

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 8, 2024

☒

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 approve: Retroactive Subrecipient Agreement (Agreement) for the Ending the HIV Epidemic (EHE): A Plan for America Initiative Program in Palm Beach County (County) with Rebel Recovery Florida, Inc.(RRF), for the five (5) year period March 1, 2025 through February 28, 2030, totaling \$375,000, of which \$75,000 is budgeted in Grant Year (GY) 2025, with an anticipated annual allocation of \$75,000 in each subsequent GY, contingent upon a budgetary appropriation by the Board of County Commissioners (BCC), and subject to funding approval by the U.S. Department of Health and Human Services (HHS) and Health Resources Services Administration (HRSA);

Summary: On January 7, 2025, the BCC ratified the Mayor’s signature on the EHE grant application (R2025-0020). This grant focuses on reducing HIV/AIDS infections in the United States by 90% by 2030. To support the goal of ending the epidemic, the County will use the award to provide Harm Reduction Intervention Services (HRIS) to people living with both HIV and co-occurring substance use disorders. These services will be provided in partnership with an established community-based Syringe Services Program (SSP) and will cover a range of client-centered activities aimed at identifying individuals and linking them to care and treatment. RRF will serve approximately 23 clients with HRIS services. From March 1, 2024 to February 28 2025, RRF had 1,540 engagements with 376 unduplicated participants. Ms. Nancy McConnel, an employee of Rebel Recovery Florida, Inc., is a member of the County’s HIV Care Council (Care Council). The Care Council provides no regulation, oversight, management, or policy-setting recommendation regarding the agency contract listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the County Code of Ethics. **No County match is required.** Countywide (HH)

Background and Justification: The County has been receiving the Ryan White HIV/AIDS Emergency Relief Project grant since 1994. Additionally, the County has been awarded the EHE grant since 2020.

- Attachments:**
- 1. Subrecipient Agreement with RRF

DocuSigned by:
Tanuna Mallotra
1459E4101E1049C

6/11/2025

Recommended By:

Department Director

Date

Approved By:

Assistant County Administrator

6/17/25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029	2030
Capital Expenditures						
Operating Costs	43,750	75,000	75,000	75,000	75,000	31,250
External Revenue	(43,750)	(75,000)	(75,000)	(75,000)	(75,000)	(31,250)
Program Income						
In-Kind Match (County)						
NET FISCAL IMPACT	0	0	0	0	0	0

# 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
Does this item include the use of state funds? Yes No x

Budget Account No.:
Fund 1010 Dept 142 Unit 1481 Object 8201 Program Code EP40 Program Period Varies

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

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4...

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

Signature

OFMB

6/11/25

Signature

Contract Development and Control

6/12/25

B. Legal Sufficiency:

Signature

Assistant County Attorney

6-16-25

C. Other Department Review:

Department Director

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

SUBRECIPIENT AGREEMENT

This Agreement is made as of the 8th day of July, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Rebel Recovery Florida, 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 **81-5190566**.

WHEREAS, the COUNTY has entered into an agreement with the U.S. Department of Health and Human Services and is designated Recipient Administrator of the Ending the HIV Epidemic (EHE) Initiative Program in Palm Beach County; and

WHEREAS, the COUNTY is committed to a syndemic approach to address the needs of communities overburdened by concurrent or sequential epidemics of HIV, Behavioral Health, Substance Use Disorders, and/or Housing instability; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

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

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 ENDING THE HIV EPIDEMIC INITIATIVE FUNDED SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Implementation Plan (**EXHIBIT A**) and Unit of Service Rate and Definition (**EXHIBIT B**). The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT O - ENDING THE HIV EPIDEMIC (EHE) INITIATIVE PROGRAMMATIC REQUIREMENTS** and adhere to the applicable Service Category Definitions in **EXHIBIT K**. No changes in the Implementation Plan or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal

agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A**, **EXHIBIT B**, and **EXHIBIT K** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The term of this Agreement shall be for one (1) year, starting March 1, 2025 (initial term) and the Agreement will automatically renew for four (4) additional one (1) year term(s) (renewal terms), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A**, **EXHIBIT B**, **EXHIBIT K**, and **EXHIBIT O**.

ARTICLE 5 PAYMENTS TO ENDING THE HIV EPIDEMIC INITIATIVE FUNDED AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **THREE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$375,000.00) OVER A FIVE-YEAR PERIOD, OF WHICH SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) IS BUDGETED IN GRANT YEAR 2025 WITH AN ANTICIPATED ANNUAL ALLOCATION OF SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) TO BE BUDGETED IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, by the twenty-fifth (25th) 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 twenty-fifth (25th) 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 Agreement. 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 Agreement shall include documents acceptable to the Community Services Department. The final invoice under this Agreement must be labeled "Final Invoice" and must be received by the COUNTY not later than March 31st of each fiscal year that this Agreement is in effect.

