHF provides Ryan White clients with food and/or nutritional supplements per medical provider's recommendation, serving a minimum of 15 clients. Kristin Harrington, an employee of AHF, is a member of the Palm Beach County HIV CARE Council (HIV CARE Council). The HIV CARE Council provides no regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction. 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. These items were executed by delegated authority. The Director of Purchasing, or designee, through Ord. No. 2015-004 § 3, 1-13-15; Ord. No 2018-022, § 2, 10-16-18 has delegated authority to execute these contracts. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. No County funds are required. (Ryan White Program) Countywide (HH).

Background and Justification: (On page 3)

Attachments:

- 1. Amendment No. 1 to Contract for Provision of Ryan White Part A HIV Health Support Services with AHF (R2019-0491)
2. Amendment No. 1 to Contract for Provision of Ryan White Part A HIV Health Support Services with AHF (R2019-1615)

Recommended By: [Signature: Tanuja Malhotra] 3/31/2020
Department Director Date

Approved By: [Signature: Donald M. Miller] 4/8/2020
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	\$52,999	\$127,197	\$74,198		
External Revenue	(\$52,999)	(\$127,197)	(\$74,198)		
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0	\$0	\$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 VAR Program Code VAR Program Period VAR

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:** DocuSigned by:
Julie Dowe
05AC9C7CC58C4A4
 Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

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

[Signature] 4/6/2020
 OFMB BR 412

[Signature] 4/7/2020
 Contract Development and Control
 4-7-2020 TD

B. Legal Sufficiency:

DocuSigned by:
Helene C. Hvizd
BE3DE20B2223413
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

(From page 1)

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.

Amendment 1

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

THIS AMENDMENT TO CONTRACT FOR PROVISION OF RYAN WHITE PART A HIV HEALTH SUPPORT SERVICES (R2019-0491) 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, COUNTY and AGENCY entered into a contract for provision of Ryan White Part A HIV Health Support Services on February 26, 2019, R-2019-0491, hereinafter referred to as "Contract"; and

WHEREAS, the need exists to amend the Contract to change the funding amount and extend the end date.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract is hereby amended as follows:

- I. Exhibit "B1" attached hereto shall replace Exhibit "B" to the Contract in its entirety.
- II. Exhibit "D1" - Subaward Data attached hereto shall replace Exhibit "D" to the Contract in its entirety.
- III. **ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE of the Contract shall be amended to state:**

The COUNTY shall pay to the AGENCY for services rendered under this Contract a not to exceed total contract amount of **TWENTY SEVEN THOUSAND, FIVE HUNDRED AND EIGHTY DOLLARS (\$27,580) OF WHICH THIRTEEN THOUSAND, SEVEN HUNDRED AND NINETY DOLLARS (\$13,790) IS BUDGETED IN GY 2019 and THIRTEEN THOUSAND, SEVEN HUNDRED AND NINETY DOLLARS (\$13,790) IS BUDGETED IN GY 2020 .**

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.

IV. **ARTICLE 4 – SCHEDULE of the Contract shall be amended to state:**

The term of this Contract shall start March 1, 2019 and continue through February 28, 2021. 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.

V. **ARTICLE 9 - NONDISCRIMINATION of the Contract shall be amended to state:**

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.

VI. **ARTICLE 10 - AGENCY'S PROGRAMMATIC CONTRACTS in the Contract shall be amended to include:**

30. The Agency must comply with 2 C.F.R. 200.

VII. **ARTICLE 23 - SCRUTINIZED COMPANIES of the Contract shall be amended to state:**

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 AGENCYs 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. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

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 AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

VIII. **ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK of the Contract shall be amended to state:**

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 Resolutions R2013-1470 and R2015-0572, 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 above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) 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.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 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**

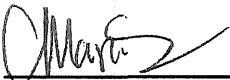
BY _____
Deputy Clerk

BY 
Kathy Scarlett, Director of Purchasing

AGENCY:


Witness Signature

AIDS Healthcare Foundation, Inc.
Agency's Name Typed


Name Printed

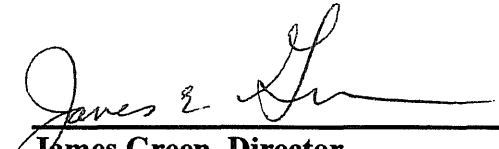

Agency's Signatory Name

President
Agency's Signatory Title Printed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**


Assistant County Attorney


James Green, Director
Department of Community Services

**UNITS OF SERVICE RATE AND DEFINITION
2019/2020 RYAN WHITE PART A - CONTRACT**

Agency: AIDS Health Care Foundation, Inc.

