

Meeting Date: August 16, 2016

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department

**Submitted By: Community Services**

**Submitted For:** Ryan White Part A

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to ratify:** signature of the Vice Mayor on Subaward Agreement No. 9920160083 Addressing HIV CARE Project with the Rand Corporation, for the period May 13, 2016, through August 31, 2016, in an amount not to exceed \$82,950, to continue improving health outcomes for persons living with HIV Spectrum Disease.

**Summary:** On March 1, 2016, the Board of County Commissioners ratified the Ryan White Part A, Data Integration Grant with the RAND Corporation (R2016-0239). A subaward agreement was received from the RAND Corporation issuing a grant amount of \$82,950. The total anticipated award is \$317,365, of which \$82,950 is being requested in the first grant funding period beginning May 13, 2016, through August 31, 2016. The grant award will continue through two (2) subsequent twelve (12) month funding cycles. The Addressing HIV Care Project is a collaboration between Palm Beach County Community Services Department and the City of West Palm Beach, Department of Housing and Community Development. The funding provides support to integrate data management systems between the Ryan White Part A and Housing Opportunities for Persons with AIDS (HOPWA) programs. The funds will improve the delivery of medical and housing services, improve health outcomes, coordinate service delivery and quality management through improved data infrastructure for homeless HIV-positive clients. The emergency signature process was utilized because there was not sufficient time to submit the agreement through the regular Board of County Commissioner's agenda process. No County match is required. (Ryan White) Countywide (HH)

**Background and Justification:** The Department of Community Services' Ryan White program will improve the coordination of services for the HIV-positive homeless population by coordinating data systems and service planning with the HOPWA program.

**Attachments:** Subaward Agreement No. 9920160083 with Walkthrough Memo

Recommended By: J. J. J. J.  
Department Director

7/28/16  
Date

**Approved By:**

*Nancy L. Bolm*  
Assistant County Administrator

8/16/16  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2098	2020
Capital Expenditures					
Operating Costs	82,950				
External Revenue	(82,950)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes ☐ No ☒

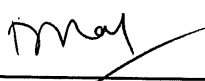
Budget Account No.:

Fund 1010 Dept 142 Unit 1480 Object 8201 Program Code Var Program Period GY16

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

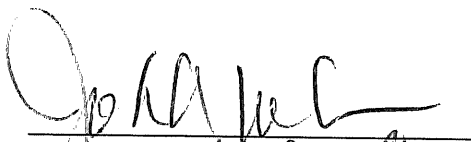
Funding source is the U.S. Department of Health and Human Services, through the Rand Corporation..

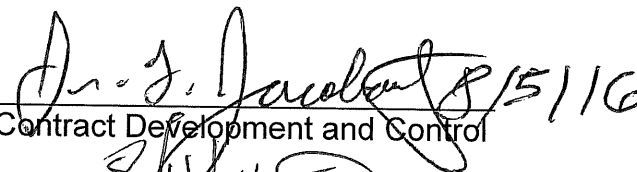
### C. Departmental Fiscal Review:

  
Taruna Malhotra, Assistant Department Director

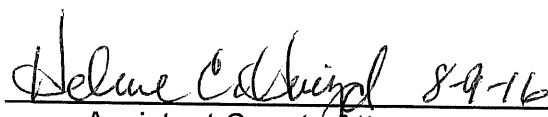
## III. REVIEW COMMENTS

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

  
OFMB ET 7/29/16  
8/1  
8/1/16

  
Contract Development and Control  
8/4/16  
16 TW

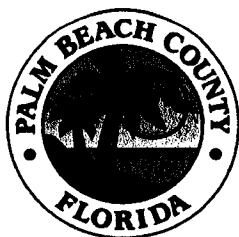
### B. Legal Sufficiency:

  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



## MEMORANDUM

**TO:** Mary Lou Berger, Mayor  
Board of County Commissioners

**THRU:** Verdenia C. Baker, County Administrator  
Board of County Commissioners

**THRU:** Nancy L. Bolton, Assistant County Administrator  
Board of County Commissioners

**FROM:** Channell Wilkins, Director  
Community Services Department

**DATE:** June 13, 2016

**RE:** Ryan White Part A, Data Integration Grant  
Subaward Agreement No. 9920160083 - Addressing HIV CARE Project

### Department of Community Services

810 Datura Street  
West Palm Beach, FL 33401  
(561) 355-4700  
FAX: (561) 355-3863  
[www.pbcgov.com](http://www.pbcgov.com)

### Palm Beach County Board of County Commissioners

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor

Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

### County Administrator

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"


Pursuant to Section 309 of the Administrative Code, your signature is needed for the approval of the attached Subaward Agreement No. 9920160083, - Addressing HIV Care. The source of this funding is the Health Resources Services Administration, through the RAND Corporation. The total anticipated award is \$317,365, of which \$82,950 is being requested in the first grant funding period beginning May 13, 2016, through August 31, 2016. The grant award will continue through two (2) subsequent twelve (12) month funding cycles. There are no County match funds required.