Invoices received from the AGENCY pursuant to this Agreement will be reviewed for authenticity and accuracy and approved by the DEPARTMENT to verify that services have been rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Funding changes can be approved, in writing, by the DEPARTMENT Director or Assistant Director at their discretion for up to ten percent (10%) of the total Agreement amount during the Agreement period. Changes in excess of ten percent (10%) of the annual Agreement amount during the

Agreement period must be approved by the Palm Beach County Board of County Commissioners.

In order to do business with Palm Beach County, agencies 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 subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent grant year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County, and received from the United States Government under 42 U.S.C. § 243 (c); 300ff, 11 et seq. U.S Department of Health and Human Services (HHS).

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO ENDING THE HIV EPIDEMIC INITIATIVE PROGRAM AGENCY FUNDING LEVELS

This Agreement may be amended, or funds swept, to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, changes in grant award from the federal government, or re-allocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the County, the Department Director or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of this Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided. An increase of over ten (10%) of the monthly expenditure rate must be pre-approved with an authorized signature from the DEPARTMENT. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have expended at a minimum twenty percent (20%) of its service dollars. If the minimum has not been expended ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have expended at a minimum forty percent (40%) of its service dollars. If the minimum has not been expended fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have expended at a minimum seventy-five percent (75%) of its service dollars. If the minimum has not been expended one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

By October 1 of each year that this Agreement is in effect, the AGENCY must notify the COUNTY if it is unable to spend the balance of the Agreement and complete an Unobligated Balance Worksheet **(EXHIBIT J)**. Failure to submit this information may result in reductions in future funding.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY’S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed

to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

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

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the Federal Government based on the AGENCY’S provision of services, or failure to provide services, pursuant to this Agreement, including but not limited to, determinations of client eligibility for Ending the HIV Epidemic Initiative funds. The AGENCY also agrees that funds made available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY’S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

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

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

All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, 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, or genetic information. Failure to meet this

requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, 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, 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.

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 2000d et seq., Title VI, Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, 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.

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other

remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 ENDING THE HIV EPIDEMIC INITIATIVE FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the Agency's Programmatic Requirements contained in **EXHIBIT O**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

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

The AGENCY will provide a final close-out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Agreement.

- a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number if

required by the Single Audit Act.

c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

d. The audit is due within (9) months after the end of the AGENCY'S fiscal year.

e. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.

f. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or

circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 21 DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
- D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Agreement that have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the grant to the COUNTY under the U.S Department of Health and Human Services

(HHS) Program, 42 U.S.C. § 243 (c); 300ff, 11 et seq., is suspended or terminated, this Agreement shall be immediately terminated effective on the date the U.S Department of Health and Human Services (HHS) notifies the COUNTY of the suspension or termination.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in Implementation Plan, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Implementation Plan affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail - return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Program Manager, Ending the HIV Epidemic (EHE)
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Nancy McConnell
Rebel Recovery Florida, Inc.
400 North Congress Ave. Suite 130
West Palm Beach, Florida 33401

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 C.F.R. Part 75.326 -

75.340 - Procurement Standards and 45 C.F.R. Part 92 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, 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 Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies 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 sections 215.473, Florida Statutes 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 Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

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

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of

this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

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

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement 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 Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY 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 Agreement 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.

ARTICLE 38 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

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

fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the Discriminatory Vendor List may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, subcontractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 41 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 42 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting their obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F**, which is attached hereto and incorporated herein.

ARTICLE 43 DEBARMENT AND SUSPENSION

A completed **EXHIBIT I - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** is required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ARTICLE 44 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 45 SUBAWARD DATA AND FEDERAL CERTIFICATIONS AND ASSURANCES

AGENCY must comply with **EXHIBIT G - Subaward Data**, and must complete and comply with the Federal Certifications and Assurances contained in the following Exhibits:

- a. **EXHIBIT H** - Certification Regarding Lobbying, Byrd Anti-Lobbying Amendment
- b. **EXHIBIT I** - Certification Debarment and Suspension

- c. **EXHIBIT L** - Certificates (Regarding Debarment and Suspension, Drug-Free Workplace, Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke)
- d. **EXHIBIT M** - Assurance - Non Construction Programs
- e. **EXHIBIT N** - Assurance of Compliance

ARTICLE 46 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation, as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance money.