Service: AIDS Pharmaceutical Assistance

Unit Description	Total GY19	Total GY20	Total Contract Amount
<p>A unit of service is 1 filled prescription. The unit may consist of a dispensing fee as well as an additional shipping charge if needed.</p> <p>Dispensing Fee/Unit = \$10.24 Shipping Fee/Unit (if shipping is used) = \$7.00</p> <p>Units will be reimbursed based on a summary report of activity for the billing period. Full backup documentation must be available to justify reimbursed amounts upon request by the County.</p>	\$13,790	\$13,790	\$27,580

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):	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:	-\$61,235
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$13,790
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$13,790
(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.

Client#: 1622168

AIDSHEA1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/03/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 10940 White Rock Rd 2nd Fl Rancho Cordova, CA 95670 916 589-8000	CONTACT NAME: Lisa Hedrick
	PHONE (A/C, No, Ext): 916 883-0591
	FAX (A/C, No):
	E-MAIL ADDRESS: lisa.hedrick@usi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Philadelphia Indemnity Insurance Co. 18058
	INSURER B : TDC National Assurance Company 41050
	INSURER C : National Union Fire Ins Pittsburgh, PA 19445
	INSURER D : NORCAL Specialty Insurance Company 35114
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 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 INSR	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 type="checkbox"/> LOC OTHER:			PHPK2102657	03/01/2020	03/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2102657	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB712932	03/01/2020	03/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Managed Care EO			MCP004602000	03/15/2020	03/15/2021	\$3M each claim/\$3M agg
C	D&O/EPL/Fid			019694343	10/04/2019	10/04/2020	\$5M each claim/\$15M agg
D	Med Prof Liab			730536E	08/01/2019	08/01/2020	\$3M each claim/\$10M agg

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

RE: Ryan White Funding

The general and auto liability policies include automatic Additional Insured/Primary and Non Contributory/Waiver of Subrogation endorsements that provide such status to Palm Beach County Board of county Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County c/o Department of Community Services 301 N. Olive Avenue 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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Amendment 1

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

THIS AMENDMENT TO CONTRACT FOR PROVISION OF RYAN WHITE PART A HIV HEALTH SUPPORT SERVICES (R2019-1615) 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, COUNTY and AGENCY entered into a contract for the provision of Ryan White Part A HIV Health Support Services on February 20, 2019, R-2019-1615, hereinafter referred to as "Contract"; and

WHEREAS, the need exists to amend the Contract to change the funding amount and extend the end date to February 28, 2021.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract is hereby amended as follows:

- I. Exhibit "B1" attached hereto shall replace Exhibit "B" to the Contract in its entirety.
- II. Exhibit "D1" - Subaward Data attached hereto shall replace Exhibit "D" to the Contract in its entirety.
- III. **ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE of the Contract shall be amended to state:**

The COUNTY shall pay to the AGENCY for services rendered under this Contract a not to exceed total amount of **TWO HUNDRED TWENTY SIX THOUSAND, EIGHT HUNDRED AND FOURTEEN DOLLARS (\$226,814) OF WHICH ONE HUNDRED THIRTEEN THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS (\$113,407) IS BUDGETED IN GY 2019 AND ONE HUNDRED THIRTEEN THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS (\$113,407) IS BUDGETED IN GY20.**

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.

IV. **ARTICLE 4 – SCHEDULE of the Contract shall be amended to state:**

The term of this Contract shall start March 1, 2019 through February 28, 2021 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.

V. **ARTICLE 9 – NONDISCRIMINATION of the Contract shall be amended to state:**

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.

VI. **ARTICLE 10 - AGENCY'S PROGRAMMATIC CONTRACTS in the Contract shall be amended to include:**

30. The Agency must comply with 2 C.F.R. 200.

VII. **ARTICLE 23 - SCRUTINIZED COMPANIES of the Contract shall be amended to state:**

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 AGENCY (IES) 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. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

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 AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies With

Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

VIII. **ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK of the Contract shall be amended to state:**

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 Resolutions R2013-1470 and R2015-0572, 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 above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) 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.

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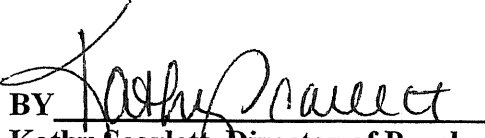
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

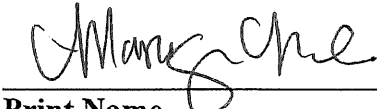
BY _____
Deputy Clerk

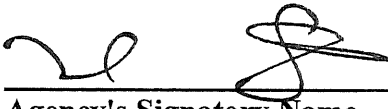
BY 
Kathy Scarlett, Director of Purchasing

AGENCY:


Witness

AIDS Healthcare Foundation, Inc.
Agency's Name Typed


Print Name

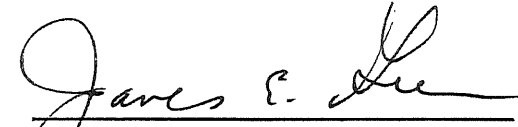

Agency's Signatory Name

Michael Weinstein
Agency's Signatory Name Printed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


Assistant County Attorney


James Green, Director
Department of Community Services

**UNITS OF SERVICE RATE AND DEFINITION
2019/2020 RYAN WHITE PART A - CONTRACT**

Agency: AIDS Health Care Foundation, Inc.