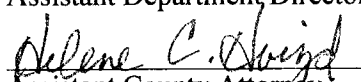
The Addressing HIV Care Project is a collaboration between Palm Beach County Community Services Department and the City of West Palm Beach, Department of Housing and Community Development. The funding provides support to integrate data management systems between the Ryan White Part A and Housing Opportunities for Persons with AIDS (HOPWA) programs. The funds will improve the delivery of medical and housing services, improve health outcomes, coordinate service delivery and quality management through improved data infrastructure for persons living with HIV/AIDS.


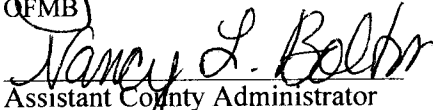
The emergency signature process is being utilized because there is not sufficient time to submit the agreement through the regular Board of County Commissioner's agenda process. Staff will submit this item at the next BCC Commission meeting.

If additional information is needed, please contact Taruna Malhotra at 561-355-4716.

Approved by:

  
Assistant Department Director

  
Assistant County Attorney

  
OFMB  
  
Assistant County Administrator

Attachments: Subaward Agreement No. 9920160083

## Subaward Agreement

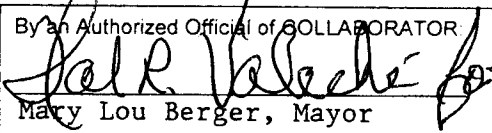
Institution/Organization ("RAND") Name: RAND Corporation Address: 1776 Main Street Santa Monica, CA 90401	Institution/Organization ("COLLABORATOR") Name: Palm Beach County Board of Commissioners Address: PO Box 4036 West Palm Beach, FL 33402 DUNS.: 07-847-0481	
Prime Award (FAIN) No. U1SHA29299	Subaward No. 9920160083	
Awarding Agency Health Resources and Services Administration	CFDA No. 93.145	
Subaward Period of Performance 13 May 2016 – 31 August 2016	Amount Funded this Action \$82,950.00	Est. Total (if incrementally funded) \$317,365.00
Project Title Addressing HIV Care		

### Terms and Conditions

- 1) RAND hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachments 4 and 5, respectively. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of RAND.
- 2) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, per 45CFR Part 75, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. No-cost extensions require the approval of RAND. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 3) Collaborator agrees that the timeliness and performance of work and service under this Subaward shall conform to high professional standards in the field. Collaborator will use its best efforts to formulate opinions and information upon which RAND and the Sponsor may rely. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 4) For the Collaborator, the following individuals are considered to be essential for the work being performed under this Subaward: Geoffrey Downie, Frank Frank, Shoshana Ringer, Sheron Hoo-Hing. Changes without the prior written approval by RAND are not allowed.
- 5) Collaborator is expected to follow HHS regulations for the protection of human subjects in 45 CFR Part 46, implement section 491(a) of the PHS Act, and provide a systematic means, based on established, internationally recognized ethical principles, to safeguard the rights and welfare of individuals who participate as subjects in research activities. Noncompliance shall result in immediate termination of this agreement.
- 6) Collaborator grants to RAND the right to use data created in the performance of this Subaward agreement. Analysis of the data shall be conducted based upon procedures jointly agreed to between the Principal Investigator of RAND and Collaborator. Data collection shall only be undertaken by Collaborator following approved human subjects procedures. Any human subjects violation shall be cause for termination of the Subaward. All data collected by the Collaborator for this project shall be made available to the RAND Principal Investigator.
  - 6.1) The data supplied by Collaborator shall be considered confidential. RAND agrees not to disclose any such confidential information without the prior written consent of the Collaborator, except for information that is already in the public domain or subsequently enters the public domain through no fault of RAND. RAND shall use any and all appropriate safeguards to prevent the use or disclosure of the confidential information.
  - 6.2) RAND reports or publications which are produced for this project will use the provided data in a de-identified form, and that data shall be aggregated with data from other sources to further protect from exposure.
- 7) It is agreed that Collaborator may be contributing to RAND publications or presentations of or from this research. "Publications" refers to literature reviews, technical publications, journal articles and any other types of publications. "Presentations" refers to delivering of speeches or papers at conferences, symposiums, etc. Collaborator will provide RAND with a copy of any proposed publication thirty (30) days in advance of any proposed submission, or ten (10) days in advance of any proposed presentation. All authors contributing to RAND Publications or Presentations must be responsive to the Quality Assurance review (as seen at [http://www.rand.org/standards/standards\\_high.html](http://www.rand.org/standards/standards_high.html)) and satisfy its conditions prior to submission

or release.

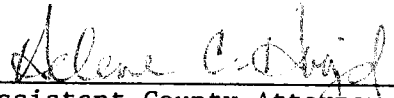
- 8) Collaborator is responsible to RAND for progress reports after consulting with the Principal Investigator for due dates. Approximate due dates are seen in the Attachment 4 Timeline. Failure of the Subcontractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the subcontractor. RAND will notify the subcontractor of its intent to withhold payment on any invoice or voucher submitted.
- 9) RAND shall reimburse Collaborator not more often than monthly for allowable costs up to the amount shown above, which includes all local taxes and duties. All invoices shall be submitted to the RAND Financial contact as identified in Attachment 3, using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, period being invoiced, certification of the indirect cost rate used, and certification as to truth and accuracy of invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3. All invoices shall be reviewed and approved by the principal investigator at RAND prior to processing.
- 10) A final statement of cumulative costs incurred, marked "FINAL," must be submitted to RAND's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report. After submission and before payment of the final invoice, Collaborator and each assignee under an assignment shall execute and deliver a release and assignment containing such exceptions as may be appropriate, discharging RAND, its officers, agents and employees of and from liabilities, obligations and claims, with respect to the total estimated cost for performance of work under this Subaward.
- 11) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator. The Collaborator shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the Agreement and shall retain the substantiating documents such as bills, invoices, cancelled checks, and receipts in the Collaborator's files for a period of not less than three years after expiration of the Agreement period. . At any time or times prior to final payment , and upon reasonable advance notice, RAND may make such audit of the invoices as shall be deemed proper. Each provisional payment shall be subject to reduction to the extent of amounts which are found not to constitute allowable costs, and shall also be subject to reduction for overpayments in accordance with 2 CFR Part 200 and 45 CFR Part 75.
- 12) Reimbursement for Indirect Cost Rates will be limited to the rates and time periods covered by the negotiated agreements. The rates, if negotiated, are hereby incorporated without further action of the contracting officer.
- 13) Collaborator agrees to maintain insurance comparable or equal to the following U.S. insurance: Worker's Compensation; Comprehensive General Liability with Bodily Injury and Property Damage Limits of at least \$1million each occurrence and \$1million aggregate, each; Comprehensive Auto Liability with Bodily Injury Limits of at least \$500,000 each person, \$1 million each occurrence and Property Damage Limits of \$1 million each occurrence.
- 14) This Subaward will expire upon the completion of the Agreement Period of Performance specified above unless extended or earlier terminated. The Subaward may be terminated: 1) for convenience by either party with thirty (30) days written notice; 2) if the Collaborator defaults in performing this contract and fails to cure the default within 10 days (unless extended by RAND) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance; 3) if the prime sponsor terminates its award to RAND for any reason, this agreement may be terminated immediately with written notice by RAND to the Collaborator. In the event of termination, Collaborator shall be paid for all work performed and all uncancellable obligations up to the date of termination. Collaborator will make no further commitments under this Subaward and will take all reasonable actions to cancel outstanding obligations. Collaborator will furnish all necessary reports of research completed and all work in progress as of the date of termination. The total period of performance of this subaward is expected to extend through August 2018. However, the continuation of this subaward, along with future funding, is dependent upon funding from the Sponsor. A subaward amendment will be issued each year to indicate the continuation of the project.
- 15) Both parties agree that they will endeavor to resolve any disputes arising from or related to this Agreement amicably through discussions with each other. Except as required by law, each party shall treat the existence of any dispute, negotiation or arbitration and details of all submissions, proceedings, and decisions related thereto as confidential and shall not disclose them to any third party or publicize them in any way.
- 16) Except as noted in the Budget, Attachment 5, no property may be purchased under this Subaward.
- 17) Both parties agree that this is the entire Subaward and that there are not agreements, understandings or covenants of any kind, nature or description, expressed or implied, which are not set forth herein. In the event of an inconsistency in this Subaward, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) these terms and conditions, 2) Attachment 1, 3) Attachment 2, 4) Attachment 4 and, 5) Attachment 5.
- 18) The provisions of this agreement are severable, and if any provisions are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 19) The Subaward is subject to the terms and conditions of the Prime Award as identified in Attachment 2.
- 20) By signing below Collaborator makes the certifications and assurances shown in Attachment 1.

By an Authorized Official of RAND:   Date	By an Authorized Official of COLLABORATOR:  Mary Lou Berger, Mayor Date <u>6/28/05</u>
--	--

Attest  
Sharon R. Bock  
Clerk and Comptroller

Approved As To Form and Legal Sufficiency

By: \_\_\_\_\_  
Deputy Clerk

By:   
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

BY:   
DEPARTMENT HEAD

**Attachment 1**  
**Subaward Agreement Certifications and Assurances**

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

**Equal Employment**

If applicable, Collaborator certifies by signing this Subaward Agreement, adherence to the requirements found in 41 CFR Part 60 <http://www.ecfr.gov> :

**This contractor and subcontractor (COLLABORATOR) shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**This contractor and subcontractor (COLLABORATOR) shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**Equal Opportunity**

The Collaborator shall abide by the requirements of 41 CFR 60-1.4 – Equal Opportunity Clause – as amended, and as applicable.

**Uniform Guidance Assurance**

Collaborator assures RAND that it complies with 2 CFR Part 200 and that it will notify RAND of completion of required audits and of any adverse findings, which impact this subaward. Note that For-Profit organizations and Foreign entities have the option of conducting a Single Audit (using OMB Circular A-133), or a program-specific audit.

**Conflict of Interest**

(Check applicable box):

☐ Collaborator hereby certifies it has implemented and is enforcing a written policy of financial conflict of interest compliant with the **Public Health Service (PHS)** provisions of 42 CFR Part 50, Subpart F and 45 CFR Part 94. All individuals responsible for the design, conduct or reporting of research for the proposal have made the required disclosures to the Collaborator's institutional official in accordance with the Collaborator's policy, and Collaborator agrees to forward information about financial conflicts of interest to RAND for reporting to the PHS as required by the regulations.

☐ Collaborator has **not** implemented a written policy of financial conflict of interest compliant with PHS provisions of 42 CFR Part 50, Subpart F and 45 CFR Part 94 or NSF's Policy, as applicable. Subrecipient shall be subject to RAND's Conflict of Interest policy and disclosure requirements.

Collaborator's Authorized Institutional Representative acknowledges this requirement by initialing here.  
Initials: MLB Date: 6/28/16  
Mary Lou Berger, Mayor

**Other Certifications**

Representations and Certifications for the Collaborator as seen at <https://www.sam.gov/>

Attest: Sharon K. Bock  
Clerk and Comptroller

Approved As To Form  
And Legal Sufficiency

By: \_\_\_\_\_  
Deputy Clerk

By: Helene Colby  
Assistant County Attorney

**BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION**

**For all orders above the limit prescribed in Section 319 of P.L. 101-121 (31 U.S.C.) or its successor regulation (currently \$150,000), the Collaborator must complete and sign the following:**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in Public Law 101-121, FAR 52.203-11 and 52.203-12, and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The Collaborator, by signing the Agreement, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Collaborator shall complete and submit, with the Agreement, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: *Mary Lou Berger*

PRINTED NAME: Mary Lou Berger, Mayor

DATE: 6/28/16

Attest  
Sharon R. Bock  
Clerk and Comptroller

Approved As To Form and Legal Sufficiency

By: \_\_\_\_\_  
Deputy Clerk

By: *Debra C. ...*  
Assistant County Attorney



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND  
OTHER RESPONSIBILITY MATTERS  
(FIRST TIER SUBCONTRACTOR)**

**For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$35,000) and in accordance with the requirements of 2 CFR 180, the Collaborator must complete and sign the following:**

The Collaborator certifies, to the best of its knowledge and belief, that--  
The Collaborator and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Collaborator shall provide immediate written notice to RAND if, at any time **prior to subcontract award**, the Collaborator learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Collaborator's responsibility. Failure of the Collaborator to furnish a certification or provide such additional information as requested by RAND may render the Collaborator nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Collaborator is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Collaborator knowingly rendered an erroneous certification, in addition to other remedies available to RAND, RAND may terminate the contract resulting from this solicitation for default.

SIGNATURE: \_\_\_\_\_

*Mary Lou Berger* for

PRINTED NAME: \_\_\_\_\_

Mary Lou Berger, Mayor

DATE: \_\_\_\_\_

6/28/14

Attest  
Sharon R. Bock  
Clerk and Comptroller

Approved As To Form and Legal Sufficiency

By: \_\_\_\_\_

Deputy Clerk

By: \_\_\_\_\_

*Helene C. Heinz*  
Assistant County Attorney

## Attachment 2 Prime Award Terms

### Standard Terms:

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. HRSA requires grantees to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:  
*"This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."*  
 Grantees are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and subrecipients of Federal funds are subject to the strictures of the Medicare and Medicaid antikickback statute (42 U.S.C. 1320a 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item .... For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/revisedlep.html>.
6. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
7. The Consolidated Appropriations and Further Continuing Appropriations 2015 (P.L. 113235) enacted December 16, 2014, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. HRSA funds may not be used to pay the salary of an individual at a rate in excess of \$183,300. The Executive Level II of the Federal Executive Pay Scale salary is currently set at \$183,300, effective January 11, 2015. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts for substantive work under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs,

those payments must meet the test of reasonableness and be consistent with institutional policy. Your award amount will not necessarily be recalculated to adjust for necessary reductions in salaries included in your proposal. However, none of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the salary limitation. [It is important to note that an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.]

8. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/ocr/civilrights/understanding/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P.L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

9. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov>.

It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and subrecipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees ([https://www.sam.gov/sam/transcript/SAM\\_Quick\\_Guide\\_Grants\\_Registrationsv1.6.pdf](https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrationsv1.6.pdf)), an entity's registration will become active after 35 days. Therefore, check for active registration well before the application deadline.

10. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IVA, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.

#### Program Specific Terms:

1. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.

2. The requirements of 48 CFR section 3.908 (found at <http://www.ecfr.gov>) implementing section 828 of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub.L. 112-239, enacted January 2, 2013) entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" apply to this award. This notice requires that grantees inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. The details of 41 U.S.C.

4712 can be found at <http://uscode.house.gov/browse.xhtml>. (regarding 48 CFR section 3.908, note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term, should read as "grant," "grantee," "subgrant," or "subgrantee").

3. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170 (<http://www.hrsa.gov/grants/ffata.html>). The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (noncompeting continuation), etc.). Subawards to individuals are exempt from these requirements.

4. All postaward requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action and approved by HRSA prior to implementation.

5. Funds under this announcement may not be used for the following purposes:

- 1) Charges that are billable to third party payers (e.g., private health insurance, prepaid health plans, Medicaid, Medicare, HUD, other Ryan White Program funding including ADAP);
- 2) To directly provide housing or health care services (e.g., HIV care, counseling and testing) that duplicate existing services;
- 3) Cash payments to clients;
- 4) Purchase, construction of new facilities or capital improvements to existing facilities;
- 5) Purchase or improvement to land;
- 6) Purchase vehicles;
- 7) Fundraising expenses;
- 8) Lobbying activities and expenses;
- 9) Reimbursement of preaward costs;
- 10) International travel; and/or
- 11) Syringe Services Programs

6. Travel to attend national conferences for the purposes of disseminating Special Projects of National Significance (SPNS) findings is limited to only two such conferences per year and the recipient must be a presenter on activities related to this project, best practices or lessons learned. Any such conferences being supported with SPNS funding will be limited to no more than two staff participants. Prior approval from the Project Officer and Grants Management Office is required for exceptions to sending more than 2 presenters.

7. The recipient is required to establish and maintain a process for protecting client confidentiality throughout the project period. Client confidentiality requirements apply to all phases of the project.

Attachment 3 Subaward Agreement	
RAND Contacts	Collaborator Contacts
<b>Administrative Contact</b>  Name: Lori B. McCracken  Address: 1776 Main Street, P.O. Box 2138 Santa Monica, CA 90407-2138  Telephone: 310.393.0411 x 7947 Fax: 310.451.6973 Email: lorim@rand.org	<b>Administrative Contact</b>  Name: Taruna Malhotra  Address: 810 Datura Street, West Palm Beach, FL 33401  Telephone: (561) 355-4716 Fax: (561) 656-7305 Email: tmalhotr@pbcgov.org
<b>Principal Investigator</b>  Name: Vivian Towe Address: 1200 S. Hayes Street Arlington, VA 22202-5050  Telephone: 703.413.1100 x 5178 Fax: 703.414.4763 Email: towe@rand.org	<b>Project Director</b>  Name: Geoffrey Downie Address: 810 Datura Street, West Palm Beach, FL 33401  Telephone: (561) 355-4730 Fax: (561) 355-3863 Email: GDownie@pbcgov.org
<b>Financial Contact</b>  Name: Lori B. McCracken  Address: 1776 Main Street, P.O. Box 2138 Santa Monica, CA 90407-2138  Telephone: 310.393.0411 x 7947 Fax: 310.451.6973 Email: lorim@rand.org	<b>Financial Contact</b>  Name: Frank Frank  Address: 810 Datura Street, West Palm Beach, FL 33401  Telephone: (561) 355-4708 Fax: (561) 233-2183 Email: FFrank@pbcgov.org
<b>Authorized Official</b>  Name: Curtis Hoy  Address: 1776 Main Street, P.O. Box 2138 Santa Monica, CA 90407-2138  Telephone: 310.393.0411 x 6790 Fax: 310.451.6973 Email: hoy@rand.org	<b>Authorized Official</b>  Name: Channell Wilkins Address: 810 Datura Street, West Palm Beach, FL 33401  Telephone: (561) 355-4702 Fax: (561) 656-7303 Email: CWilkins@pbcgov.org

## Attachment 4 Statement of Work

The goals of the project are to: (1) Successfully integrate data sources to link housing and care information for service providers; (2) Improve the care coordination between housing and care service providers; (3) Evaluate the change in health outcomes and service provision after integration at each site; and, (4) Evaluate the change in health outcomes and service provision across sites. **By agreeing to this scope of work, you are accountable for completing all tasks as outlined in your RAND-approved Operational Plan, meeting all deadlines as specified in your submitted timeline.**

### Research Tasks

The projects four main goals contain several sub-research tasks:

#### 1 Plan Data Integration

- 1.1 Identify and contract with vendor, if applicable
- 1.2 Create Operational Plan with timeline
- 1.3 Establish partnerships, through data sharing agreements, with all organizations that will have access to the integrated data system

#### 2 Complete Data Integration

- 2.1 Design, develop, test, and implement final system integrating Ryan White and HOPWA data
- 2.2 Incorporate feedback from all partners
- 2.3 Provide training to all agencies and their staff using the final system
- 2.4 Test data in integrated system for accuracy and completeness

#### 3 Design and Implement Evaluation

- 3.1 Design and Implement Enhanced Coordination and Monitoring Plan

#### 4 Participate in Overall Evaluation and with Technical Assistance

- 4.1 Submit data from all partners on a monthly basis
- 4.2 Provide feedback and respond to requests from RAND staff
- 4.3 Participate in annual site visit
- 4.4 Participate in all required TA activities

Geoffrey Downie will be the project lead and will coordinate all activities with RAND staff. In the contract period he will:

- Attend conference calls with RAND, as needed
- Ensure that all project tasks meet deadlines as outlined in the timeline
- Report to RAND monthly on project activities
- Participate in Technical Assistance events, as outlined in the TA Plan
- Design and implement site evaluation (with RAND)
- Participate, through the sharing of data, in the project evaluation
- Conduct administrative tasks as needed
- Attend annual Performance Sites meeting in Arlington, VA

### Deliverables

- RAND-Approved Operational Plan
- Signed Data Sharing Agreements / MOUs with participating agencies
- Pre-test data, in the form of a download of all data sets to be integrated, including data from all agencies that will be given access to the final system
- Monthly Project Activities report
- Integrated System,
- Monthly data post integration for use in the evaluation
- Site evaluation report



<b>Project Timeline</b>			
<b>May 1, 2016 to August 31, 2016</b>			
<i><b>Task</b></i>	<i><b>Target Date</b></i>	<i><b>Responsible Party</b></i>	<i><b>Deliverable</b></i>
Part A Housing Priority Defined	2/15/2016	CARE Council	Comp Plan Goal
BCC Contract Agenda Items	5/18/2016	Part A Grantee	Executed Contract
RAND Contract	7/12/2016	Part A Grantee	Executed Contract
Agency Sub-Contracts	7/12/2016	Part A Grantee	Executed Contract
BCC Data Sharing Agenda Item	4/26/2016	Part A Grantee	AIS Submitted
Local Data Sharing Agreements	6/21/2016	Grantee, Sub-Awardees	Executed Agreement
Obtain HOPWA Waiting List	6/30/2016	HOPWA, Part A Grantee	Client List
Target Population Lists	7/30/2016	Part A Grantee	Client List
Hire Evaluation Specialist	4/1/2016	Part A Grantee	Employment Agreement
Data Variable Mapping	7/30/2016	GTI	PE Program Item
EHR Interfaces	8/15/2016	GTI	PE Program Item
End-User Interviews	7/30/2016	GTI	PE Program Item
Hire HOPWA Temp	8/1/2016	HOPWA	Employment Agreement
HOPWA Data Entry	9/30/2016	HOPWA	PE Program Item
Identify Broward Best Practices	7/30/2016	GTI, Eval Specialist	Best Practices Document
Define HOPWA Eligibility	8/1/2016	HOPWA, CARE Council	PE Program Item
SAMIS Integration	8/30/2016	GTI, Part A Grantee	PE Program Item
Define PE Reports	8/30/2016	GTI, Eval Specialist	PE Program Item
Finalize Evaluation Plan	8/1/2016	Eval Specialist	Evaluation Plan
NQC Quality Review	8/30/2016	NQC, Part A Grantee	QM Recommendations
TA Contract BCC Agenda Item	6/22/2016	Part A Grantee	AIS Submitted
Capacity Building TA Contract	8/16/2016	Part A Grantee	Executed Contract



September 1, 2016 to August 31, 2017			
Task	Target Date	Responsible Party	Deliverable
End User Training	9/15/2016	GTI, Part A Grantee	Training Event
PE Live for HOPWA	9/30/2016	GTI	PE Program Item
HOPWA Waiting List Review	9/30/2016	HOPWA, Part A Grantee	Shared Wait List
Target Population List Review	9/30/2016	HOPWA, Part A Grantee	Baseline Statistics
Update Client Housing Plans	10/15/2016	HOPWA	Plans Updated in PE
Waiting List Client Referrals	10/15/2016	HOPWA, Part A Grantee	Referral Process Defined
HOPWA @ CARE Council Mtgs	monthly	HOPWA	Attendee List
CARE Council @ HHA Mtgs	monthly	CARE Council	Attendee List
Project Meetings	monthly	All	Attendee List
Review of Jail Linkage Coord	11/15/2016	Part A Grantee	Report to CARE Council
Review/Implement NQC Recs	3/1/2017	Part A Grantee	Report to CARE Council
Eval Capacity Building TA	4/15/2017	Part A Grantee	Training Sessions Held
Evaluation Framework	5/1/2017	HOPWA, Part A Grantee	Report to Part A Grantee
Reporting System	5/30/2017	HOPWA, Part A Grantee	Report to Part A Grantee
Key Informant Interviews	6/15/2017	Part A Grantee	Report to Part A Grantee
Client Satisfaction Surveys	6/15/2017	Part A Grantee	Report to Part A Grantee
Care Continuum Report	7/1/2017	Part A Grantee	Report to CARE Council
Fiscal/Utilization Report	7/1/2017	HOPWA, Part A Grantee	Report to CARE Council
Evaluation Report	8/1/2017	HOPWA, Part A Grantee	Report to CARE Council
PE Technical Assistance	TBD	GTI	TA Held
Sponsor TA Meeting	TBD	RAND	Attendee List
Documentation of Results	8/30/2017	Part A Grantee	Report to CARE Council
Conference Dissemination	TBD	HOPWA, Part A Grantee	Presentations Made

September 1, 2017 to August 31, 2018			
Task	Target Date	Responsible Party	Deliverable
HOPWA Waiting List Review	9/30/2017	HOPWA, Part A Grantee	Shared Wait List
Target Population List Review	9/30/2017	HOPWA, Part A Grantee	Updated Baseline Stats
Update Client Housing Plans	10/15/2017	HOPWA	Plans Updated in PE
Waiting List Client Referrals	10/15/2017	HOPWA, Part A Grantee	Wait List Updated
HOPWA @ CARE Council Mtgs	monthly	HOPWA	Attendee List
CARE Council @ HHA Mtgs	monthly	CARE Council	Attendee List
Project Meetings	monthly	All	Attendee List
Eval Capacity Building TA	4/15/2018	Part A Grantee	Training Sessions Held
Key Informant Interviews	6/15/2018	Part A Grantee	Report to Part A Grantee
Client Satisfaction Surveys	6/15/2018	Part A Grantee	Report to Part A Grantee
Care Continuum Report	7/1/2018	Part A Grantee	Report to CARE Council
Fiscal/Utilization Report	7/1/2018	HOPWA, Part A Grantee	Report to CARE Council
Evaluation Report	8/1/2018	HOPWA, Part A Grantee	Report to CARE Council
PE Technical Assistance	TBD	GTI	TA Held
Client Track Integration	7/1/2018	GTI, Part A Grantee	Data Sharing Agreement
Sponsor TA Meeting	TBD	RAND	Attendee List
Documentation of Results	8/1/2018	Part A Grantee	Report to CARE Council
Conference Dissemination	TBD	HOPWA, Part A Grantee	Presentations Made



## Attachment 5 Budget

HOPWA/RW DATA INTEGRATION					
TIME PERIOD 1		5/1/2016	TO	8/31/2016	
Object Class Categories				Ryan White Allocation	Total
a. Personnel (Name, Position)	Annual Salary	Program FTE	Program Salary	Administration	
Temporary Staff (New Position)	\$ 20,000	1	20,000	20,000	20,000
Personnel Subtotal	\$ 20,000	1	20,000	20,000	20,000
b. Fringe Benefits					
Health Insurance: Medical, Dental, and Life Insurance			0	0	0
Retirement Benefits			0	0	0
Payroll Taxes			0	1,500	1,500
Fringe Subtotal			0	1,500	1,500
c. Travel					
Washington DC TA meeting				0	2,000
Travel Subtotal				0	2,000
d. Equipment					
Computer				800	800
Data Management System Hardware				5,000	5,000
Equipment Subtotal				5,800	5,800
e. Supplies					
Office Supplies				250	250
				0	0
Supplies Subtotal				250	250
f. Contractual					
Groupware Technologies				18,400	18,400
SAMIS				20,000	20,000
Consultants				15,000	15,000
Contractual Subtotal				53,400	53,400
g. Subtotal Period 1				80,950	82,950

HOPWARW DATA INTEGRATION					
TIME PERIOD 2	9/1/2016	TO	8/31/2017		
a. Personnel (Name, Position)	Annual Salary	Program FTE	Program Salary	Administration	
Data Analyst (DCS)	\$52,532	1	\$52,532	\$52,532	\$52,532
Personnel Subtotal	\$52,532	1	\$52,532	\$52,532	\$52,532
<b>b. Fringe Benefits</b>					
Health Insurance: Medical, Dental, and Life Insurance			\$0	\$10,506	\$10,506
Retirement Benefits			\$0	\$3,099	\$3,099
Payroll Taxes			\$0	\$3,940	\$3,940
Fringe Subtotal			\$0	\$17,546	\$17,546
<b>c. Travel</b>					
Washington DC TA meeting					\$2,000
					\$0
					\$0
Travel Subtotal				\$0	\$2,000
<b>d. Equipment</b>					
Computer				\$1,000	\$1,000
Equipment Subtotal				\$1,000	\$1,000
<b>e. Supplies</b>					
Office Supplies				\$250	\$250
				\$0	\$0
Supplies Subtotal				\$250	\$250
<b>f. Contractual</b>					
Groupware Technologies				\$44,133	\$44,133
Consultants					\$0
Contractual Subtotal				\$44,133	\$44,133
<b>g. Subtotal Period 2</b>				<b>\$115,461</b>	<b>\$117,461</b>



HOPWARW DATA INTEGRATION					
TIME PERIOD 3	9/1/2017	TO	8/31/2018		
a. Personnel (Name, Position)	Annual Salary	Program FTE	Program Salary	Administration	
Data Analyst	\$54,108	1	\$54,108	\$54,108	\$54,108
Personnel Subtotal	\$54,108	1	\$54,108	\$54,108	\$54,108
b. Fringe Benefits					
Health Insurance: Medical, Dental, and Life Insurance			\$0	\$11,146	\$11,146
Retirement Benefits			\$0	\$3,192	\$3,192
Payroll Taxes			\$0	\$4,058	\$4,058
Fringe Subtotal			\$0	\$18,397	\$18,397
c. Travel					
Washington, DC TA meeting					\$2,000
					\$0
					\$0
Travel Subtotal				\$0	\$2,000
d. Equipment					
Client Track Bridge				\$20,000	\$20,000
Equipment Subtotal				\$20,000	\$20,000
e. Supplies					
Office Supplies				\$250	\$250
				\$0	\$0
Supplies Subtotal				\$250	\$250
f. Contractual					
Groupware Technologies				\$22,200	\$22,200
Consultants					\$0
Contractual Subtotal				\$22,200	\$22,200
g. Subtotal Period 3				\$114,955	\$116,955
Total				\$311,365	\$317,365

**Attachment 6**

RAND Corporation is a federal contractor subject to Executive Order 11246, Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended. As such RAND is committed to taking positive steps to implement the employment-related aspects of the company's equal employment opportunity policy. It is the company's policy to take affirmative action to employ, advance in employment, and otherwise treat qualified minorities, females, protected veterans, and individuals with disabilities without regard to their race/ethnicity, sex, sexual orientation, gender identity, veteran status, or disability.

Pursuant to 41 CFR §§ 60-300.44(f)(1)(ii) and 741.44(f)(1)(ii), we hereby notify you of our company policy related to our affirmative action efforts and request appropriate action on your part.