ARTICLE 47 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 48 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the 42 U.S.C. 6201 - Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 49 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 51 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 52 REGULATIONS

The AGENCY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 53 AGENCY USE OF PALM BEACH COUNTY MOBILE HEALTH CLINICS

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing Palm Beach County Mobile Health Clinics (MHC), pursuant to the procedures, terms, and conditions of this Agreement, and those contained in CSD's Ending the HIV Epidemic Mobile Health Clinics' PPM #RW-O-005, **(EXHIBIT Q)**, attached hereto and incorporated herein by reference. AGENCY shall not operate the MHC. AGENCY'S use of the MHC is limited solely to the provision of the services contained within the AGENCY's Implementation Plan **(EXHIBIT A)**, and meeting AGENCY's obligations under the terms of this Agreement. AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force pertaining to the AGENCY or its use of the MHCs. Notwithstanding anything to the contrary contained in this Agreement, the right to use COUNTY MHCs properly granted to the AGENCY in this Agreement amounts only to a license to use the MHCs, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. **INDEMNIFICATION:** AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the MHC, or any action, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Article shall

survive termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

ARTICLE 54 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY’S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY’S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 55 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 56 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT P**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 57 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 58 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
Palm Beach County


PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Maria G. Marino, Mayor

AGENCY:
Rebel Recovery Florida, Inc.

BY:

Signed by:

0672C526495F4BD...

Authorized Signature

Nancy McConnell

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: 

Initial
HCH

Assistant County Attorney

BY:

DocuSigned by:

1459E4101F1619C

Department Director

EXHIBIT A

Ending the HIV Epidemic Implementation Plan			
Agency Name:	Rebel Recovery FL, Inc.		
Fiscal Year: 2025	Service Category:	Harm Reduction Intervention Services (HRIS)	
	Total Amount:	\$75,000	
Service Category Goal: To identify and link to care people with HIV who inject drugs using evidence-based harm reduction strategies in conjunction with an established Syringe Services Program (SSP)			
Objective: List quantifiable time limited objective related to the service listed above	Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
At the end of the project period, increase the percentage of people with HIV who inject drugs that are aware of their HIV status and linked to care by 70% through the provision of Harm Reduction Intervention Services with equitable outcomes across client demographics (Race/Ethnicity, Birth Sex, Gender Identity, Age, Country/Territory of Birth, Transmission Category).	1 unit = 15 minutes of service	23	138
EHE Performance Measure:			
	Knowledge of HIV Status		
	Baseline (%)	19.8%	
	Target (%)	89.8%	

UNITS OF SERVICE RATE AND DEFINITION
2025-2029 Ending the HIV Epidemic

Rebel Recovery Florida, Inc.						
Ending the HIV Epidemic	GY25	GY26	GY27	GY28	GY29	Total
Harm Reduction Intervention Services (HRIS)	75,000	75,000	75,000	75,000	75,000	375,000
Total	75,000	75,000	75,000	75,000	75,000	375,000

Annual allocations do not rollover to future years if unspent.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. The backup documentation – copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as a desk and/or on-site monitoring on a periodic basis.

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed ten percent (10%)

OR

☐ There were under expenditures in the amount of \$_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

Signature

Date

Print Name

CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

AGENCY NAME

Authorized Representative

Date

Attachments:

- a. Statement of Cash flows
- b. Statement of Activities
- c. Statement of Financial Position



COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form



Agency / Program: _____

Date Incident Occurred: _____

Person Completing Form: _____

Date of Report: _____

Email address (Optional): _____

Phone #: _____

Method of Communication: (Please check the appropriate box)

- ☐ Drop Off
- ☐ Standard Mail
- ☐ Secured Line
- ☐ Certified Mail
- ☐ Encrypted Email

Incidents Reported: (Please check the appropriate box)

- Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.
 - ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.
 - ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County – within 14 business days.
 - ☐ Resignation/Termination of CEO, President, or CFO
 - ☐ Resignation/Termination of key funded staff
 - ☐ Program funded staff vacancy over 90 days
 - ☐ Loss of funding from another Funder that could impact services
 - ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
 - ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

Individual Completing Report: Print Name

Position / Title

Individual Completing Report: Signature

Date

USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.
2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.
3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.
4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.
6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

Sub-award Data
For Grant Year GY 2025

(i)	Sub-recipient Name	Rebel Recovery Florida, Inc.
(ii)	Sub-recipient Unique Entity Identifier:	81-5190566
(iii)	Federal Award Identification Number (FAIN):	UT833954
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	03/01/2025
(v)	Sub-award Period of Performance Start Date:	03/01/2025
	Sub-award Period of Performance End Date:	02/28/2026
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Sub-recipient:	\$75,000
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$75,000
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$75,000
(ix)	Federal Award Project Description:	Ending the HIV Epidemic
(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:	India Smith Grants Management ISmith@hrsa.gov (301)443-2096
	Contact Information for Palm Beach County Authorizing Official:	Maria G. Marino MMarino@pbc.gov (561) 624-6547
	Contact Information for Palm Beach County Project Director:	Dr. Casey Messer cmesser@pbcgov.org (561) 355- 4730
(xi)	CFDA Number and Name:	93.686- 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 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.

CERTIFICATION REGARDING LOBBYING

BYRD ANTI-LOBBYING AMENDMENT

This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

-Signed by:

Nancy McConnell

Signature of Vendor's Authorized Official

Nancy McConnell, CEO

Name and Title of Vendor's Authorized Official

6/9/2025

Date

CERTIFICATION DEBARMENT AND SUSPENSION

The Vendor certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Rebel Recovery FL

ADDRESS: 400 N Congress Ave suite 130 WPB FL 33401

COMPANY'S AUTHORIZED OFFICIAL:

Nancy McConnell, CEO

Name and Title

Signed by: Nancy McConnell
Signature 66726526495F4BD...

6/9/2025
Date

Rebel Recovery UOB																
	Cumulative Clip	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Monthly Clip	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Budget Clip	8%	16%	24%	33%	42%	50%	58%	67%	75%	83%	92%	100%			
Service Category	CURRENT AWARD	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	TOTAL	% EXPENDED	
Harm Reduction														\$ -	#DIV/0!	
*Placeholder not in use. Update as necessary.														\$ -	#DIV/0!	
SUM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
By October 1 of each year that this Agreement is in effect, the AGENCY must notify the COUNTY if it is unable to spend the balance of the Agreement and complete an Unobligated Balance Worksheet																
Failure to submit this information may result in reductions in future funding.																

ENDING THE HIV EPIDEMIC
SERVICE CATEGORY
DESCRIPTION

Service Category Descriptions:

Harm Reduction Intervention Services (HRIS)

Description:

This service covers a range of client-centered activities focused on identifying and linking to care PWH who inject drugs. These services are to be provided in conjunction with an established community based Syringe Services Program (SSP) using evidence-based Harm Reduction Strategies.

Key activities include:

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

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

Client is not required to meet PBC EHE eligibility criteria to receive HRIS services

Caps/Limitations None

EXHIBIT L

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work- place in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement re- quired by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

- point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services 200
Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, 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 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 Federally 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children’s services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

Signed by:
Nancy McConnell

0672C526495F48D
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

CEO
TITLE

Rebel Recovery FL
APPLICANT ORGANIZATION

6/9/2025
DATE

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Previous Edition Usable
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- Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

EXHIBIT M

9.

Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10.

Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11.

Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12.

Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13.

Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14.

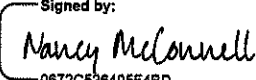
Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15.

Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16.

Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17.

Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18.

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
<div>Signed by:  0672C526A95E4BD</div>		CEO	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Rebel Recovery FL		6/9/2025	

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
- 4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

6/9/2025
Date

Signed by:

0672C526489F4BD
Signature and Title of Authorized Official

Nancy mcConne11
Name of Applicant or Recipient

**ENDING THE HIV EPIDEMIC INITIATIVE (EHE) FUNDED AGENCY'S
PROGRAMMATIC REQUIREMENTS**

Failure to provide or adhere to the following information or activity in a timely fashion and in the format required will constitute a material breach of this Agreement and may result in termination of this Agreement.

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

1. To allow COUNTY through its Community Services Department to monitor AGENCY to assure that its goals and objectives, as outlined in the Implementation Plan, **EXHIBIT A**, are adhered to. Non-compliance may impact future contract awards and/or funding level.
2. To maintain service records reflecting and including documentation of all client encounters, services, treatment or action plans and client-level data including the following: unduplicated client identifier, sex, gender, age, race, ethnicity, HIV transmission risk factors, indicators of service need, and zip code of residence.
3. To allow COUNTY access to EHE service records for the purpose of contract monitoring of AGENCY service goals, quality improvement initiatives, and other program Agreements.
4. To maintain client records containing documentation of EHE for the purpose of contract monitoring of Agency service goals, quality improvement initiatives and other program agreements.
5. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Agreement for a period of not less than seven (7) years.
6. To comply with Federal and COUNTY needs assessment and Ryan White Service Report (RSR) requirements (basic computer equipment needed).
7. The AGENCY must maintain separate financial records for EHE funds and account for all receipts and expenditures, including direct and indirect cost allocations and in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. EHE fund cost allocations are to be completed and posted by service category, delineating direct service and administrative costs, to the general ledger on a monthly basis.
8. To promptly reimburse the County for any funds that are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses by the AGENCY. This will be calculated by actual cost per unit as determined by the COUNTY at the time of the monthly reimbursement or annual fiscal monitoring.

