



APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: November 29, 2016

AGENDA ITEM

November 3, 2016

TO: Mayor Teresa Jacobs
And
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department

A handwritten signature in black ink, appearing to read "Lonnie C. Bell Jr.", written over the printed name.

FROM: Sherry Paramore, Manager
Community Action Division

Handwritten initials or a signature in black ink, possibly "KJ" or "JP", written over the printed name.

CONTACT: Eddie Brown, Program Manager
(407) 836-7416

SUBJECT: License agreement with the AIDS Healthcare Foundation, Inc. for the Pine Hills Community Center and the John Bridges Community Center
November 29, 2016 Consent Agenda

Orange County's Family Services Department, through its Community Action Division, operates and manages the Pine Hills Community Center and the John Bridges Community Center. The AIDS Healthcare Foundation Inc. is a nonprofit organization that requests use of designated space at the Pine Hills Community Center and the John Bridges Community Center to provide services beneficial to the citizens and general public of Orange County. This license agreement sets out conditions of the use of space and of the community partnership with Community Action Division. The term of the license agreement is one year with two additional one year automatic renewals.

ACTION REQUESTED: Approval and execution of License Agreement between Orange County, Florida and AIDS Healthcare Foundation, Inc. regarding the use of Orange County's Community Centers for the Pine Hills Community Center and the John Bridges Community Center.

/kj

Attachment

C: Randy Singh, Assistant County Administrator
Lonnie C. Bell, Jr., Director, Family Services Department
Wanzo Galloway, County Attorney's Office
John Petrelli, Risk Management
Jamilie Clemens, Finance
Patria Morales, Management & Budget Advisor
Yolanda Brown, Fiscal Manager

BCC Mtg. Date: November 29, 2016

LICENSE AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
AIDS HEALTHCARE FOUNDATION, INC.

THIS LICENSE AGREEMENT (referred to as “License” or “Agreement”) is entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as “Licensor” or “County”) whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and AIDS Healthcare Foundation, Inc., a foreign not-for-profit corporation legally authorized to do business in the State of Florida (hereinafter referred to as “Licensee” or “Organization”) whose principal address is 110 SE 6th Street, Suite 1960, Fort Lauderdale, Florida 33301.

RECITALS

WHEREAS, Licensor is the owner of certain real property, as more specifically identified in **Exhibit “A”** attached hereto and incorporated by reference (collectively referred to as “License Area”); and

WHEREAS, Licensee provides certain healthcare services, as more specifically described in **Exhibit “B”** attached hereto and incorporated by reference (collectively referred to as “Services”) for eligible individuals located within the Orlando EMA (“Clients”); and

WHEREAS, Licensee seeks a license to utilize the License Area to provide such Services; and

WHEREAS, Licensor, through its Community Action Division (“CAD”), and the Licensee desire to set forth the terms and conditions under which the Licensee shall be permitted to use the License Area; and

WHEREAS, Licensor has deemed the granting of this License to serve a valid public purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee do hereby agree as follows:

Section 1. Grant of License and Purpose. Licensor hereby grants a non-exclusive revocable license for the License Area from the date of execution of this Agreement by the last signing party or the Licensor, whichever is later (the “Commencement Date”) to the Licensee, its employees and authorized agents in the performance of the Services.

Section 2. Licensee’s Use of License Area. Licensee’s use of the License Area shall be subject to and in accordance with the scheduled days and times as approved by the Licensor (“Schedule”). Any change or modification to the approved Schedule shall require prior written approval by the Licensor, which shall not be unreasonably

withheld. Licensor retains the right to modify or otherwise change the Schedule with less than a twenty-four (24) hour notice to the Licensee in the event of an emergency or unforeseen circumstance that would prohibit the Licensee's use of the License Area in accordance with the established Schedule.

Section 3. **No Monetary Contribution.** Licensee agrees to provide the CAD with certain data as a form of payment for use of the License Area in lieu of rent. The data provided shall include the date(s) of Service and the number of Clients served for each respective License Area (collectively referred to as "Data"). Licensee shall provide the Data on a completed Partner Record Form, a copy of which is attached hereto and incorporated by reference as **Exhibit "C."** Completed Partner Record Forms, reflecting the Data from the prior month shall be submitted to the CAD by the 5th business day of each month, for the term of this Agreement. Failure by the Licensee to provide the completed Partner Record Form by this date each month may result in termination of this Agreement. Licensee shall be responsible for ensuring that no Client personal information or personal health information (PHI), as described under HIPAA regulations, shall be provided either directly or indirectly by the Licensee to the Licensor. Release of any such PHI information by the Licensee shall be a violation of this Agreement and may result in immediate termination of this Agreement.

Section 4. **Term and Termination.**

4.1 **Term.** The term of this License shall be for a period of one (1) year from the Commencement Date, with up to two (2) additional one-year automatic renewals, unless otherwise terminated by either party. The term of this Agreement shall not exceed three (3) consecutive years.

4.2 **Termination.** Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to the other party delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in accordance with Section 6 of this Agreement. Termination or suspension for this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with Section 6.

Section 5. **Assignment and Subcontracts.** Licensee shall not assign or subcontract for any rights or duties under this Agreement to any other party without prior written consent from the County. Any such assignment or subcontract, approved by the County, shall be subject to the same terms and conditions as set forth herein. Copies of all approved assignments or subcontracts shall be made available to the County, or their designee, upon request.

Section 6. **Notice.** All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or overnight delivery, addressed as follows:

As County: Orange County Family Services Department
Attn: Community Action Division Manager
2100 East Michigan Street
Orlando, Florida 32806

Copy to: Orange County Administrator
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

As to Licensee: AIDS Healthcare Foundation, Inc.
110 SE 6th Street, Suite 1960
Fort Lauderdale, Florida 33301

Section 7. **Property "As Is."** The Licenser makes no representation about the condition of the License Area or its suitability for the Licensee's intended use. This License is conditioned upon the Licensee's use of the License Area "AS IS" and "WITH ALL FAULTS."

Section 8. **No Modification or Alterations to and Maintenance of License Area.**

8.1 **No Modification or Alteration.** The Licensee shall make no modification or alterations to the License Area for the entire term of this Agreement without prior written approval by the Licenser. Licensee shall be solely responsible for ensuring that the License Area is restored to as near the condition, normal wear and tear excluded, upon completion of each use. Should the Licensee fail to restore the License Area to its original condition, the Licensee shall be immediately liable for, and immediately reimburse the Licenser, all costs and expenses incurred by the Licenser resulting from such restoration. This provision shall survive the termination of this Agreement.

8.2 **Maintenance of License Area.** Licensee shall be solely responsible for ensuring that the License Area remain clean and orderly while in use by the Licensee. The Licensee shall ensure that all debris and trash are promptly removed from the License Area following each use. Licensee shall be solely responsible for the disposal of any hazardous waste or garbage requiring special handling (e.g. needles, contaminated materials, etc.) which shall be prepared for and disposed of by the Licensee in accordance with the associated disposal requirements. No material deemed to be hazardous waste requiring specific means of disposal shall be discarded into the Licenser's waste disposal system.

Section 9. **Non-Exclusive Use of License Area.** Licensee acknowledges and agrees that the permitted use of the License Area, granted under this Agreement, shall be non-exclusive and shall be in accordance with the approved use Schedule as established by the Licenser. Licensee further acknowledges that nothing in this Agreement shall be deemed to in any way create or otherwise confirm any ownership or possessor interest in any portion of the License Area. The Licensee acknowledges that ownership of the License Area shall at all times remain with the Licenser.

Section 10. **Indemnification.** Licensee will defend, indemnify, and hold harmless the Licenser, its officials, agents, and employees from and against all claims, suits, judgments, demands, liability, damages, costs and expenses, of any nature whatsoever, including reasonable attorney's fees and costs, arising directly or indirectly out of or

caused in whole or in part by any act or omission of the Licensee, its employees, agents, contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of the Licensor. Nothing contained herein shall constitute a waiver of sovereign immunity or provisions of Section 768.28, Florida Statutes and sovereign immunity shall not be extended to the Licensee. This paragraph shall survive the termination of this Agreement.

Section 11. Insurance.

- 11.1 Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this License, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Licensee under this Agreement.
- 11.2 Licensee shall require and ensure that each of its contractors and subcontractors (if any) providing Services hereunder procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified herein. Licensee shall immediately provide County with proof of such insurance upon request.
- 11.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best Ratings are available at www.ambest.com.)
- 11.4 The following coverages are required:
- 11.4.1 Worker's Compensation – Licensee shall provide coverage for its employees within statutory workers' compensation limits, as set forth in Chapter 440, Florida Statutes, and no less than \$500,000 (Five Hundred Thousand) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- 11.4.2 Commercial General Liability – Licensee shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000 (One Million Dollars) per occurrence. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
- 11.4.3 Business Auto Liability – Licensee shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than

\$1,000,000 (One Million Dollars) per occurrence, Combined Single Limit (CSL) or its equivalent.

11.4.4 Professional Liability – Licensee maintain professional liability (errors and omissions or medical malpractice) coverage with liability limits of not less than \$1,000,000 (One Million Dollars) per occurrence, .

11.5 The Organization agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

11.6 All such insurance required of the Licensee shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Any exceptions to the insurance requirements in this section shall be approved by the County in writing. Compliance with these insurance requirements shall not relieve or limit Licensee's liabilities and obligations under this Agreement. Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance.

11.7 For purpose of the foregoing requirements. County's representative and point of contact is:

Orange County Risk Management Division
Attn: Manager
109 E. Church Street, Suite 200
Orlando, Florida 32801

11.8 Protection of Persons and Property:

11.8.1 The Licensee shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operations under this Agreement. The Licensee shall take all reasonable precautions for the safety and protection of:

11.8.1.1 All participants under the Licensee's supervision while on the License Area and other persons who may be affected thereby;

11.8.1.2 All property, materials and equipment on the License Area under the care, custody or control of the Licensee; and

11.8.1.3 Other property at or surrounding the License Area including trees, shrubs, lawns, sidewalks, pavements, and roadways.

11.8.2 Licensee shall take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

11.8.3 The Licensee shall comply with and shall ensure that its participants comply with , all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

- ♦ Occupational Safety & Health Act (OSHA)
- ♦ National Institute for Occupational Safety & Health (NIOSH)
- ♦ National Fire Protection Association (NFPA)

11.8.4 The Licensee must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

11.9 The Licensee shall provide to the County current certificates insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this License Agreement. In addition to the certificate(s) of insurance, the Licensee shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. The certificates shall clearly indicate that the Licensee has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. The Licensee shall notify the County within thirty (30) business days (ten business days for cancellation due to non-payment of premium) of any material change in or cancellation/nonrenewal of insurance coverage. The Licensee shall provide evidence to the County of replacement coverage to maintain compliance with the aforementioned insurance requirements within five (5) business days prior to the effective date of the replacement policy (ies).

Section 12. **Complaints.** The Licensee shall develop and implement procedures for receiving, investigating and responding to Client's complaints that are directly related to those Clients receiving Services. A copy of the procedures shall be submitted to the CAD's Main Office, upon request.

Section 13. **No Third-Party Beneficiary.** It is specifically agreed between the County and the Licensee that this License Agreement is not intended to, by any of the provisions of any part set forth herein, create or establish in any third party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of

action by any person or entity not a signatory to this License Agreement. The duties, obligations and responsibility of the County and the Licensee with respect to third parties shall remain as imposed by law.

Section 14. **County's Quality Assurance Plan.** The County or its designee will evaluate the Licensee's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Licensee's compliance with the terms and conditions set forth herein. Deficiencies by the Licensee of this Agreement which the County, in its sole discretion, determines to be severe or continuing may result in the County's termination of this License Agreement.

Section 15. **Permits and Licenses.** Licensee shall be solely responsible for obtaining any and all permits and applicable licenses which may be required for its performance of Services relating to this License Agreement.

Section 16. **Applicable Laws and Venue.** The Licensee shall comply with all applicable federal, State and local rules, orders, laws and regulations pertaining to the use of the License Area. All claims, controversies, or disputes arising out of this License Agreement shall be settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 17. **Severability.** If any sentence, phrase, paragraph, provision or portion of this License is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this License.

Section 18. **No Partnership or Agency.** Nothing in this License is intended to, or shall be construed in any manner as, create or establish the relationship of principal/agent, employer/employee or joint venture partnership between the Licensee and the Licensor.

Section 19. **Entire Agreement and Amendments.** This License represents the entire agreement of the parties and supersedes all previous communications on this subject, either written or oral, between the parties. Any changes or waivers of this License Agreement shall be only valid when they are written and signed by both parties.

Section 20. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and not intended to be dispositive.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed and executed this Memorandum on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

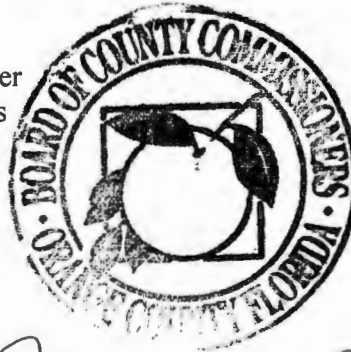
Date: 11.29.16

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Bruce*

Deputy Clerk

Date: NOV 29 2016



AIDS HEALTHCARE FOUNDATION, INC.

By: *Monica Rutherford*

Monica Rutherford, Dir. of Management

Date: 9/30/16

EXHIBIT “A”

PROGRAM LOCATIONS

Pine Hills Community Center
6408 Jennings Road
Orlando, FL 32818

John Bridges Community Center
445 W. 13th Street
Apopka, FL 32703-6903

(INSERT ALL ADDITIONAL APPROVED SITE LOCATION ADDRESSES)

EXHIBIT “B”

PROGRAM DESCRIPTION OF SERVICES

AHF healthcare centers are part of HIV medical care which provides Clients with access to the additional specialists, medications and services needed to remain as healthy as possible.

Days the services will be provided:

Services will be provided at the John Bridges Community Center on Thursdays from 9:00 a.m. to 3:30 p.m. as scheduled with the Community Center Manager. **(TO BE UPDATED ACCORDINGLY)**

(See attached report format that contain all elements to be reported.)

ATTACHMENT “C”
PARTNER REPORT FORM

Name of Organization: AIDS Healthcare Foundation, Inc.

Community Center: _____

Submitted for the month of: _____

Description of services provided	Number of clients served	National Performance Indicator(s) (NPI)	Number of clients achieving outcome (Provide supporting documentation)

Name of staff member submitting report

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2016

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 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: MaryAnn Haggerty
PHONE (A/C, No, Ext): 818-539-2300 **FAX (A/C, No):** 818-539-2301
E-MAIL ADDRESS: MaryAnn_Haggerty@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Quality Comp Inc	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AIDS Healthcare Foundation
6255 W Sunset Blvd, 21st Floor
Los Angeles, CA 90028

COVERAGES

CERTIFICATE NUMBER: 61955712

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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	0150241010	1/1/2016	1/1/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

Re: Orange County Mobile Unit.

CERTIFICATE HOLDER

Pine Hills Community Center
6408 Jennings Road.
Orlando FL 32808

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



RE: Quality Comp, Inc. – Group Workers' Compensation Program

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California. The company is rated "A" Category "VIII" by A.M. Best & Company (NAIC#16608).

Specific Excess Insurance

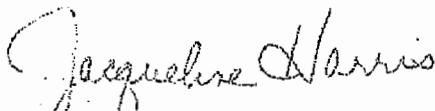
Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2016
Expiration: January 1, 2017

Please contact me if you should have any questions or require additional information. Thank you.

Sincerely,


Jacqueline Harris
Director of Underwriting

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF THE DIRECTOR

NUMBER 4515

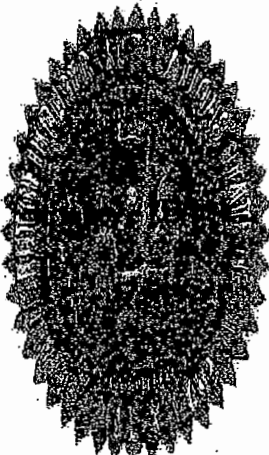
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

John M. Rea
JOHN M. REA

DIRECTOR

Mark T. Johnson
MARK T. JOHNSON

MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3703 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF SELF INSURANCE PLANS

11050 Olson Drive, Suite 230

Rancho Cordova, CA 95670

Phone No. (916) 464-7000

FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California

This day the 10th of December 2015

A handwritten signature in black ink, appearing to read 'Jon Wroten'.

Jon Wroten, Chief

ORIG: Jackie Harris
Underwriting & Operations Manager
Monument Insurance Services
255 Great Valley Pkwy., Ste 200
Malvern, Pa 19355

NUMBER: 4515 - 0024

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

AIDS Healthcare Foundation

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

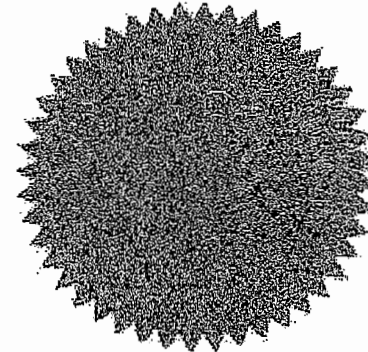
(Master CertificateHolder)


STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE: October 7, 2010 DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA




James A. Ware, Chief


John C. Duncan, Director

*Revocation of Certificate. *A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him. (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance