

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 19, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department		
Submitted By: <u>Community Services</u>		
Submitted For: <u>Ryan White Program</u>		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Retroactive Interlocal Subrecipient Agreement (Agreement) for EHE with the Florida Department of Health (FDOH) of Palm Beach County (County) for the five (5) year period March 1, 2025 through February 28, 2030, totaling \$1,375,000, of which \$275,000 is budgeted in GY 2025, with an anticipated annual allocation of \$275,000 in each subsequent GY, contingent upon a budgetary appropriation by the Board of County Commissioners (BCC), and subject to funding approval by the HHS, HRSA.

Summary: The Ending the HIV Epidemic (EHE) program 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 continue to allocate funding to FDOH to provide Rapid Entry to Care (REC) services. At the FDOH, a total of 46 clients received REC appointments in GY 2024, with 91.1% achieving viral load suppression. Jyothi Gunta and Berthline Isma are members of the Palm Beach County 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 (JBR)

Background and Justification: The EHE grant has been awarded to the County since 2020.

- Attachments:**
- 1. Interlocal Sub-Recipient Agreement with FDOH

	DocuSigned by: <u>Taruna Mallotra</u>	8/4/2025
Recommended By:	Department Director	Date
Approved By:	<u>[Signature]</u> Assistant County Administrator	8/6/25 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029	2030
Capital Expenditures						
Operating Costs	160,417	275,000	275,000	275,000	275,000	114,583
External Revenue	(160,417)	(275,000)	(275,000)	(275,000)	(275,000)	(114,583)
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 Var Program Code Var Program Period Var

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

DocuSigned by:
Julie Dowe
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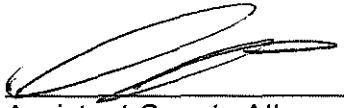
C. Departmental Fiscal Review: _____
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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


OFMB
8/5/2025
EDW
8-4-25


Contract Development and Control
8/5/25
707 8-5-25

B. Legal Sufficiency:

Assistant County Attorney
By Jessica Rosenthal

C. Other Department Review:

Department Director

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

INTERLOCAL SUB-RECIPIENT AGREEMENT

This Interlocal Agreement is made as of 19th day of August, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Florida Department of Health in Palm Beach County**, hereinafter referred to as the AGENCY, a governmental entity authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-3502843**, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY, pursuant to the Public Health Act, Section 311(c) (42 U.S.C. 243 (c)) and Subchapter XXIV (42 U.S.C. § 300ff, et seq.) has entered into an agreement with the U.S. Department of Health and Human Services (HHS) and is designated RECIPIENT ADMINISTRATOR of the Ending the HIV Epidemic (EHE) Initiative in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services for the health and support of persons with HIV; 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 **EXHIBIT A - IMPLEMENTATION PLAN** and **EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT O - ENDING THE HIV EPIDEMIC INITIATIVE FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS** and adhere to the applicable definitions in **EXHIBIT K - SERVICE CATEGORY DEFINITIONS**. No changes in the scope of work 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 Interlocal 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 Interlocal Agreement; (3) the federal award or funding document for this Interlocal Agreement; (4) the provisions of the Interlocal 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 Interlocal Agreement shall be for three (3) years, starting March 1, 2025 (initial term) with the option to renew for two (2) additional one (1) year term(s), 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 Interlocal 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 Interlocal 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 the **EXHIBIT O**.

ARTICLE 5 PAYMENTS TO ENDING THE HIV EPIDEMIC (EHE) INITIATIVE FUNDED AGENCY

The total amount to be paid by the COUNTY under this Interlocal Agreement for all services and materials shall not exceed a total Interlocal Agreement amount of **ONE MILLION, THREE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,375,000.00) OVER A FIVE-YEAR PERIOD, OF WHICH TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$275,000.00) IS BUDGETED IN GRANT YEAR 2025 WITH AN ANTICIPATED ANNUAL ALLOCATION OF TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$275,000.00) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS INTERLOCAL 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 Interlocal 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 Interlocal Agreement is in effect.

Invoices received from the AGENCY pursuant to this Interlocal Agreement will be reviewed for authenticity and accuracy and approved by the DEPARTMENT to verify that services have been rendered in conformity with this Interlocal 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 Interlocal Agreement amount during the Interlocal Agreement period. Changes in excess of ten percent (10%) of the annual Interlocal Agreement amount during the Interlocal 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 Interlocal 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. § 300ff, 11 et seq., U.S Department of Health and Human Services (HHS).

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Interlocal 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 Interlocal Agreement are accurate, complete and current as of the date of the Interlocal 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 PROGRAM AGENCY FUNDING LEVELS

This Interlocal 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 Interlocal 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 Interlocal 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 Interlocal Agreement. All remaining terms and conditions of this Interlocal Agreement shall remain in full effect throughout the term of the Interlocal 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 Interlocal Agreement service amount by the months in the Interlocal 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 Interlocal Agreement is in effect, the AGENCY must notify the COUNTY if it is unable to spend the balance of the Interlocal Agreement and complete an **EXHIBIT J - UNOBLIGATED BALANCE WORKSHEET**. Failure to submit this information may result in reductions in future funding.

ARTICLE 9 INSURANCE

AGENCY is a governmental entity subject to the limitations of section 768.28, Florida Statutes, as amended. AGENCY shall maintain a fiscally prudent liability program with regard to its obligations under this Interlocal Agreement. AGENCY shall notify COUNTY within thirty (30) days of any change in its insurance status. Nothing herein shall serve as a waiver of sovereign immunity.

Should AGENCY contract with a third-party to perform any service related to the Interlocal Agreement, AGENCY shall require the third-party to provide the following minimum insurance:

- a. Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include AGENCY and COUNTY as Additional Insureds.
- b. Worker's Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the AGENCY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the AGENCY of its liability and obligations under this Interlocal Agreement.

ARTICLE 10 INDEMNIFICATION

To the extent permitted by law, Agency as a state agency agrees to be fully responsible to the limits set forth in Section 768.28.F.S. for its own negligent acts which result in claims or suits against the AGENCY arising out of this Interlocal Agreement and agrees to be liable to the limits set forth in Section 768.28.F.S. for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity or consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.

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 Interlocal Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Interlocal 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 Interlocal 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 Interlocal Agreement.

If a subcontractor fails to perform or make progress, as required by this Interlocal 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 Interlocal 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 Interlocal Agreement.

As a condition of entering into this Interlocal Agreement, the AGENCY represents and warrants that it will comply with the COUNTY’S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, 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 Contract that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract. 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 Interlocal Agreement and may result in termination of this Interlocal 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 Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

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 Interlocal 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 Interlocal 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:

Ending the HIV Epidemic (EHE) 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 Ending the HIV Epidemic (EHE) Manager and Financial Analyst at teaton@pbcgov.org.

- d. 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.
- e. The audit is due within (9) months after the end of the AGENCY’S fiscal year.
- f. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.
- g. 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 which 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections. 287.132-133, Florida Statutes, by entering into this Interlocal 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 Interlocal Agreement Schedule and/or any other affected provision of this Interlocal 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 Interlocal 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 Interlocal 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 Interlocal Agreement which 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 Interlocal Agreement, whether or not in privity of Interlocal 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 Interlocal 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 Interlocal Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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. § 300ff, 11 et seq., is suspended or terminated, this Interlocal 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 Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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:

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

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

Jyothi Gunta, Director
Florida Department of Health in Palm Beach County
800 Clematis Street #539
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 CFR Part 74, Subpart P and 45 CFR Part 92.36.

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 sub-agency 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 a 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Interlocal Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Interlocal 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 Interlocal 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 Interlocal Agreement term and following completion of the Interlocal Agreement, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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 INTERLOCAL AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 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 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Interlocal 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 Interlocal Agreement may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY(IES) 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 Interlocal 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 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

Palm Beach 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 Interlocal 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 38 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 39 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, sub-contractor, 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 40 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 Interlocal Agreement.

ARTICLE 41 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 Interlocal 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 42 DEBARMENT AND SUSPENSION

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

This Interlocal 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 Interlocal Agreement is valid and throughout the period of any contract that may arise from this Interlocal 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 43 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 44 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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 sub-contract exceeding \$100,000 financed in whole or in part with Federal assistance money.

ARTICLE 45 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 which arises or is developed in the course of or under this Interlocal Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Interlocal 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 46 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 Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

ARTICLE 47 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 48 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 Interlocal Agreement.

ARTICLE 49 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 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 Interlocal Agreement. (31 U.S.C. § 3729).

ARTICLE 50 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 51 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 (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 Interlocal 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 Interlocal Agreement which requires a longer retention period.

COUNTY shall terminate this Interlocal 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 contract with the subcontractor. If COUNTY terminates this Interlocal 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 Interlocal 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 52 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 Interlocal 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 53 COUNTERPARTS

This Interlocal 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 Interlocal Agreement. The COUNTY may execute the Interlocal Agreement through electronic or manual means.

ARTICLE 54 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Implementation Plan 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 Interlocal Agreement, this Interlocal Agreement shall control.

The COUNTY and the AGENCY both further agree that this Interlocal Agreement sets forth the entire

Interlocal 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 Interlocal Agreement, except with respect to funding levels as contained in **ARTICLE 8** above, 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 Interlocal 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:
Florida Department of Health in Palm Beach
County

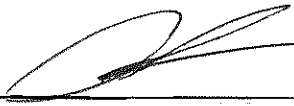
BY: Mark S Lander
Authorized Signature

Mark Lander, Deputy Secretary
for County Health Systems

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
for
Jessica Rosen

BY: DocuSigned by:
Tanuna Mallotra
1459E4101F1049C
Department Director

Ending the HIV Epidemic Implementation Plan: Service Category Table			
Agency Name:	Florida Department of Health		
Fiscal Year: 2025	Service Category:	Rapid Entry To Care (REC)	
	Total Amount:	\$275,000	
Service Category Goal: To provide a low-barrier medical appointment within 72 hours after a new HIV diagnoses or referral when (re)engaging in HIV care; provide a 30-day supply of HIV anti-retroviral therapy (ART); and provide 30 days of Transitional Care Management (TCM) to ensure engagement with a long-term medical home.			
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 number of clients linked to HIV medical care within 7 days of diagnoses or referral by 11% through the provision of Rapid Entry to Care.	1 kept medical appointment	65	130
	1 month (30 day) supply of ARV medication	0	0
	15 minutes of Transitional Care Management	65	520
EHE Performance Measure: Linkage to Care within 7 days			
	Baseline (%)	49.6%	
	Target (%)	60.6%	

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

Florida Department of Health in Palm Beach County						
Core Medical Services	GY25	GY26	GY27	GY28	GY29	Total
Rapid Entry To Care (REC)	275, 000	275, 000	275, 000	275, 000	275, 000	1,375,000
Subtotal Core Medical Services	275, 000	275, 000	275, 000	275, 000	275, 000	1,375,000
Total	275, 000	275, 000	275, 000	275, 000	275, 000	1,375,000

Annual allocations do not rollover to future years if unspent

REC services will be reimbursed as follows: medical visits, labs, and transitional care management at Florida Medicaid rates as published annually; medications at actual 340B cost, plus 10% admin on direct costs. 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

EXHIBIT D

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.