9. AGENCY must submit any and all reports to the COUNTY for each individual service as requested.

All reports are subject to on-site verification and audit of AGENCY'S records. Copies of the required forms will be supplied to the AGENCY. Failure to provide this information in a timely fashion and in the format required shall deem AGENCY in non-compliance with this covenant and, at the option of the COUNTY, AGENCY will forfeit its claim to any reimbursement for that service or the COUNTY may invoke the termination provision in this Agreement.

10. AGENCY must comply with EHE and applicable Federal, State and local statutes, as may be amended. Non-compliance may impact future contract awards and/or funding level. Compliance includes, but is not limited to:
 - a. Clients receiving EHE services must have documentation of HIV serostatus;
 - b. The AGENCY must participate in a community-based Coordinated Services Network. A Coordinated Services Network is defined as: A collaborative group of organizations that provide medical and support services to persons living with HIV in order improve health outcomes and reduce health disparities. The concept of a Coordinated Services Network suggests that services must be organized to respond to the individual or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner that reduces fragmentation of care between service providers;
 - c. The AGENCY must comply with Palm Beach County's Minimum Eligibility Criteria for EHE services;
 - d. The AGENCY must comply with the Palm Beach County EHE Service Standards of Care; and
 - e. AGENCY must also participate in System of Care-level Quality Management activities initiated by the DEPARTMENT to assess the effectiveness and quality of services delivered through EHE funding. **AGENCY must track outcomes for each client by, but not limited to:**
 1. **Linkage to Care, Retention in Care, Prescribed Antiretroviral Therapy, and Viral Suppression data.**
 2. **Documenting of CD4 and viral load lab results, according to HHS Clinical Guidelines for the Treatment of HIV/AIDS and Palm Beach County EHE service standards.**
 3. **Other data requested by the DEPARTMENT as part of system-wide quality improvement projects**

All AGENCIES are expected to identify problems in service delivery that impact health-status outcomes at the client and system levels. Corrective actions, if required, should be initiated by the AGENCY and coordinated with the COUNTY and its Quality Management Program. All AGENCIES and AGENCIES' EHE vendors are expected to participate in quality assurance, evaluation activities, and initiatives to improve jurisdictional outcomes.

11. AGENCY must ensure that funds received under the Agreement shall be as the payer of last resort and must be able to provide supporting documentation that all other available funding resources were utilized prior to requesting funds under this Agreement.

12. AGENCY must not expend EHE funds received pursuant to this Agreement with any for-profit entity if there is a nonprofit entity available to provide quality service. Expenditure with a for-profit entity will require documentation that there were no nonprofit entities available to provide quality service.
13. AGENCY must submit an Annual Audit by an Independent Certified Public Accountant completed within nine (9) months after the end of the AGENCY'S fiscal year, in accordance with Federal requirements and showing EHE funds separately.
14. AGENCY must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
15. AGENCY agrees to share data within the EHE client database, per the signed authorization provided by clients, on an as needed basis with current or future HIV Coordinated Service Network providers.
16. AGENCY must attend all meetings, as required by COUNTY staff and other funded agencies, to develop respective programs as well as work to develop a comprehensive approach to HIV/AIDS care.
17. AGENCY must comply with the Health Resources Services Administration (HRSA) Monitoring Standards as detailed in 45 C.F.R. 75.
18. Funds provided to AGENCY, pursuant to this Agreement, shall not be used to purchase, construct, or make permanent improvements to any building.
19. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with EHE funds.
20. AGENCY must have policies in place to monitor any subcontractor providing services on behalf of the AGENCY that is paid with EHE funds. Subcontracts shall be documented between an AGENCY and subcontractor with a signed agreement detailing the services to be rendered, length of agreement, and payment amounts.
21. Administrative costs, inclusive of direct and indirect costs, shall not exceed 10% of the contracted amount of this Agreement, as per EHE grant guidelines.
 - A. AGENCY is permitted to apply a 10% de Minimis indirect cost rate on a base of modified total direct costs, per 45 CFR §75.414(f).

Disclosure of Incidents:

AGENCY shall inform Recipient by secured email of all unusual incidents within four (4) to eight (8) hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form (**EXHIBIT E**) within twenty-four (24) hours of the occurrence. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health, safety, or welfare of EHE clients or any other AGENCY clients. All of the incidents require that immediate action is taken to protect EHE clients from harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include, but are not limited to, physical, verbal, or sexual abuse.