Unit Description	GY19	GY20	Total Contract
Emergency Financial Assistance/ Prior Authorization EFA/PA will be reimbursed based on actual expenditures as evidenced by agency general ledger.	\$100,000	\$100,000	\$200,000
Food Bank/ Nutritional Supplements FB/NS will be reimbursed based on actual expenditures as evidenced by agency general ledger.	\$13,407	\$13,407	\$26,814
Total Contract	\$113,407	\$113,407	\$226,814

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):	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:	\$91,985
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$113,407
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$113,407
(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.

Amendment 1

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

THIS AMENDMENT TO CONTRACT FOR PROVISION OF RYAN WHITE PART A HIV HEALTH SUPPORT SERVICES (R2019-1615) 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, COUNTY and AGENCY entered into a contract for the provision of Ryan White Part A HIV Health Support Services on February 20, 2019, R-2019-1615, hereinafter referred to as "Contract"; and

WHEREAS, the need exists to amend the Contract to change the funding amount and extend the end date to February 28, 2021.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract is hereby amended as follows:

- I. Exhibit "B1" attached hereto shall replace Exhibit "B" to the Contract in its entirety.
- II. Exhibit "D1" - Subaward Data attached hereto shall replace Exhibit "D" to the Contract in its entirety.
- III. **ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE of the Contract shall be amended to state:**

The COUNTY shall pay to the AGENCY for services rendered under this Contract a not to exceed total amount of **TWO HUNDRED TWENTY SIX THOUSAND, EIGHT HUNDRED AND FOURTEEN DOLLARS (\$226,814) OF WHICH ONE HUNDRED THIRTEEN THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS (\$113,407) IS BUDGETED IN GY 2019 AND ONE HUNDRED THIRTEEN THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS (\$113,407) IS BUDGETED IN GY20.**

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.

IV. **ARTICLE 4 – SCHEDULE of the Contract shall be amended to state:**

The term of this Contract shall start March 1, 2019 through February 28, 2021 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.

V. **ARTICLE 9 – NONDISCRIMINATION of the Contract shall be amended to state:**

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.

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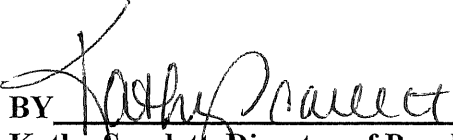
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

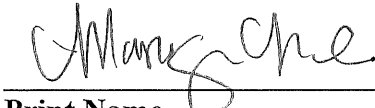
BY _____
Deputy Clerk

BY 
Kathy Scarlett, Director of Purchasing

AGENCY:


Witness

AIDS Healthcare Foundation, Inc.
Agency's Name Typed


Print Name

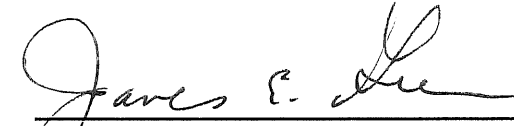

Agency's Signatory Name

Michael Weinstein
Agency's Signatory Name Printed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


Assistant County Attorney


James Green, Director
Department of Community Services

**UNITS OF SERVICE RATE AND DEFINITION
2019/2020 RYAN WHITE PART A - CONTRACT**

Agency: AIDS Health Care Foundation, Inc.

Unit Description	GY19	GY20	Total Contract
Emergency Financial Assistance/ Prior Authorization EFA/PA will be reimbursed based on actual expenditures as evidenced by agency general ledger.	\$100,000	\$100,000	\$200,000
Food Bank/ Nutritional Supplements FB/NS will be reimbursed based on actual expenditures as evidenced by agency general ledger.	\$13,407	\$13,407	\$26,814
Total Contract	\$113,407	\$113,407	\$226,814

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):	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:	\$91,985
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$113,407
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$113,407
(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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2019

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).

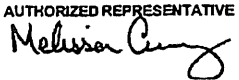
PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Kimberly Kleinman	
	PHONE (A/C, No., Ext): 818.539.8619	FAX (A/C, No): 818.539.8719
E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NOVA Casualty Company		42552
INSURED AIDS Healthcare Foundation 6255 W Sunset Blvd, 21st Floor Los Angeles, CA 90028	AIDSHEA-01	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1043456194 **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 GENTL 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 <input type="checkbox"/> 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) <input type="checkbox"/> Y/N 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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