FDOH in Palm Beach County

AGENCY NAME

Myathi Smith MD
Authorized Representative

04/11/2025
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 GY25**

(i)	Sub-recipient Name	Florida Department of Health in Palm Beach County
(ii)	Sub-recipient Unique Entity Identifier:	59-3502843
(iii)	Federal Award Identification Number (FAIN):	UT833954
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	3/01/2025
(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:	\$275,000.00
(vii)	Total Amount of Federal Funds Obligated to the Sub- recipient by the Pass-Through Entity Including the Current Obligation:	\$275,000.00
(viii)	Total Amount of the Federal Award Committed to the Sub- recipient by the Pass-Through Entity:	\$275,000.00
(ix)	Federal Award Project Description:	Ending the HIV Epidemic Program
(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:	Marie E Mehaffey MMehaffey@hhsa.gov (301) 945-3934
	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:	93.914 - HIV Emergency Relief Project Grants
(xii)	Identification of Whether Sub-award is R&D:	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	0

This 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.

****This sub-award notice applies to GY25 only and does not affect the total 5-year contract value. A new Sub-award notice is issued for each grant year.**

EXHIBIT H

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, **FDOH IN PALM BEACH COUNTY**, 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.

Jyothi Gunta MD

Signature of Vendor's Authorized Official

Jyothi Gunta, MD, MPA, CHD Director
Name and Title of Vendor's Authorized Official

04/11/2025
Date

EXHIBIT I

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: FDOH in PALM BEACH COUNTY

ADDRESS: 800 Clematis Street West Palm Beach, Florida 33401

COMPANY'S AUTHORIZED OFFICIAL:

Jyothi Gunta, MD, MPA, CHD Director in Palm Beach County
Name and Title

Jyothi Gunta MD
Signature

04/11/2025
Date

Estimated Unobligated Balance

Estimated Unobligated Balance		Due October 1st					
Section A: Identifying Information							
Agency Name:		Health Resources & Services Administration (HRSA)					
Preparer:		Ending the HIV Epidemic Sub-Recipient Unobligated Balance Report					
Phone Number:							
Email:							
Section B: Award Information							
EHE Contract Amount:							
Section C: Expenditure Categories		Contracted Amount	Expenditures YTD	Project Expenditures	Total YTD & Projected Expenditures	Projected Unobligated Balance	Unobligated Percent
Rapid Entry to Care					-	-	#DIV/0!
Total		-			-	-	#DIV/0!
Additional Information to provide context to County regarding Agencies UOB:							

ENDING THE HIV EPIDEMIC
SERVICE CATEGORY DESCRIPTION

Rapid Entry to Care (REC)

Description

Rapid Entry to Care (REC) services provide an EHE client with a low barrier medical appointment after a new diagnosis or when (re)engaging in HIV care. A REC appointment will take place no later than 72 hours after referral, and will include a full initial medical visit standard for persons with HIV, provide a 30-day supply of HIV Anti-Retroviral Therapy (ART), and provide 30-days of Transitional Care Management (TCM) to ensure retention in care with a long-term medical home.

Program Guidance

Rapid Entry to Care (RES) is expected to be offered to all persons with HIV who are newly diagnosed or not in care. Clients who have a REC appointment are expected to be served promptly and with as few barriers as possible. A REC visit should be a full medical visit, no different from a standard initial medical visit for any person with HIV. A full medical visit includes, but is not limited to:

- Medical history taking;
- A physical examination;
- Confirmatory testing (if not previously completed);
- HIV viral load testing, CD4/CD8, CBC with differential, blood chemistry profile, and other FDA approved routine tests for the treatment of patients with HIV disease;
- Routine tests pertinent to the prevention of opportunistic infections (VDRL, IGRA, AFB, pap smear, toxoplasmosa, hepatitis B, and CMV serologies) and all other laboratory tests as clinically indicated (e.g. HCV serology) that are generally accepted to be medically necessary for the treatment of HIV disease and its complications and have an established Florida Medicaid or Medicare reimbursement rate, as well as new tests that may not have an established reimbursement rate;
- Screening for and treatment and management of physical and behavioral health conditions;
- Referral to specialty care related to HIV diagnosis;
- Education and counseling on health and prevention issues;
- Preventive care

While dispensing medication during a Rapid Entry to Care appointment, sub-recipients must adhere to the following guidelines:

- Provide uniform benefits for all enrolled clients throughout the service area
- Establish and maintain a recordkeeping system for distributed medications
- Utilize the drug formulary that is approved by the RWHAP CARE Council LPAP Committee
- Implementation in accordance with requirements of the HRSA 340B Drug Pricing Program (including the Prime Vendor Program)
- Dispensing of one (1) emergency medication not exceeding a thirty (30) day supply to a client during any 12-month period.

- Medications dispensed shall be included on the most recently published Florida Medicaid PDL-Preferred Drug List.*
- Medications defined by Florida Medicaid PDL as “Clinical PA Required”, “Cystic Fib Diag Auto PA”, or “Requires Med Cert 3” shall require submission and approval of an override request prior to dispensing.
- One (1) additional dispensing of an emergency medication not exceeding a thirty (30) day supply during any 12-month period may be permitted in instances where a client has applied, and been denied access to the medication from all other medication assistance programs for which the client may be eligible (ADAP, pharmaceutical manufacturer patient assistance program, RWHAP, etc.). Documentation of medication access denial must be provided, and shall require submission and approval of an override request prior to dispensing.
- Dispensing of any medication under Emergency Financial Assistance may not exceed a sixty (60) day supply during any 12-month period.
- Any emergency medication needs not specified in this service standard shall require submission and approval of an override request prior to dispensing. Override requests shall not be submitted as exception to policy (e.g. more than a sixty (60) day supply during any 12-month period).

*Florida Medicaid PDL: https://ahca.myflorida.com/Medicaid/Prescribed_Drug/pharm_thera/pdf/PDL.pdf

Transitional Care Management (TCM) is a time-limited service that assists clients transitioning from REC to a long-term medical home. TCM includes a face-to-face visit with the client at the initial REC medical encounter, followed by additional face-to-face, and virtual encounters with clients. TCM is provided for a 30-day period beginning with the initial REC medical encounter and continuing for the next 29 days. Transitional Care Management (TCM) services include, but are not limited to:

- Assessment of barriers to linkage, engagement, and retention in HIV care and treatment
- Development of a transitional care plan
- Assisting clients in establishing access to ongoing HIV medical care following REC
- Assisting clients in establishing access to ongoing HIV medications following REC
- Referrals to obtain access to other public and private programs for which they may be eligible (e.g., Ryan White, Medicaid, ADAP, Pharmaceutical Manufacturer’s Patient Assistance Programs, and other state or local health care and supportive services, or health insurance Marketplace plans)
- Client advocacy, support, and health literacy education

Health Insurance Premium Services (HIPS)

Description

Health Insurance Premium Services provide financial assistance for eligible clients with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program. The service provision includes paying health insurance premiums to provide access to comprehensive HIV medical and pharmacy benefits.

Program Guidance

Health Insurance Premium Services (HIPS) are expected to be offered to all persons with HIV who are uninsured. Eligible health insurance plans may be public or private with coverage of at least one U.S. Food and Drug Administration (FDA) approved medicine in each drug class of core antiretroviral medicines outlined in the U.S. Department of Health and Human Services’ Clinical Guidelines for the Treatment of HIV, as well as appropriate HIV outpatient/ambulatory health services. HIPS does not provide assistance for client deductible, co-pay, or other cost-

sharing responsibilities. The payor of last resort requirement applies if a client is eligible for any other available programs that provide health insurance premium assistance, including Ryan White Part A and Part B/ADAP. Priority populations and approved plans will be designated annually during Affordable Care Act Open Enrollment periods to improve cost-effectiveness in the provision of HIV care and treatment services and may include:

- Persons who are categorically ineligible for ACA plans
- Persons who lost coverage from Medicaid, Medicare, or an employer-sponsored plan
- Persons who are justice-involved and re-entering society
- Persons with behavioral health/substance use disorders
- Persons experiencing homelessness
- RWHAP-eligible clients who have utilized specialty medical services, and
- Other high-utilizers of direct medical services

Proposals should indicate specific, prioritized subpopulations, a description of proposed services, and an explanation of how these services will result in improved health outcomes for persons with HIV (PWH). Proposals should include a budget and implementation plan, and indicate that these items are separate and distinct from other funding, including Ryan White funding sources.

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.

EXHIBIT L

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.

Yathir Ganta MD

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

CHD DIRECTOR

TITLE

Florida Department of Health in Palm Beach County

APPLICANT ORGANIZATION

04/11/2025

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.

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	
		CHD DIRECTOR	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Florida Department of Health in Palm Beach County		04/11/2025	

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EXHIBIT N

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.

04/11/2025
Date

 CHD DIRECTOR
Signature and Title of Authorized Official

Florida Department of Health in Palm Beach County
Name of Applicant or Recipient

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

Failure to comply with these requirements, or to provide information 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).

22. 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.
23. 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
 24. 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.
 25. 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.
 26. 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.

27. AGENCY agrees to comply with all provisions of 45 CFR 75 and 2 CFR 200.
28. AGENCY agrees to participate in the annual needs assessment processes to provide information that will lead to improvements in the Coordinated Service Network.
29. AGENCY agrees to review monthly expenditure and service utilization reports to document progress toward implementation of the EHE goals and objective requirements.
30. 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.
31. AGENCY agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all EHE providers' meetings.
 32. 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.
 33. 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.
 34. 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.
 35. 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.
 36. 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>
 37. 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 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.

38. 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, including descriptions of accounts payable systems and policies. 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.
39. 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.
40. 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.
41. 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.
42. 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.

43. 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.
44. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:
 - 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.
45. 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.
46. 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.
47. 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.
48. 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
49. 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.
50. 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 following areas:

- Trauma-Informed Care (TIC), Adverse Childhood Experiences(ACEs), Motivational Interviewing (MI)
51. 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.
 52. 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.
 53. 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
 54. 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.
 55. 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).
 56. Annual Agency fiscal monitoring will be conducted by the COUNTY and requires all documents that are requested to be delivered to the COUNTY on or before Day 1 (one) of

monitoring. Failure by the AGENCY to have the required documents available will lead to findings and a Corrective Action Plan (CAP) in the annual monitoring report. The Fiscal Monitoring template is posted in the Palm Beach County RWHAP Program Manual. Refer to: https://discover.pbcgov.org/communityservices/PDF/RWHAP_Program_Manual. The fiscal requirements are subject to change periodically.

57. 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.

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:

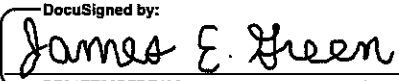
John Prince Memorial Park
4759 South Congress Ave
Lake Worth, FL 33461

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.

RW-O-005/Page 3 of 4

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:

James E. Green, Department Director
Community Services Department

Supersession History:



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND
AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE**

Policy Number: AL-8300 Automobile Liability
Certificate of Coverage

Name Insured: Department of Health

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Personal Injury: \$10,000.00 each person
\$10,000.00 each occurrence

Inception Date: July 1, 2024

Expiration Date: July 1, 2025

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided automobile liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. LIABILITY COVERAGE

A. Coverage - Bodily Injury and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay (but not to exceed the statutory limits as set forth by Section 768.28, Florida Statutes) for damages because of bodily injury, sickness or disease, including death at any time resulting therefrom (hereafter called bodily injury), sustained or alleged to have been sustained by any person or persons or injury to or destruction of property including loss of use thereof (hereafter called property damage), arising out of the ownership, maintenance, or use including loading or unloading of any owned, hired or non-owned automobile, caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

B. Defense, Settlement, Supplementary Payments

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability of this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

C. Definitions

The following definitions shall apply to liability coverages established herein:

- (a) Named Insured - The department or agency named herein.
- (b) Insured - The unqualified word "insured" shall include the State department or agency named herein, their officers, employees, agents, or volunteers acting within the course and scope of employment.

- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.

- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, motorcycle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Owned Automobile - An automobile owned by the named insured or leased under contract for six months or more.
- (g) Hired Automobile - An automobile used under contract in behalf of or loaned to the named insured, provided such automobile is not owned by or leased under contract for six months or more, or registered in the name of (1) the named insured, or (2) an executive officer thereof, or (3) an employee or agent of the named insured who is granted an operating allowance for the use of such automobile.
- (h) Non-owned Automobile - Any automobile which is not an owned or hired automobile.
- (i) Trailer - The word trailer includes semi-trailer.
- (j) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loader, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

D. Exclusions

This certificate does not apply to:

- (a) any claim or judgment for punitive damages;
- (b) interest for the period prior to judgment;
- (c) that portion of the claim or judgment which is in excess of the statutory limits of liability;
- (d) any judgment entered personally against any insured where the insured was found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (e) liability assumed by the insured under any contract or agreement;
- (f) any obligation for which the named insured or any carrier as his insurer may be held liable under workers'

- compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) the owner of a hired automobile or any agent or employee of any such owner;
- (h) to any action which may be brought against the State department or agency named herein by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (i) damage or destruction to property owned by the insured;
- (j) liability related in any way with nuclear energy.

E. Conditions

- 1. Premium
Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (vehicles, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.
- 2. Insured's duties in the Event of Occurrence, Claim or Suit
 - (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured along with reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
 - (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement or agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.
 - (c) The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this contract and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expenses other than for first aid to others at the time of accident.
- 3. Limits of Liability
The limits of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages including damages for care and loss of services, arising out of bodily injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable to "each occurrence".
- 4. Insurance
If there is insurance applicable to any claim, the coverage extended by this certificate shall not apply, except as excess insurance over any and all other available coverage.

II. PERSONAL INJURY PROTECTION

A. Coverage

The Fund will pay to:

DFS-D0-864
Effective 07/23
Rule 69H-2.004, F.A.C.

- (a) any insured injured while occupying an owned vehicle, or
- (b) any other person injured while occupying the owned motor vehicle or while a pedestrian through being struck by the owned motor vehicle, in accordance with the Florida Motor Vehicle No-Fault Law, the following benefits:
 - (1) eighty percent (80%) of all reasonable and necessary medical expenses, and
 - (2) sixty percent (60%) of all loss of gross income and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his household, and
 - (3) funeral, burial or cremation expenses in an amount not to exceed \$5,000.00 per individual, incurred as a result of bodily injury caused by an accident arising out of the ownership, maintenance or use of an owned motor vehicle.

B. Exclusions

This insurance does not apply:

- (a) to an insured while occupying a motor vehicle of which the named insured is not the owner and which is not an owned motor vehicle under this coverage;
- (b) to any person while operating the owned motor vehicle without the express or implied consent of the authorized person employed by the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
 - (1) causing bodily injury to himself or herself intentionally; or
 - (2) while committing a felony;
- (d) to the extent that benefits are paid or payable under any workers' compensation law or Medicaid program;
- (e) to any pedestrian, other than an insured, not a legal resident of the State of Florida;
- (f) to any person, including an insured, if such person is the owner of a motor vehicle with respect to which security is required under Florida's Motor Vehicle No-Fault Law;
- (g) to any person, including an insured, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an owned motor vehicle under this endorsement or from the owner's insured;
- (h) to any person who sustained bodily injury while occupying a motor vehicle located for use as a resident or premises;
- (i) to any person who is incarcerated by the State, a ward of the State, or whose medical needs are otherwise provided for by the State of Florida or other governmental entity.

C. Limits of Liability: Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved, or claims made, the total aggregated limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this coverage, for all loss and expense incurred by or on behalf of any person who sustained bodily injury as the result of any one accident shall be \$10,000.00, provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$2,500.00. Any statutory changes in the amount of these benefits will automatically supersede the amount stated in this Certificate of Coverage.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same item of loss and expense for which benefits are available under this coverage, the Fund shall not be liable to make duplicate payments to or for the benefit of the injured person.

D. Definitions

The following definitions shall apply to Personal Injury Protection coverages provided herein:

- (a) Bodily Injury - Bodily Injury, sickness or disease, including death at any time resulting therefrom;
 - (b) Medical Expenses - Expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services recognized and permitted under the law of the State of Florida and for an injured person who relies upon spiritual means through prayer along with healing in accordance with his religious beliefs;
 - (c) Named Insured - The department or agency named herein;
 - (d) Insured - Includes authorized individuals in the course and scope of their employment for the department or agency named herein;
 - (e) Motor Vehicle - Any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of this State and any trailer or semi-trailer designed for use with such vehicle and includes:
 - (1) a "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, jeep-type vehicle not used at any time as a public or delivery conveyance for passengers and, if not used primarily for occupational, professional, or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.
 - (2) a "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle. The term "motor vehicle", however, does not include a mobile home or any motor vehicle owned by a municipality, a transit or public school transportation authority, or by a political subdivision of the State which is used in mass transit or public school transportation and designed to transport more than five passengers exclusive of the operator of a motor vehicle.
 - (f) Occupying - In or upon or entering into or alighting from;
 - (g) Owned Motor Vehicles - A motor vehicle of which the named insured is the owner and with respect to which:
 - (1) the bodily injury liability insurance of the policy applies;
 - (2) security is required to be maintained under the Florida Motor Vehicle No-Fault Law.
 - (h) Pedestrian - Person while not an occupant of any self-propelled vehicle;
 - (i) Owner - A person or organization who holds the legal title to a motor vehicle, including:
 - (1) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
 - (2) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such agreement is for a period of six months or more, and
 - (3) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing the insurance.
- E. Policy Period: Territory**
The insurance under this section applies only to accidents which occur during the certificate period:
- (a) in the State of Florida, and
 - (b) as respect the insured while occupying the insured motor vehicle outside the State of Florida, but within the United States of America, its territories or possessions or Canada.
- F. Conditions**
- (a) Notice
In the event of an accident, written notice of the loss must be given to the Fund or any of its authorized agents as soon as practicable.
 - (b) Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

As soon as practicable, the person making claim shall give to the Fund written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Fund in determining the amount due and payable. Such person shall submit to mental and physical examinations at the Fund's expense when and as often as the Fund may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, the Fund will not be liable for subsequent personal injury protection benefits.

III. GENERAL COVERAGE CONDITIONS

A. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate and any extension thereof and within three years after the final termination of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.

B. Action against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

C. Severability of Interests

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

D. Two or More Automobiles

The terms of this certificate apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability.

E. Term of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, the statutes and laws shall control.

F. Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

G. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



STATE RISK MANAGEMENT TRUST FUND
FEDERAL CIVIL RIGHTS LIABILITY AND EMPLOYMENT DISCRIMINATION
CERTIFICATE OF COVERAGE

Policy Number: FC-8300

Federal Civil Rights Liability and
Employment Discrimination
Certificate of Coverage

Name Insured: Department of Health

Federal Civil Rights Liability Coverage provided pursuant to Chapter 284, Part II,
Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Federal Civil Rights:
Liability: Unlimited each person
 Unlimited each occurrence

Inception Date: July 1, 2024
Expiration Date: July 1, 2025

CHIEF FINANCIAL OFFICER



STATE RISK MANAGEMENT TRUST FUND
FEDERAL CIVIL RIGHTS LIABILITY AND EMPLOYMENT DISCRIMINATION
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided federal civil rights liability and employment discrimination coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

A. Federal Civil Rights Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from federal civil rights actions filed under 42 USC 1983, and other similar federal statutes. The coverage includes payment of claims and awards for plaintiff attorney fees where so provided by the above federal statutes.

B. Employment Discrimination Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from employment discrimination actions filed under 42 USC 2000e, Title VII of the 1964 Civil Rights Act, the Rehabilitation Act of 1973 (handicap discrimination), the Age Discrimination in Employment Act of 1967, the Vietnam Era Veteran's Readjustment Act of 1974, and other similar employment discrimination acts and statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverages as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida and federal laws.
- (b) defend any suit against an insured filed under the statutes and acts stated in coverages A and B, except the named insured is responsible for defending or directing the defense of injunctive or prospective relief issues;
- (c) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (d) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.

- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.

- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience, if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (b) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (c) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (d) to punitive damages;
- (e) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (f) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (g) to liability related in any way with nuclear energy;
- (h) to liability assumed by the insured under any contract or agreement;
- (i) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (j) to awards for injunctive or prospective relief rendered against an insured by any federal or state court, agency or commission except plaintiff's attorney fee awards in such actions are covered by the Fund. The Fund will not pay any costs associated with implementing or monitoring a declaratory, injunctive or prospective relief award.
- (k) to awards to employees or retirees of the named insured for backpay or other benefits, except backpay and other benefits awarded for the period prior to and up to the date of final judgment and paid by the named insured are reimbursable from the Fund to the named insured through journal transfer.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred

by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses.
- (4) **Action Against the Fund**
No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.
- (5) **Severability of Interest**
The Term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.
- (6) **Insurance**
If there is a valid and collectible policy of insurance applicable to any claim, the coverage extended by this certificate shall not apply.
- (7) **Terms of Coverage**
This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statute or laws including, but not limited to the aforesaid, said statutes and laws shall control.
- (8) **Cancellation**

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE**

Policy Number: GL-8300 General Liability
Certificate of Coverage

Name Insured: Department of Health

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

[illegible]

Inception Date: July 1, 2024

Expiration Date: July 1, 2025

CHIEF FINANCIAL OFFICER

DFS-D0-863
Effective 07/23
Rule 69H-2.004, F.A.C.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

DFS-D0-863

Effective 07/23

Rule 69H-2.004, F.A.C.

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

DFS-D0-863

Effective 07/23

Rule 69H-2.004, F.A.C.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-8300 State Employee Workers' Compensation
and Employer's Liability Certificate of
Coverage

Name Insured: Department of Health

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

[illegible]

Inception Date: July 1, 2024
Expiration Date: July 1, 2025

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

- I. Coverages**

A. Coverage A - Workers' Compensation
To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.

B. Coverage B - Employer's Liability
To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

II. Defense, Settlement, Supplementary Payments
As respects the insurance afforded by the other terms of this certificate, the Fund shall:

 - (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
 - (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
 - (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

III. Definitions

 - (a) **Workers' Compensation Law** - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
 - (b) **State** - Any state or territory of the United States of America and the District of Columbia.
- (c) **Bodily Injury by Accident - Bodily Injury by Disease** - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".
 - (d) **Assault and Battery** - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Applications of Coverage
This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

V. Exclusions
This certificate does not apply under Coverage B:

 - (a) to any claim or judgment for punitive damages;
 - (b) to any claim for interest for the period prior to judgment;
 - (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
 - (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
 - (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
 - (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium
Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Inspection

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties in the Event of Injury, Claim or Suit

(1) Notice of Injury

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, Bureau of State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

(2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

(4) Statutory Provisions - Coverage A

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely

because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

(5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.28, Florida Statutes.

(6) Other Insurance

Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable.

Coverage B - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

(7) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(9) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.

(10) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H8900034
Federal Award Date: 05/07/2025

Recipient Information
1. Recipient Name PALM BEACH COUNTY BOARD OF COMMISSIONERS PO BOX 4036 West Palm Bch, FL 33402-4036
2. Congressional District of Recipient 22
3. Payment System Identifier (ID) 1596000785A1
4. Employer Identification Number (EIN) 596000785
5. Data Universal Numbering System (DUNS) 078470481
6. Recipient's Unique Entity Identifier XL2DNFMPCR44
7. Project Director or Principal Investigator Casey Messer Program Manager cmesser@pbc.gov (561)355-4730
8. Authorized Official
Federal Agency Information
9. Awarding Agency Contact Information Marie E Mehaffey Grants Management Specialist Office of Federal Assistance Management (OFAM) Division of Grants Management Office (DGMO) MMehaffey@hrsa.gov (301) 945-3934
10. Program Official Contact Information Jonathon Fenner HIV/AIDS Bureau (HAB) jfenner@hrsa.gov (301) 443-4251

Federal Award Information
11. Award Number 6 H89HA00034-32-01
12. Unique Federal Award Identification Number (FAIN) H8900034
13. Statutory Authority 42 U.S.C. § 300ff-11-20 and § 300ff-121
14. Federal Award Project Title HIV EMERGENCY RELIEF PROJECT GRANTS
15. Assistance Listing Number 93.914
16. Assistance Listing Program Title HIV Emergency Relief Project Grants
17. Award Action Type Administrative
18. Is the Award R&D? No
Summary Federal Award Financial Information
19. Budget Period Start Date 03/01/2025 - End Date 02/28/2026
20. Total Amount of Federal Funds Obligated by this Action 20a. Direct Cost Amount 20b. Indirect Cost Amount
21. Authorized Carryover 22. Offset
23. Total Amount of Federal Funds Obligated this budget period
24. Total Approved Cost Sharing or Matching, where applicable
25. Total Federal and Non-Federal Approved this Budget Period
26. Project Period Start Date 03/01/2025 - End Date 02/28/2029
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period
28. Authorized Treatment of Program Income Addition
29. Grants Management Officer -- Signature Karen Mayo on 05/07/2025

30. Remarks
This award includes the following sources of funding: FY25 MAI - \$277,672 FY25 FRML - \$3,083,736 Total Funding - \$3,361,408



Notice of Award
Award Number: 6 H89HA00034-32-01
Federal Award Date: 05/07/2025

HIV/AIDS Bureau (HAB)

31. APPROVED BUDGET: (Excludes Direct Assistance)	
<input checked="" type="checkbox"/> Grant Funds Only	
<input type="checkbox"/> Total project costs including grant funds and all other financial participation	
a. Salaries and Wages:	\$0.00
b. Fringe Benefits:	\$0.00
c. Total Personnel Costs:	\$0.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$0.00
g. Travel:	\$0.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$0.00
j. Consortium/Contractual Costs:	\$0.00
k. Trainee Related Expenses:	\$0.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$3,361,408.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00
i. Indirect Cost Federal Share:	\$0.00
ii. Indirect Cost Non-Federal Share:	\$0.00
q. TOTAL APPROVED BUDGET:	\$3,361,408.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$3,361,408.00
32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:	
a. Authorized Financial Assistance This Period	\$3,361,408.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$1,360,361.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$2,001,047.00

33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)	
YEAR	TOTAL COSTS
33	\$2,001,047.00
34	\$2,001,047.00
34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)	
a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00
35. FORMER GRANT NUMBER BRH890034	
36. OBJECT CLASS 41.15	
37. BHCNIS#	

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:						
a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.						
39. ACCOUNTING CLASSIFICATION CODES						
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
25 - 377RA25	93.914	25H89HA00034	\$1,835,685.00	\$0.00	FRML	25H89HA00034
25 - 377RA24	93.914	25H89HA00034	\$165,362.00	\$0.00	MAI	25H89HA00034

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1.

At the time of this award creation, HRSA was operating under a Continuing Resolution; therefore, this award provides partial funding based on the continuation of FY 2024 program requirements, funding levels, and specialized reporting requirements. Additions and revisions to these Terms and Conditions may be necessary once HRSA receives a final FY 2025 appropriations. A revised NoA will be issued to reflect any changes to funding amounts, Terms and Conditions, and/or reporting requirements.
2.

Funding beyond this budget period is contingent upon the availability of appropriated funds for this program, recipient satisfactory performance, program authority, compliance with the Terms and Conditions of the award, and a decision that continued funding is in the best interest of the Federal government.

This award action is based on HRSA's approval of the recipient's application and any modifications at the time of this award. Continued support for this award may be subject to other programmatic considerations to the extent permitted by law, including, but not limited to, Administration priorities and court orders.

Should additional federal funds not be available and/or shifting priorities affect the programmatic objectives of this award, the recipient will work with HRSA to revise any workplan tasks and budget in accordance with 45 CFR 75.308 (Revision of budget and program plans).
- All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Thomas Eaton	Business Official	teaton@pbcgov.org
Casey Messer	Program Director	cmesser@pbc.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# UT833954
Federal Award Date: 06/17/2025

Recipient Information
1. Recipient Name COUNTY OF, PALM BEACH 301 N Olive Ave Fmt West Palm Beach, FL 33401-4703
2. Congressional District of Recipient 22
3. Payment System Identifier (ID) 1596000785A1
4. Employer Identification Number (EIN) 596000785
5. Data Universal Numbering System (DUNS) 078470481
6. Recipient's Unique Entity Identifier XL2DNFMPCR44
7. Project Director or Principal Investigator Casey Messer Program Manager cmesser@pbc.gov (561)355-4730
8. Authorized Official
Federal Agency Information
9. Awarding Agency Contact Information India Smith Grants Management Specialist Office of Federal Assistance Management (OFAM) Division of Grants Management Office (DGMD) ISmith@hrsa.gov (301) 443-2096
10. Program Official Contact Information Matthew James Public Health Analyst HIV/AIDS Bureau (HAB) mjames@hrsa.gov (301) 443-8419

Federal Award Information
11. Award Number 6 UT8HA33954-06-01
12. Unique Federal Award Identification Number (FAIN) UT833954
13. Statutory Authority 42 U.S.C. § 243(c); 300ff-11 et seq.
14. Federal Award Project Title Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
15. Assistance Listing Number 93.686
16. Assistance Listing Program Title Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
17. Award Action Type Administrative
18. Is the Award R&D? No
Summary Federal Award Financial Information
19. Budget Period Start Date 03/01/2025 - End Date 02/28/2026
20. Total Amount of Federal Funds Obligated by this Action \$417,954.00
20a. Direct Cost Amount
20b. Indirect Cost Amount \$0.00
21. Authorized Carryover \$0.00
22. Offset \$0.00
23. Total Amount of Federal Funds Obligated this budget period \$1,259,554.00
24. Total Approved Cost Sharing or Matching, where applicable \$0.00
25. Total Federal and Non-Federal Approved this Budget Period \$1,259,554.00
26. Project Period Start Date 03/01/2025 - End Date 02/28/2030
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period \$1,259,554.00
28. Authorized Treatment of Program Income Addition
29. Grants Management Officer – Signature Karen Mayo on 06/17/2025

30. Remarks



Notice of Award
Award Number: 6 UT8HA33954-06-01
Federal Award Date: 06/17/2025

HIV/AIDS Bureau (HAB)

31. APPROVED BUDGET: (Excludes Direct Assistance)	
<input checked="" type="checkbox"/> Grant Funds Only	
<input type="checkbox"/> Total project costs including grant funds and all other financial participation	
a. Salaries and Wages:	\$0.00
b. Fringe Benefits:	\$0.00
c. Total Personnel Costs:	\$0.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$0.00
g. Travel:	\$0.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$1,259,554.00
j. Consortium/Contractual Costs:	\$0.00
k. Trainee Related Expenses:	\$0.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$1,259,554.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00
i. Indirect Cost Federal Share:	\$0.00
ii. Indirect Cost Non-Federal Share:	\$0.00
q. TOTAL APPROVED BUDGET:	\$1,259,554.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$1,259,554.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:	
a. Authorized Financial Assistance This Period	\$1,259,554.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$841,600.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$417,954.00

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:

a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES						
PY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
25 - 377ABGR	93.914	25UT8HA33954	\$417,954.00	\$0.00	N/A	25UT8HA33954

33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)	
YEAR	TOTAL COSTS
07	\$841,600.00
08	\$841,600.00
09	\$841,600.00
10	\$841,600.00
34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)	
a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00
35. FORMER GRANT NUMBER	
36. OBJECT CLASS 41.15	
37. BHCNIS#	

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. Applicable Regulations – Prior to October 1, 2025, the recipient agrees this award will be subject to 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), with the exception of eight flexibilities HHS adopted on October 1, 2024, from 2 C.F.R. Part 200. See 2 C.F.R. § 300.1 (Adoption of 2 C.F.R. Part 200). After October 1, 2025, this award will be subject to all applicable provisions of 2 C.F.R. Parts 200 and 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
2. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program, recipient satisfactory performance, program authority, compliance with the Terms and Conditions of the award, and a decision that continued funding is in the best interest of the Federal government.

This award action is based on HRSA's approval of the recipient's application and any modifications at the time of this award. Continued support for this award may be subject to other programmatic considerations to the extent permitted by law, including, but not limited to, Administration priorities and court orders.

Should additional federal funds not be available and/or shifting priorities affect the programmatic objectives of this award, the recipient will work with HRSA to revise any workplan tasks and budget in accordance with 45 CFR 75.308 (Revision of budget and program plans).
3. By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipients, whose programs are covered by Title IX, certify as follows:
 - Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
 - The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
 - Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
 - Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
 - Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

Program Specific Term(s)

1. If applicable, recipients must submit the Tangible Personal Property Report (TPPR) (SF-428) and any related forms. The report must be submitted within 90 days after the project period ends. Recipients are required to report all equipment with an acquisition cost of \$5,000 or more per unit acquired by the recipient with award funds. TPPRs must be submitted electronically through HRSA EHBs.
- All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
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Casey Messer	Program Director	cmesser@pbc.gov
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Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).