The AGENCY shall inform Recipient by telephone of all unusual incidents that involved any EHE clients or other AGENCY clients, who are minors within two (2) to four (4) hours of the occurrence of the

incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours of the incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health, safety, or welfare of the EHE minor clients or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect EHE clients from harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

AGENCY shall notify Recipient through the Community Services Department Incident Notification Process and follow up with the Community Services Department Incident Notification Form (**EXHIBIT E**) within fourteen (14) business days of the following:

- Resignation/Termination of CEO, President and/or CFO.
 - Resignation/Termination of Key EHE-funded staff.
 - RWHAP -funded staff vacancy position over 30 days.
 - Loss of funding from another funder that could impact service delivery.
 - New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
 - Inability to have three (3) months cash flow on hand.
 - Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 - Other incidents impacting the effectiveness of the AGENCY that may occur unexpectedly and are not covered above.
22. AGENCY must sign, submit, and comply with the following attachments:
- a. **EXHIBIT L** – Certificates (Regarding Debarment and Suspension, Drug-Free Workplace, Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke)
 - b. **EXHIBIT M** – Assurance – Non Construction Programs
 - c. **EXHIBIT N** – Assurance of Compliance
23. AGENCY must complete the Provide Enterprise Add/Delete Request Form in the Provide Enterprise System within three (3) business days of a user being hired by or separating employment from the AGENCY.
24. AGENCY must use CPT (Current Procedural Terminology) and CDT (Current Dental Terminology) Codes in each reimbursement submittal for Oral Health, Specialty Medical Care Services and Outpatient Ambulatory Health Services.
25. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific

work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, educational and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

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

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

- Display DEPARTMENT and COUNTY logo, according to the guidelines found on the DEPARTMENT'S website

<http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using DEPARTMENT and COUNTY funds, including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and

- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline, also found on the DEPARTMENT'S website noted above, on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website, located at <http://discover.pbcgov.org/communityservices/Pages/default.aspx>, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fundraising events) promoting funded programs that AGENCY sponsors or participates in.

26. AGENCY agrees to comply with all provisions of 45 CFR 75 and 2 CFR 200.

27. AGENCY agrees to participate in the annual needs assessment processes to provide

EXHIBIT O

information that will lead to improvements in the Coordinated Service Network.

28. AGENCY agrees to review monthly expenditure and service utilization reports to document progress toward implementation of the EHE goals and objective requirements.
29. AGENCY is expected to maintain documentation of the following which shall be made available to the Recipient and HRSA upon request and during EHE site visits:
 - a. Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this Agreement and cost no more than 10% of the total grant amount.
 - b. Document that no activities defined as administrative in nature are included in other EHE budget categories.
 - c. If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs.
 - d. Written procedures, allocation journals, and/or manuals shall explain the methodology used to allocate and track EHE costs, including direct service costs and administrative costs. The allocation journal shall contain written procedures that are easy to follow and can be "re-performed" by an auditor.
30. AGENCY agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all EHE providers' meetings.
31. AGENCY agrees to have in place a grievance process by which client complaints against the AGENCY with respect to EHE -funded services might be addressed. A copy of the AGENCY grievance policy and procedures must be provided during annual site visits or upon request by the COUNTY.
32. AGENCY agrees to provide notification of AGENCY grievance procedures to all clients for rendered services, in accordance with this Agreement, and such provision of information shall be documented within AGENCY files.
33. AGENCY shall provide a summary of any complaint filed under AGENCY grievance process as well as current status of, and final disposition of, any such complaint during annual site visits or upon request by the COUNTY.
34. AGENCY agrees to comply with federal and state laws, and rules and regulations of COUNTY policies relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. AGENCY shall notify current clients and all other individuals presenting for services provided through EHE funds of this nondiscrimination policy.
35. AGENCY shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (National CLAS Standards) in Health and Health Care Report. The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Refer to:

<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

36. AGENCY shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will

EXHIBIT O

not relieve AGENCY of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. AGENCY shall prepare any plans, report, fieldwork, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to AGENCY. AGENCY shall give immediate attention to these changes so there will be a minimum of delay.

37. AGENCY agrees to participate in site visits/programmatic reviews conducted by the COUNTY. AGENCY agrees to ensure that programmatic and fiscal designees and other appropriate staff, as requested by the COUNTY, are in attendance at all site visits and that all requested documentation is provided, on or before Day 1 (one) of monitoring, including descriptions of accounts payable systems and policies. Failure by the AGENCY to adhere to these requirements will result in a Contractual Finding cited in the monitoring report. The Fiscal Monitoring template is included in the Palm Beach County RWHAP Program Manual for reference. Unannounced site visits may also be conducted by the COUNTY when the COUNTY deems appropriate. AGENCY must provide access to appropriate and applicable files, policy manuals, records, staff members, etc., as requested by the COUNTY.
38. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the work conducted under this Agreement, its conduct results, or data gathered or processed should be released by AGENCY without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to AGENCY. Should any such information be released by COUNTY or by AGENCY with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.
39. Income generated from third-party reimbursements must be reported as program income and must be directed to programs or services that benefit EHE clients. AGENCY must maintain records documenting the type and amount of income received and how it was expended.
40. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services that benefit EHE clients.
41. AGENCY is required to report Program Income (Revenue and Expenditures) on a monthly basis on or before the 25th of the subsequent month. AGENCY must submit documentation to demonstrate expenditure of available program income prior to requesting reimbursement from the COUNTY, as stated in 45 CFR § 75.305(b)(5). Failure to submit this documentation will prevent the COUNTY from providing reimbursement until requirement is satisfied.

Program Income is defined as gross income generated by EHE-eligible clients including, but not limited to, sliding fee scale payments, service charges, third-party reimbursement payments, and pharmaceutical cost-savings generated through the 340B program.

42. AGENCY is required to furnish to the COUNTY a Program Income Budget at the start of every grant year. This budget must be comprehensive and reasonable. The COUNTY requires policies and procedures to bill, track and report Program Income.
43. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:

EXHIBIT O

- PCN 18-01 to vigorously pursue enrollment into health care coverage for which their clients may be eligible (e.g., Medicaid, Children’s Health Insurance Program (CHIP), Medicare, state-funded HIV programs, employer-sponsored health insurance coverage, and/or other private health insurance) in order to maximize finite EHE grant resources.
44. AGENCIES that purchase, are reimbursed, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the AGENCY and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found on the HRSA 340B Drug Pricing Program website at www.hrsa.gov/opa/. Funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program (ADAP) and/or for drugs that are not on the State ADAP or Medicaid formulary.
 45. Agencies that are providers of services available in the Medicaid State Plan must enter into a participation agreement under the State Plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
 46. Other requirements are included in **EXHIBIT G** (SubAward Data), **EXHIBIT H** (Certification Regarding Lobbying Byrd Anti-Lobbying Amendment) and **EXHIBIT I** (Certification Debarment and Suspension). AGENCY must comply with these exhibits.
 47. AGENCY must submit quarterly the Cash Flow Commitment Statement (**EXHIBIT D**) along with the following financial statements:
 - a. Statement of Cash Flows
 - b. Statement of Activities
 - c. Statement of Financial Position
 48. AGENCIES that employ 15 or more people are expected to comply with Title VI, which states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 49. AGENCY may provide staff with the appropriate training according to staff qualifications in compliance with Section 760.10, Florida Statutes, as may be amended, in the area of Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational interviewing (MI).
 50. AGENCIES with utilization variances of twenty percent (20%) higher or lower than numbers reported on the implementation plans, when compared to final utilization report for each service category, shall submit written justification for the variance at the time the reports are submitted.
 51. AGENCY shall not use any funds provided under this Agreement to pay for HIV testing supplies and equipment. AGENCY shall be responsible for all EHE related HIV testing needs, including but not limited to:
 - Providing testing kits and supplies;
 - Safely and properly transporting testing kits and supplies;
 - After hours storage of testing kits, supplies and documentation.
 52. AGENCY shall take reasonable steps to ensure the staff providing EHE services represent the demographics of PWH in Palm Beach County as observed in the most recent epidemiological profile from the Florida Department of Health, including but not limited to:

- a. Age
 - b. Race/Ethnicity
 - c. County of origin
 - d. Language
 - e. Gender
 - f. Sex at Birth
53. AGENCY shall collaborate with Palm Beach County EHE staff in the following areas:
- a. Participate in marketing activities related to EHE;
 - b. Promote and assist in enrollment in County Tele-Adherence platform as needed;
 - c. Share data on out of care persons with HIV with County EHE staff for the purpose of reengagement activities;
 - d. Assist in other EHE initiatives related to reengagement in care and Rapid Entry to Care as needed.
54. Funds provided to AGENCY, pursuant to this Agreement, shall not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
55. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:
- A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
 - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

EXHIBIT P

CONTRACT EXHIBIT P

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Rebel Recovery FL
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.

NACConnell
(Signature of Officer or Representative)

Nancy Mc Connell
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 3rd day of April, 2025, by Daniel Dambrosia.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

[Signature]
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large



(Notary Seal)

TO: ALL COMMUNITY SERVICES PERSONNEL

FROM: JAMES GREEN, DIRECTOR
COMMUNITY SERVICES DEPARTMENT (CSD)

PREPARED BY: DR. CASEY MESSER, PROGRAM MANAGER

SUBJECT: ENDING THE HIV EPIDEMIC MOBILE HEALTH CLINICS

PPM#: RW-O-005

<u>ISSUE DATE</u>	<u>EFFECTIVE DATE</u>
03/01/2024	03/12/2024

PURPOSE:

To establish guidelines and standards for the operation of the Ending the HIV Epidemic Mobile Health Clinics

UPDATES:

Future updates to this PPM will be the responsibility of the HIV Elimination Services Program Manager

DEFINITIONS:

Mobile Health Clinic: A customized, Palm Beach County-titled motor vehicle, that travels to communities to provide a wide variety of health and human services to people with HIV (PWH) in Palm Beach County

Community Service Provider: An entity with a current written contract or agreement with Palm Beach County, the scope of which includes the provision of services to PWH.

Operator: A person authorized to operate a vehicle by Palm Beach County’s Risk Management Department.

POLICY:

Ending the HIV Epidemic (EHE) Mobile Health Clinics (MHC) aim to provide accessible health and human services to people with HIV (PWH) who face barriers to accessing traditional settings, such as transportation challenges, financial constraints, or geographic isolation.

EHE MHCs will offer a range of core medical and support services, including HIV care and treatment, early intervention services, pharmaceutical assistance, behavioral health, medical and non-medical case management, health education, and resources and referrals for other specialty services.

Oversight of the MHCs will be the responsibility of Palm Beach County Community Services Department (CSD) staff who will be responsible for: reservations and scheduling; equipment inventory; check-in/out procedures; service provider training; driving to/from service locations; vehicle maintenance; and identifying potential risks to safety and security during operation. MHCs shall only be operated by a licensed driver authorized to operate a vehicle by Palm Beach County's Risk Management Department.

MHC services may be provided directly by Palm Beach County staff and/or in coordination with Community Service Providers (CSP). CSPs are only granted use of the MHC for purposes and scopes of services outlined in the CSP's existing written contract or agreement with Palm Beach County.

PROCEDURES:

Reservations & Scheduling

CSPs may submit an MHC reservation request using the Reservation Request form, a copy of which is attached hereto.

1. CSP submits "MHC Reservation Request" form at least 3 business days prior to the requested date of service.
2. HIV Elimination Services Program Assistant (Program Assistant) reviews MHC Reservation Request and contacts CSP for additional information or clarity, if needed.
3. Reservation Requests will generally be approved on a "first-come, first-served" basis
4. Program Assistant reserves the MHC and coordinates reservation schedule with CSP.
5. Program Assistant will request confirmation of planned MHC use 24 hours before confirmed reservation start date.
6. Prior to releasing the MHC for a new reservation, Program Assistant will inspect the MHC with the Operator and notate status on the "MHC Check-In/Out Inspection Form"
7. At reservation conclusion, Program Assistant will again inspect the MHC with the Operator and notate status on the "MHC Check-In/Out Inspection Form"
8. Program Assistant shall address any concerns with the use of the MHC with Operator, CSP and CSD Supervisor.

HIV Elimination Services Program Manager will be the primary key holder for the MHC, and may delegate to the Program Assistant responsibility for check-in/out inspection using the **Mobile Clinic Pre-Trip Checklist**.

Operation of the MHC

CSPs ARE EXPRESSLY PROHIBITED FROM OPERATING THE MHC. ONLY OPERATORS ARE AUTHORIZED TO OPERATE THE MHC.

Equipment & Supplies

CSPs will be responsible for furnishing their own equipment and supplies necessary in the provision of services.

Training

All HIV Elimination Services Staff will receive required training to serve as an Operator of the MHC including:

- 1) TESCO Webinar Training
- 2) In-person demonstration for MHC operations

The Operator will be responsible for on-site technical assistance and use of the MHC by the CSP following the **Mobile Clinic Start-Up & Shut Down Checklists**.

Mobile Health Clinic Maintenance

Maintenance of the MHCs will follow the schedule provided by Palm Beach County Fleet Management with service required every 5,000 miles or 6 months, whichever occurs first.

Program Assistant will be responsible for MHC maintenance using the **Mobile Clinic Maintenance Checklist**.

Safety & Security

1. Parking. The following two (2) locations are the sole locations where the MHC may be parked when not in use by a CSP:

Primary
810 Datura Street
West Palm Beach, FL 33401

Secondary
1400 Martin Luther King Jr Blvd
Riviera Beach, FL 33404

2. Black/Grey Tank Waste Dumping Station. The following two (2) locations are the sole locations authorized for Black/Grey Tank Waste Dumping:

John Prince Memorial Park
4759 South Congress Ave
Lake Worth, FL 33461

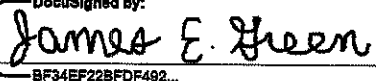
Palm Beach County Fleet Management
2601 Vista Pkwy
West Palm Beach, FL 33411

3. Fresh Water Intake. The fresh water holding tank may be filled from any fresh water spigot using fresh water hose provided at the above parking or waste dumping station locations.

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4. Vehicle Safety. MHCs and Operators are subject to all applicable Palm Beach County PPMs, including Palm Beach County Vehicle Safety Program PPM# CW-O-004.

DocuSigned by:



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James E. Green, Department Director
Community Services Department

Supersession History: