

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 3, 2026

[] Consent [] Regular
[] Ordinance [] Public Hearing

Department

Submitted By: Community Services

Submitted For: Ryan White Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendments to Subrecipient Agreements for Ryan White HIV/AIDS Program (RWHAP) Part A and Minority AIDS Initiative (MAI) with the below-listed agencies, for the provision of services to improve health outcomes for persons with HIV/AIDS (PWH), for the period of March 1, 2025 through February 28, 2027 to decreasing the total funding of the agreements by \$323,664, contingent upon budgetary appropriation by the Board of County Commissioners (BCC) and subject to funding approval by the United States Department of Health and Human Services (HHS), Health Resources Services Administration (HRSA):

- A)** First Amendment to Subrecipient Agreement with CAN Community Health, Inc. (CAN) (R2024-0534), to decrease the agreement amount by \$20,812, for a new three (3)-year term in an amount not to exceed \$55,478, for the provision of core and medical support services;
- B)** First Amendment to Subrecipient Agreement with Legal Aid Society of Palm Beach County, Inc. (LAS) (R2024-0533), to increase the agreement amount by \$11,174, for a new three (3)-year term in an amount not to exceed \$926,417, for the provision of core and medical support services;
- C)** First Amendment to Subrecipient Agreement with Compass, Inc. (COM) (R2024-0530), to decrease the agreement amount by \$275,110, for a new three (3)-year amount not to exceed \$3,202,415, for the provision of core and medical support services;
- D)** First Amendment to Subrecipient Agreement with Monarch Health Services, Inc. (MHS) (R2024-0529), to decrease the agreement amount by \$14,520, for a new three (3) year term in an amount not to exceed \$588,489, for the provision of core and medical support services; and

Motion and Title (Continue on Page 3)

Attachments:

1. First Amendment to Subrecipient Agreement for RWHAP with CAN
2. First Amendment to Subrecipient Agreement for RWHAP with LAS
3. First Amendment to Subrecipient Agreement for RWHAP with COM
4. First Amendment to Subrecipient Agreement for RWHAP with MHS
5. First Amendment to Subrecipient Agreement for RWHAP with MSCC

=====
Recommended By: Taruna Mallotta 1/12/2026
 Department Director Date
Approved By: Terry R. Kelly 1/21/26
 Deputy County Administrator Date
 =====

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	(228,468)	(95,196)			
External Revenue	228,468	95,196			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget?

Yes

No _____

Does this item include the use of federal funds?

Yes

No _____

Does this item include the use of state funds?

Yes

No

Budget Account No.:

Fund 1010 Dept. 142 Unit VAR Object 8201 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. No County funding is required.

C. Departmental Fiscal Review:

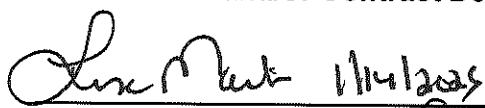
 Julie Dowe

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Julie Dowe, Director, Financial & Support Services

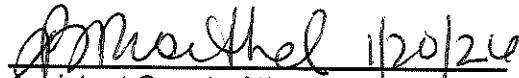
III. REVIEW COMMENTS

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

 Julie Dowe 1/14/26
OFMB 2/14/26

 Julie Dowe 1/14/26
Contract Development and Control
2/14/26

B. Legal Sufficiency:

 Julie Dowe 1/20/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

Motion and Title (Continued from Page 1):

E) First Amendment to Subrecipient Agreement with Midway Specialty Care Center, Inc. (MSCC) (R2024-0528), to decrease the agreement amount by \$24,396, for a new three (3) year term in an amount not to exceed \$336,111, for the provision of core and medical support services.

Summary: On January 7, 2025, the BCC ratified the Mayor's signature on the Ryan White HIV/AIDS Program (RWHAP) Part A HIV Emergency Relief Grant Program application (R2025-0020). These Amendments are needed to allocate these funds, as well as to reallocate funds that were swept from agencies unable to expend them in the designated categories. Under this grant, the program will serve approximately 3,600 Palm Beach County (County) residents with HIV/AIDS and support the County's goal to end HIV by 2030.

In GY 2024, the Ryan White Part A/MAI Program served 2,993 clients, achieving a 92% retention in care rate and 85% viral suppression. Specifically, under the MAI program, 84.3% of clients (774 out of 918) were virally suppressed.

The following individuals are members of the Palm Beach County Ryan White HIV CARE Council (HIVCC): Kim Rommel Enright, employee of LAS; Hector Bernardino, employee of MSCC; and Lysette Perez employee of COM. This board provides no regulation, oversight, management, or policy-setting recommendation regarding the agency contracts listed above. Disclosure of these contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the County's Code of Ethics. These amendments allow the agencies to continue improving health outcomes for PWH. **No County match is required. Countywide (JBR)**

Background and Justification: The BCC has been receiving the RWHAP grant since 1994, and has assisted thousands of PWH with core medical and support services.

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (**Amendment**) is made as of the _____ day of _____, 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 **CAN Community Health, Inc.**, hereinafter referred to as the **AGENCY**, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0278528**.

In consideration of the mutual promises contained herein, the **COUNTY** and the **AGENCY** agree as follows:

W I T N E S S E T H:

WHEREAS, on May 14, 2024, the above named parties entered into a three-year Subrecipient Agreement (R2024-0534) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed \$76,290.00; and

WHEREAS, the need exists to amend the Agreement in order to: decrease the not-to exceed Agreement amount by amending **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY**; revise **ARTICLE 15 NONDISCRIMINATION**; replace **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; revise **ARTICLE 34, STANDARDS OF CONDUCT FOR EMPLOYEES**; revise **ARTICLE 50, PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**; add **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT**; replace **EXHIBIT A** with **EXHIBIT A1**; replace **EXHIBIT B** with **EXHIBIT B1**; replace **EXHIBIT G** with **EXHIBIT G1**; replace **EXHIBIT K WITH EXHIBIT K1**; replace **EXHIBIT O** with **EXHIBIT O1**; add **EXHIBIT Q**, all as more fully set forth herein, and

NOW, THEREFORE, the above-named parties hereby mutually agree that the Agreement entered into on May 14, 2024, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference.
- II. The first paragraph of **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** shall be replaced in its entirety with the following:

The total amount to be paid by the **COUNTY** under this Agreement for all services and materials shall not exceed a total Agreement amount of **FIFTY-FIVE THOUSAND, FOUR HUNDRED SEVENTY-EIGHT DOLLARS AND ZERO CENTS (\$55,478.00), OF WHICH TWENTY-FIVE THOUSAND FOUR HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$25,430.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF FIFTEEN THOUSAND TWENTY-FOUR DOLLARS AND ZERO CENTS (\$15,024.00) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS AGREEMENT**, subject to the availability of funds and annual budget approval by the Board of County Commissioners.

III. **ARTICLE 15 NONDISCRIMINATION** is revised to read as follows:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

The AGENCY hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86); the Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY

contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

IV. Replace the title and content of **ARTICLE 17, CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with:

DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

V. The first paragraph of **ARTICLE 34, STANDARDS OF CONDUCT FOR EMPLOYEES** is revised to read as follows:

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 2 C.F.R 200.317 – 2 C.F.R 200.28 Procurement Standards and 42 U.S.C. § 18116 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title.

VI. **ARTICLE 50, PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS** is revised to read as follows: AGENCY acknowledges that False Claims Act, 31 U.S.C. §3729, and/or criminal liability, including under 18 U.S.C. §§287 and 1001 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

VII. **ARTICLE 57, HUMAN TRAFFICKING AFFIDAVIT** is added to the Agreement to read as follows;

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

VIII. **EXHIBIT A IMPLEMENTATION PLAN** is replaced in its entirety by **EXHIBIT A1-IMPLEMENTATION PLAN**, attached hereto and incorporated herein by reference.

IX. **EXHIBIT B UNITS OF SERVICE RATE AND DEFINITIONS** is replaced in its entirety by **EXHIBIT B1 UNITS OF SERVICE RATE AND DEFINITIONS** attached hereto and incorporated herein by reference.

X. **EXHIBIT G SUBAWARD** is replaced in its entirety by **EXHIBIT G1 SUBAWARD** attached hereto and incorporated herein by reference.

XI. **EXHIBIT K SERVICE CATEGORY DEFINITIONS** is replaced in its entirety by **EXHIBIT K1 SERVICE CATEGORY DEFINITIONS** attached hereto and incorporated herein by reference

XII. **EXHIBIT O AGENCY'S PROGRAMMATIC REQUIREMENTS** is replaced in its entirety by **EXHIBIT O1 AGENCY'S PROGRAMMATIC REQUIREMENTS**, attached hereto and incorporated herein by reference.

XIII. Add **EXHIBIT Q HUMAN TRAFFICKING AFFIDAVIT**, attached hereto and incorporated herein by reference

XIV. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Michael A. Caruso

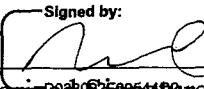
Clerk of the Circuit Court &
Comptroller Palm Beach
County

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

BY: _____
Deputy Clerk

BY: _____
Sara Baxter, Mayor

AGENCY:
CAN Community Health, Inc.

BY: 
Authorized Signature
Rishi Patel

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Initial 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

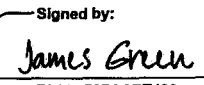
BY: 
F84BD58B0CEE433
Department Director
Community Services Department

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	CAN Community Health			
Grant Year: 2025	Service Category:	Outpatient/Ambulatory Health Services		
	Total Amount:	\$9,850		
Service Category Goal: The provision of diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include: clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.				
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served Cost per Person	
At the end of the project period, increase the number of clients virally suppressed from baseline % to target % through the provision of Outpatient/Ambulatory Health Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 CPT Code	24 81	
			Cost per Unit \$410 \$122	
Performance Measure Outcome: HIV Viral Load Suppression (Baseline= 1st yr; Target= 3rd year)				
Baseline (%) Target (%)		New Category - No Baseline 90%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	CAN Community Health			
Grant Year: 2025	Service Category:	AIDS Pharmaceutical Assistance		
	Total Amount:	\$1,952		
Service Category Goal: The provision of medication therapeutics to treat HIV/AIDS or to prevent the serious deterioration of health arising from HIV/AIDS in eligible individuals, including measures for prevention and treatment of opportunistic infections.				
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served Cost per Person	
At the end of the project period, increase the number of clients virally suppressed from baseline % to target % through the provision of AIDS Pharmaceutical Assistance with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 medication fill/refill	45 91	
			Cost per Unit \$43 \$21	
Performance Measure Outcome: HIV Viral Load Suppression (Baseline= 1st yr; Target= 3rd year)				
Baseline (%) Target (%)		85% 90%		

EXHIBIT B1

**UNITS OF SERVICE RATE AND DEFINITION
GRANT YEAR 2024 – 2026 RYAN WHITE PART A – CONTRACT**

CAN Community Health, Inc.				
	GY24	GY25	GY26	Total
Support Services				
Outpatient /Ambulatory Care	\$20,256	\$9,850	\$9,850	\$39,956
AIDS Pharmaceutical Assistance	\$1,952	\$1,952	\$1,952	\$5,856
Subtotal Support Services	\$22,208	\$11,802	\$11,802	\$45,812
Continuous Quality Management (CQM) Program	\$3,222	\$3,222	\$3,222	\$9,666
Total	\$25,430	\$15,024	\$15,024	\$55,478

Annual allocations do not rollover to future years if unspent

Expenses will be reimbursed monthly by services category based on each service standard of care outlined in the Palm Beach County Ryan White HIV/AIDS Program Manual. The backup documentation – copies of paid receipts, copies of checks, invoices, CPT/CDT codes, service records, or any other applicable documents acceptable to the Palm Beach County Department of Community Services may be requested at a desk audit and/or on-site monitoring on a periodic basis.

EXHIBIT G1**SUBAWARD**

(i)	Sub-recipient Name	CAN Community Health, Inc.
(ii)	Sub-recipient Unique Entity Identifier:	65-0278528
(iii)	Federal Award Identification Number (FAIN):	H8900034
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	07/29/2025
(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:	\$15,024.00
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$15,024.00
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$15,024.00
(ix)	Federal Award Project Description:	HIV Emergency Relief Project Grants
(x)	Name of Federal Awarding Agency:	US Department of Health & Human Services
	Name of Pass-Through Entity:	Palm Beach County Board of Commissioners
	Contact Information for Federal Awarding Official:	Marie E Mehaffey MMehaffey@hrsa.gov (301) 945-3934
	Contact Information for Palm Beach County Authorizing Official:	Sara Baxter SBaxter@pbc.gov 561-355-2206
	Contact Information for Palm Beach County Project Director:	Dr. Casey Messer cmesser@pbc.gov (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.

EXHIBIT K1

Section IV: Core Medical Services Guidelines

Ch 1. Local- AIDS Pharmaceutical Assistance Program (LPAP)

Purpose

To establish service standards for Subrecipients providing Local AIDS Pharmaceutical Assistance Program services through PBC RW Part A/MAI.

Policy

Description:

The Local Pharmaceutical Assistance Program (LPAP) is a supplemental means of providing ongoing medication assistance when Florida RWHAP ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

Subrecipients 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
- Participate in the QMEC committee when reviewing LPAP formulary needs
- Utilize the drug formulary that is approved by the QMEC Committee (Service Delivery Standards)
- Establish and maintain a drug distribution system
- Screening for alternative medication payer sources, including but not limited to Patient Assistance Programs (PAP), rebate/discount programs, Health Care District, and Florida RWHAP ADAP prior to dispensing.
- Implementation in accordance with requirements of the HRSA 340B Drug Pricing Program (including the Prime Vendor Program)

Program Guidance:

LPAP funds are not to be used for emergency or short-term financial assistance. The Emergency Financial Assistance service category may assist with short-term assistance for medications. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Medications may be added to the LPAP formulary by request to the Ryan White Program Manager. LPAP formulary additions must be approved by the PBC HIV CARE Council QMEC Committee.

Procedure

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Referral documentation, including prescription by medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications](#)

Caps/Limitations

Medications dispensed must not be included on the ADAP formulary

EXHIBIT K1

National Monitoring Standards

Local AIDS Pharmaceutical Assistance Program	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has:</p> <ul style="list-style-type: none"> • A client enrollment and eligibility process that includes screening for ADAP and LPAP eligibility consistent with guidance put forth in HRSA HAB PCN 21-02. • Uniform benefits for all enrolled clients throughout the EMA or TGA. • An LPAP advisory board. • Compliance with the RWHAP requirement of payor of last resort. • A recordkeeping system for distributed medications. • A drug distribution system that includes a drug formulary approved by the local advisory committee/board. <p>) Documentation that the LPAP is not dispensing medications:</p> <ul style="list-style-type: none"> • As a result or component of a primary medical visit. • As a single occurrence of short duration (an emergency). <ul style="list-style-type: none"> • While awaiting ADAP eligibility determination. • By vouchers to clients on a single occurrence. <p>c) Documentation that the LPAP is:</p> <ul style="list-style-type: none"> • Consistent with the most current HHS Clinical Practice Guidelines for the Use of Antiretroviral Agents in HIV-1-Infected Adults and Adolescents. • Coordinated with the state's ADAP. • Implemented in accordance with requirements of the 340B Drug Pricing Program, Prime Vendor Program, and/or Alternative Methods Project. 	<ul style="list-style-type: none">)) Provide to the Part A recipient, on request, documentation that the LPAP meets HRSA HAB requirements.)) Maintain documentation, and make available to the recipient upon request proof of client LPAP eligibility that includes HIV status, residency, medical necessity, and low-income status, as defined by the EMA/TGA, based on a specified percentage of the FPL.)) Provide reports to the recipient on the number of individuals served and the medications provided.

EXHIBIT K1

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none">• Dispensing of a medication to a client on an ongoing basis, requiring more than a thirty (30) day supply during any 12-month period.• A client must apply, and be denied access to the medication from all other medication assistance programs for which the client may be eligible (ADAP, pharmaceutical manufacturer patient assistance program, etc.).• Medications dispensed must not be included on the ADAP formulary. Clients needing emergency access to medications included on the ADAP formulary shall utilize Emergency Financial Services.• 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.• Any ongoing 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. medication is included on the ADAP formulary).

*Florida Medicaid PDL https://ahca.myflorida.com/medicaid/Prescribed_Drug/pharm_thera/fmpdl.shtml

EXHIBIT K1

Ch 2. Early Intervention Services (EIS)

Purpose

To establish service standards for Subrecipients providing Early Intervention Services through PBC RW Part A/MAI.

Policy

Description:

The RWHAP legislation defines EIS for Parts A, B, and C. See § 2651(e) of the Public Health Service Act.

Program Guidance:

The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. Subrecipients shall include the following four components:

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

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

Client is not required to meet PBC RW Part A/MAI eligibility criteria to receive EIS services

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Early Intervention Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Part A funds are used for HIV testing only where existing federal, state, and local funds are not adequate, and RWHAP funds will supplement and not supplant existing funds for testing. • Individuals who test positive are referred and linked to healthcare and supportive services. • Health education and literacy training are provided, enabling clients to navigate the HIV system. • EIS is provided at or in coordination with documented key points of entry. • EIS is coordinated with HIV prevention efforts and programs. 	<ul style="list-style-type: none">) Establish MOUs with key points of entry into care to facilitate access to care for those who test positive.) Document provision of all four required EIS components with Part A or other funding.) Document and report on numbers of HIV tests and positives, as well as where and when Part A-funded HIV testing occurs.) Document that HIV testing activities and methods meet the Centers for Disease Control and Prevention (CDC) and state requirements.) Document the number of referrals for healthcare and supportive services. f) Document referrals from key points of entry to EIS programs.) Document training and education sessions designed to help individuals navigate and understand the HIV system of care.) Establish linkage agreements with testing sites where Part A is not funding testing but is funding referral and access to care, education, and system navigation services.) Obtain written approval from the recipient to provide EIS in points of entry not included in the original scope of work.

PBC RWHAP Local Monitoring Standards

- EIS staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.
- Documentation of the Subrecipient effort to link the client to an initial medical appointment, including lab testing and initiation of ART, within 30 days.
- Of those clients who attended their initial medical appointment: documentation of the client's attendance (or lack thereof) to a follow-up medical appointment, including completed lab tests, within no more than 90 days from initial appointment.
- Documentation of achieving viral suppression OR being referred to case management for adherence support before closing to EIS services.

EXHIBIT K1

Ch 3. Health Insurance Premium & Cost Sharing Assistance (HIPCSA)

Purpose

To establish service standards for Subrecipients providing Health Insurance Premium & Cost Sharing Assistance through PBC RW Part A/MAI.

Policy

Description:

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program.

The service provision consists of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients
- Paying cost-sharing on behalf of the client

Program Guidance:

See PCN 18-01: Clarifications Regarding the use of RWHAP Funds for Health Care Coverage Premium and Cost Sharing Assistance

Procedure

Unit of Service Description

1 unit= 1 deductible, 1 co-payment, OR 1 monthly premium

Service Specific Criteria & Required Documentation

Summary of Benefits from Coverage

Caps/Limitations

An approved plan released annually

[Appendix J- PBC RW Part A/MAI Health Insurance Continuation Guidance](#)

EXHIBIT K1

National Monitoring Standards

Health Insurance Premium & Cost Sharing Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> □ Documentation of an annual cost-effectiveness analysis illustrating the greater benefit of purchasing public or private health insurance, pharmacy benefits, copays, and/or deductibles for eligible low-income clients compared to the full cost of medications and other appropriate HIV outpatient/ambulatory health services. □ Documentation that the insurance plan purchased provides comprehensive primary care and a full range of HIV medications. □ Documentation that the (Oral Health) insurance plan purchased provides comprehensive oral healthcare services. □ Documentation, including a physician's written statement that the eye condition is related to HIV infection 	<ul style="list-style-type: none"> □ Conduct an annual cost-effectiveness analysis (if not done by the recipient) that addresses the noted criteria. □ Provide proof that where RWHAP funds cover premiums, the insurance policy provides comprehensive primary care and a formulary with a full range of HIV medications. □ Provide proof that where RWHAP funds cover premiums, the dental insurance policy provides comprehensive oral healthcare services. □ Maintain proof of low-income status. □ Provide documentation demonstrating that funds were not used to cover costs associated with the creation, capitalization, or administration of liability risk pools or Social Security costs. □ When funds are used to cover copays for prescription eyewear, provide a physician's written statement that the eye
<ul style="list-style-type: none"> when funds are used for copays of eyewear. □ Assurance that any cost associated with the creation, capitalization, or administration of a liability risk pool is not being funded by RWHAP. □ Assurance that RWHAP funds are not being used to cover costs associated with Social Security. □ Documentation of clients' low-income status as defined by the EMA/TGA 	<ul style="list-style-type: none"> condition is related to HIV infection. □ Have policies and procedures outlining processes for informing, educating, and enrolling people in healthcare and documenting the vigorous pursuit of those efforts. □ Develop a system to ensure funds pay only for in-network outpatient services. □ Coordinate with CMS, including entering into appropriate agreements, to ensure that funds are appropriately included in TrOOP or donut hole costs.

EXHIBIT K1

Ch 4. Medical Case Management Services (MCM)

Purpose

To establish service standards for Subrecipients providing Medical Case Management Services through PBC RW Part A/MAI.

Policy

Description:

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum.

Activities provided under this service category may be provided by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented activities above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Program Guidance:

Activities provided under the Medical Case Management service category have as their objective improving health care outcomes (including Treatment Adherence), whereas those provided under the Non-Medical Case Management service category have as their objective providing guidance and assistance in improving access to needed services.

Visits to ensure readiness for, and adherence to, complex HIV treatments shall be considered Medical Case Management or Outpatient/Ambulatory Health Services. Treatment Adherence services provided during a Medical Case Management visit shall be reported in the Medical Case Management service category whereas Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit shall be reported under the Outpatient/Ambulatory Health Services category.

EXHIBIT K1

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

National Monitoring Standards

Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> □ Documentation that Subrecipients are trained professionals, either medically credentialed persons or other healthcare staff who are part of the clinical care team. □ Documentation that the following activities are being carried out for clients as necessary: <ul style="list-style-type: none"> • Initial assessment of service needs. • Development of a comprehensive, individualized care plan. • Coordination of services required to implement the plan. • Continuous client monitoring to assess the efficacy of the plan. • Periodic re-evaluation and adaptation of the plan at least every six months during the enrollment of the client. □ Documentation in program and client records of case management services and encounters, including: <ul style="list-style-type: none"> • Types of services provided. • Types of encounters/communication. • Duration and frequency of the encounters. □ Documentation in client records of services provided, such as: <ul style="list-style-type: none"> • Client-centered services that link clients with healthcare, psychosocial, and other services and assist them in accessing other public and private programs for which they may be eligible. • Coordination and follow up of medical treatments. • Ongoing assessment of the client's and other key family members' needs and personal support systems. • Treatment adherence counseling. • Client-specific advocacy. 	<ul style="list-style-type: none"> □ Provide written assurances and maintain documentation showing that medical case management services are provided by trained professionals who are either medically credentialed or trained healthcare staff and operate as part of the clinical care team. □ Maintain client records that include the required elements for compliance with contractual and RWHAP programmatic requirements, including required case management activities, such as services and activities, the type of contact, and the duration and frequency of the encounter.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 5. Mental Health Services (MHS)

Purpose

To establish service standards for Subrecipients providing Mental Health Services through PBC RW Part A/MAI.

Policy

Description:

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

Program Guidance:

Mental Health Services are allowable only for PWH who are eligible to receive PBC RW Part A/MAI services.

Procedure

Unit of Service Description

1 unit=1 hour of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Mental Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>) Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state.</p> <p>) Documentation of the existence of a detailed treatment plan for each eligible client that includes:</p> <ul style="list-style-type: none"> • The diagnosed mental illness or condition. • The treatment modality (group or individual). • Start date for mental health services. • Recommended number of sessions. • Date for reassessment. • Projected treatment end date. • Any recommendations for follow up. • The signature of the mental health professional rendering service. <p>c) Documentation of service provided to ensure that:</p> <ul style="list-style-type: none"> • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan. 	<p>) Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals.</p> <p>b) Maintain client records that include:</p> <ul style="list-style-type: none"> • A detailed treatment plan for each eligible client that includes the required components and signature. • Documentation of services provided, dates, and consistency with RWHAP requirements and with individual client treatment plans.

PBC RWHAP Local Monitoring Standards

<p>Psychological Assessment:</p> <ul style="list-style-type: none"> • Clients receiving assessment have documentation of a referral in Provide. • Assessments include: <ul style="list-style-type: none"> • Relevant history • Current functioning • Assessment of medical/psychological/ social needs • Mental status • Diagnostic impression based upon DSM IVTR criteria Axis I through IV • Clients have initial screening within 10 business days of referral. If not completed within 10 days, documented attempts must be evident. • Clients that present with imminent risk to self or others have immediate crisis intervention. • Clients receive assessment of cultural/language preferences. <p>(eliminated Intimal Treatment Plan as it's required under HRSA NMS)</p> <p>Progress in Treatment Plan:</p> <ul style="list-style-type: none"> • Client Records document progress towards meeting goals or variance explained. • Desired outcomes should be achieved in accordance with treatment plan. • Client treatment plans are updated (at a minimum) every 12 sessions or every 6 months, whichever occurs first, and/or at discharge. • Progress reports shared with case management agency for clients who have provided consent.
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EXHIBIT K1

Ch 6. Oral Health Care (OHC)

Purpose

To establish service standards for Subrecipients providing Oral Health Care through PBC RW Part A/MAI.

Policy

Description:

Oral Health Care activities include outpatient diagnosis, prevention, and therapy provided by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

Program Guidance:

Oral Health Care shall be provided based on the following priorities:

- Elimination of infection, preservation of dentition and restoration of functioning
- Elimination of presenting symptoms, including control of pain and suffering
- Prevention of oral and/or systemic disease where the oral cavity serves as an entry point

Procedure

Subrecipient shall adhere to the American Dental Association Dental Practice Parameters.

Unit of Service Description

1 unit=1 CDT Code

Reimbursement is based on Florida Medicaid Dental General Fee Schedule

Service Specific Criteria & Required Documentation

None

Caps/Limitations

Maximum of 24 visits per client annually

EXHIBIT K1

National Monitoring Standards

Oral Health Care	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Oral healthcare services, which meet current dental care guidelines, are provided by dental professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants. • Oral healthcare professionals providing services have appropriate and valid licensure and certification based on state and local laws. • Clinical decisions are supported by the American Dental Association Dental Practice Parameters. • An oral healthcare treatment plan is developed for each eligible client and signed by the oral health professional rendering the services. • Services fall within specified service caps, expressed by dollar amount, type of procedure, the limitations on the number of procedures, or a combination of any of the above, as determined by the Planning Council or recipient under RWHAP Part A. 	<ul style="list-style-type: none"> ○ Maintain a dental record for each client that is signed by the licensed provider and includes a treatment plan, services provided, and any referrals made. ○ Maintain and provide to the recipient on request, copies of professional licensure and certification.

PBC RWHAP Local Monitoring Standards

- Review Medical/Dental history at least annually
- Clients receive oral hygiene education as part of the routine visit and self-management of infections and lesions when necessary
- Documentation of current medications, CD4 and Viral Loads at time of visit.
- Treatment of oral opportunistic infection is coordinated with the client's medical provider

EXHIBIT K1

Ch 7. Outpatient/Ambulatory Health Services (OAHS)

Purpose

To establish service standards for Subrecipients providing Outpatient/Ambulatory Health Services through PBC RW Part A/MAI.

Policy

Description:

Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.

Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Vaccinations/Immunizations
- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology

Program Guidance:

Provision of Outpatient/Ambulatory Health Services must be adherent to HHS Clinical Guidelines for the Treatment of HIV/AIDS <https://clinicalinfo.hiv.gov/en/guidelines>

Treatment adherence activities provided during an Outpatient/Ambulatory Health Service visit are considered Outpatient/Ambulatory Health Services, whereas treatment adherence activities provided during a Medical Case Management visit are considered Medical Case Management services.

Non-HIV related visits to urgent care facilities are not allowable costs within the Outpatient/Ambulatory Health Services Category.

Emergency room visits are not allowable costs within the Outpatient/Ambulatory Health Services Category.

The HIV CARE Council has allocated funding to the OAHS subcategories of OAHS-Primary Care, Laboratory/Diagnostic and Specialty Medical Care. Each of the three subcategories are addressed below separately.

EXHIBIT K1

Procedure for OAHS-Primary Care

Unit of Service Description

1 unit=1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI) Service Specific Eligibility Criteria & Required Documentation None

Caps/Limitations

No caps. No limitations.

Procedure for Laboratory/Diagnostic Testing

Unit of Service Description

1 unit=1 lab test

Reimbursement is based on Medicare Clinical Diagnostic Laboratory Fee Schedule

Service Specific Eligibility Criteria & Required Documentation

None

Caps/Limitations

No caps. No Limitations.

Procedure for Specialty Medical Care

Unit of Service Description

1 unit= 1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI)

Service Specific Eligibility Criteria & Required Documentation

Specialty Care Medical Referral Form signed by Primary Care Provider

Caps/Limitations

Unallowable expenses for Specialty Medical Care include services for cosmetic purposes only, corrective lenses, or any service provided that does not follow Specialty Medical Care service procedures.

Allowable Specialty Medical Care services are included on the *Palm Beach County Ryan White Program Allowable Medical Conditions List for Specialty Medical Referrals* form.

Appendix K- PBC RW Part A/MAI Specialty Medical Care Allowable Conditions and Referral

EXHIBIT K1

National Monitoring Standards

Outpatient/Ambulatory Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of the following:</p> <ul style="list-style-type: none"> • Care is provided by a healthcare provider, certified in their jurisdictions to prescribe medications, in an outpatient setting, such as clinics, medical offices, or mobile vans. • Only allowable services are provided to eligible people with HIV. • Services are provided as part of the treatment of HIV infection. • Specialty medical care relates to HIV infection and/or conditions arising from the use of HIV medications resulting in side effects. • Services are consistent with HHS Clinical Guidelines for the Treatment of HIV. • Services are not being provided in an emergency room, hospital, or any other type of inpatient treatment setting. <p>b) Documentation that diagnostic and laboratory tests are:</p> <ul style="list-style-type: none"> • Integral to the treatment of HIV and related complications, necessary based on established clinical practice, and ordered by a registered, certified, licensed provider. • Consistent with medical and laboratory standards. • Approved by the FDA and/or certified under the Clinical Laboratory Improvement Amendments (CLIA) Program. 	<ul style="list-style-type: none"> • Ensure that client medical records document services provided, the dates and frequency of services provided, and that services are for the treatment of HIV. • Include clinical notes signed by the licensed service provider in patient records. • Maintain professional certifications and licensure documents, and make them available to the recipient upon request. • For diagnostic and laboratory tests: <ul style="list-style-type: none"> • Document and include in client medical records when appropriate, and make available to the recipient upon request: <ul style="list-style-type: none"> - The number of diagnostic and laboratory tests performed. - The certification, licenses, or FDA approval of the laboratory from which tests were ordered. - The credentials of the individuals ordering the tests.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Maintain written agreements/contracts with Specialty Medical Care Providers • Ensure Specialty Medical Care service providers are credentialed by Medicaid and/or Medicare. • Ensure Specialty Medical Care service providers have entered into a participation agreement under the Medicaid State plan and be qualified to receive payments under such plan, or have received a waiver from this requirement. • Release encumbered services if services are not initiated within 90 days of Specialty Medical Care approval. • Ensure Specialty Medical Care service reports are received by the PCP prior to Specialty Medical Care service invoice being paid.

EXHIBIT K1

Section V: Support Services Guidelines

Ch 1. Emergency Financial Assistance (EFA)

Purpose

To establish service standards for Subrecipients providing Emergency Financial Assistance through PBC RW Part A/MAI.

Policy

Description:

Emergency Financial Assistance (EFA) provides limited one-time or short-term payments to assist the PBC RW Part A/MAI client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, and medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.

Program Guidance:

The Emergency Financial Assistance service category may assist with short-term assistance for medications. LPAP funds are not to be used for emergency or short-term financial assistance. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Direct cash payments to clients are not permitted.

Continuous provision of an allowable service to a client shall not be funded through emergency financial assistance.

Procedure

Subcategory A: Essential utilities, housing, food, transportation, etc.

Unit of Service Description

1 unit=1 emergency assistance

Service Specific Criteria & Required Documentation

Documented need for assistance based on income/expense ratio (Financial Assessment)

Caps/Limitations

Up to 4 accesses per grant year for no more than a combined total of \$1,000, and/or housing assistance as one access per 12 month period to equal 1 month of rent and/or one security deposit.

Subcategory B: Medication

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Prescription from a medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[**Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications**](#)

EXHIBIT K1

Caps/Limitations

Dispensing of one (1) emergency medication not exceeding a thirty (30) day supply to a client during any 12-month period.

PBC RWHAP Local Monitoring Standards

- 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, 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/fmpdl.shtml

National Monitoring Standards

EXHIBIT K1

National Monitoring Standards

Emergency Financial Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of services and payments to verify that:</p> <ul style="list-style-type: none"> • EFA to individual clients is provided with limited frequency and for limited periods of time, with frequency and duration of assistance specified by the recipient. • Assistance is provided only for the following essential services: utilities, housing, food (including groceries and food vouchers), transportation, and medication. • Payments are made either through a voucher program or short-term payments to the service entity, with no direct payments to clients. • Emergency funds are allocated, tracked, and reported by type of assistance. • RWHAP is the payor of last resort. 	<p>a) Maintain client records that document for each client:</p> <ul style="list-style-type: none"> • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA. <p>b) Maintain and make available to the recipient program documentation of assistance provided, including:</p> <ul style="list-style-type: none"> • Number of clients and amount expended for each type of EFA. • Summary of the number of EFA services received by the client. • Methods used to provide EFA (e.g., payments to agencies, vouchers). <p>c) Provide assurance to the recipient that all EFA:</p> <ul style="list-style-type: none"> • Was for allowable types of assistance. • Was used only in cases where RWHAP was the payor of last resort. • Met recipient-specified limitations on amount, frequency, and duration of assistance to an individual client. • Was provided through allowable payment methods.

EXHIBIT K1

Ch 2. Food Bank/Home Delivered Meals (FBHDM)

Purpose

To establish service standards for Subrecipients providing Food Bank/Home Delivered Meals through PBC RW Part A/MAI.

Policy

Description:

Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Program Guidance:

Unallowable costs include household appliances, pet foods, and other non-essential products.

Procedure

Subcategory A: Food Bank

Unit of Service Description

1 unit=1 voucher or 1 food box

Service Specific Criteria & Required Documentation

Must apply for and maintain enrollment in Food Stamps, when eligible

Caps/Limitations

At or below 200% FPL; with 0-150% FPL receiving up to \$75 per client per month and 151-200% FPL receiving up to \$50 per client per month

Subcategory B: Nutritional Supplements

Unit of Service Description

1 unit=1 prescription

Service Specific Criteria & Required Documentation

Requires a prescription from a medical provider

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Food Bank/Home Delivered Meals	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Services supported are limited to food banks, home-delivered meals, and/or food voucher programs. • Types of non-food items provided are allowable. • If water filtration/purification systems are provided, the community has water purity issues. <p>b) Assurance of:</p> <ul style="list-style-type: none"> • Compliance with federal, state, and local regulations, including any required licensure or certification for the provision of food banks and/or home-delivered meals. • Use of funds only for allowable essential non-food items. • Monitoring of providers to document actual services provided, client eligibility, number of clients served, and level of services to these clients. 	<p>) Maintain and make available to the recipient documentation of:</p> <ul style="list-style-type: none"> • Services provided by type of service, number of clients served, and levels of service. • The amount and use of funds for the purchase of non-food items, including the use of funds only for allowable non-food items. • Compliance with all federal, state, and local laws regarding the provision of food banks, home-delivered meals, and food voucher programs, including any required licensure and/or certifications. <p>) Provide assurance that RWHAP funds were used only for allowable purposes and RWHAP was the payor of last resort.</p>

EXHIBIT K1

Ch 4. Legal Services (LS) - Other Professional Services

Purpose

To establish service standards for Subrecipients providing Legal Services through PBC RW Part A/MAI.

Policy

Description:

Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. Such services may include:

- Legal services provided to and/or on behalf of the PBC RW Part A/MAI -eligible PWH and involving legal matters related to or arising from their HIV, including:
 - Assistance with public benefits such as Social Security Disability Insurance (SSDI)
 - Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under PBC RW Part A/MAI
 - Preparation of healthcare power of attorney, durable powers of attorney, and living wills
- Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:
 - Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
 - Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption
- Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits.

Program Guidance:

Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under PBC RW Part A/MAI.

See 2 CFR 200.459

Procedure

Unit of Service Description

1 unit=1 hour of service

Reimbursement is based on \$90 per billable hour of legal services

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Legal Services (Other Professional Services)	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that funds are used only for allowable professional services, such as:</p> <ul style="list-style-type: none"> • Legal Services. • Permanency Planning. • Income Tax Preparation. <p>b) Assurance that program activities do not include any criminal defense or class action suits unrelated to access to services eligible for funding under the RWHAP.</p>	<p>a) Document and make available to the recipient upon request, services provided, including specific types of professional services provided.</p> <p>b) Provide assurance that:</p> <ul style="list-style-type: none"> • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. <p>c) Document in each client file:</p> <ul style="list-style-type: none"> • Client eligibility. • A description of how professional services are necessitated by the individual's HIV status. • Types of services provided. • Hours spent in the provision of such services.

PBC RWHAP Local Monitoring Standards

- Competent provision of legal services to HIV/AIDS community and dependents.
- Show evidence of State of Florida license to practice law (as applicable).
- Training of paralegals and other support staff occurs for programmatic staff (those working with HIV/AIDS population).
- Minimum training requirement (HIV 101 for support staff, HIV 104 for attorneys and paralegals).
- Procedures in place to route calls/referrals to available staff, with reasonable response time to telephone inquiries/referrals.
- Grievance procedures in place when client feels calls are not returned in a timely manner.
- Records display intake documentation and outcome or resolution of presenting issue.
- Notification of progress and outcome for resolution is provided to referring agency, if applicable.
- Clients or caretakers receive disposition or resolution of legal issue.

EXHIBIT K1

Ch 5. Medical Transportation Services (MTS)

Purpose

To establish service standards for Subrecipients providing Medical Transportation Services through PBC RW Part A/MAI.

Policy

Description:

Medical Transportation is the provision of non-emergency transportation services that enables an eligible client to access or be retained in core medical and support services.

Program Guidance:

Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but shall not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

Procedure

Unit of Service Description

1 unit=1 trip/voucher

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Medical Transportation	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services.</p> <p>b) Documentation that services are provided through one of the following methods:</p> <ul style="list-style-type: none"> • A contract or some other local procurement mechanism with a provider of transportation services. • A voucher or token system that allows for tracking the distribution of vouchers or tokens. • A system of mileage reimbursement that does not exceed the federal per mile reimbursement rates. • A system of volunteer drivers, where insurance and other liability issues are addressed. • Purchase or lease of organizational vehicles for client transportation, with prior approval from HRSA HAB for the purchase. 	<p>a) Maintain program files that document:</p> <ul style="list-style-type: none"> • The level of services/number of trips provided. • The reason for each trip and its relation to accessing health and support services. • Trip origin and destination. • Client eligibility. • The cost per trip. • The method used to meet the transportation need. <p>b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation:</p> <ul style="list-style-type: none"> • Reimbursement methods that do not involve cash payments to service recipients. • Mileage reimbursement that does not exceed the federal reimbursement rate. • Use of volunteer drivers that appropriately addresses insurance and other liability issues. <p>c) Collection and maintenance of data documenting that funds are used only for transportation designed to help eligible individuals remain in medical care by enabling them to access medical and support services.</p> <p>d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).</p>

EXHIBIT K1

Ch 6. Non-Medical Case Management Services (NMCM)

Purpose

To establish service standards for Subrecipients providing Non-Medical Case Management services through PBC RW Part A/MAI.

Policy

Description:

Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate by the PBC RW Part A/MAI recipient.

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems

Program Guidance:

Non-Medical Case Management services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes (including Treatment Adherence).

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Non-Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • The scope of activity includes guidance and assistance to clients in obtaining medical, social, community, legal, financial, and other needed services. • Where benefits/entitlement counseling and referral services are provided, they assist clients in obtaining access to both public and private programs, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturers' Patient Assistance Programs, and other state or local healthcare and supportive services. • Services cover all types of encounters and communications (e.g., face-to-face, telephone contact, etc.). <p>b) Where transitional case management for justice-involved persons is provided, assurance that such services are provided either as part of discharge planning or for individuals who are in the correctional system for a brief period.</p>	<p>a) Maintain client records that include the required elements, as detailed by the recipient, including:</p> <ul style="list-style-type: none"> • Date of encounter. • Type of encounter. • Duration of encounter. • Key activities, including benefits/entitlement counseling and referral services.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 7. Psychosocial Support Services (PSS)

Purpose

To establish service standards for Subrecipients providing Psychosocial Support Services through PBC RW Part A/MAI

Policy

Description:

Psychosocial Support Services provide group or individual support and counseling services to assist eligible people with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (*see* Medical Nutrition Therapy Services)
- Pastoral care/counseling services

Program Guidance:

Funds under this service category may not be used to provide nutritional supplements (*See* Food Bank/Home Delivered Meals).

RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliation.

Funds may not be used for social/recreational activities or to pay for a client's gym membership.

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Psychosocial Support Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support)</p> <ul style="list-style-type: none"> • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. <p>b) Documentation that psychosocial support services meet all stated requirements:</p> <ul style="list-style-type: none"> • Counseling is provided by a licensed or accredited provider wherever such licensure or accreditation is either required or available. • Pastoral counseling is available to all individuals eligible to receive RWHAP services, regardless of their religious denominational affiliation. • Assurance that no funds under this service category are used for the provision of nutritional supplements, social/recreational activities, or gym memberships. 	<p>a) Document the provision of psychosocial support services, including:</p> <ul style="list-style-type: none"> • Types and level of activities provided. • Client eligibility determination. <p>b) Maintain documentation demonstrating that:</p> <ul style="list-style-type: none"> • Funds are used only for allowable services. • No funds are used for the provision of nutritional supplements. • Any pastoral care/counseling services are available to all clients regardless of their religious denominational affiliation

EXHIBIT O1

Ryan White HIV/AIDS Program Funded Agency's Programmatic Requirements

Failure to comply with these requirements, or to provide this 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 (DEPARTMENT) to monitor AGENCY to assure that its goals and objectives, as outlined in the Implementation Plan, **EXHIBIT A1**, 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 RWHAP 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 RWHAP eligibility every twelve (12) months, including screening for other public or private payor sources.
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 Ryan White HIV/AIDS Treatment Extension Act of 2009 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. RWHAP 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.

EXHIBIT O1

10. AGENCY must comply with Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP services must have documentation of eligibility, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Palm Beach County RWHAP manual;
- b. If the AGENCY receiving RWHAP funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving RWHAP services must conform to statutory limitations;
- c. 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;
- d. The AGENCY must comply with Palm Beach County's Minimum Eligibility Criteria for HIV/AIDS Services, as approved by the HIV CARE Council;
- e. The AGENCY must comply with the Palm Beach County RWHAP Service Standards of Care, as adopted by the HIV CARE Council; and
- f. The AGENCY must establish and maintain a Quality Management program to plan, assess, and improve health outcomes through implementation of quality improvement processes. AGENCY must have at least 1 quality improvement project in-process at any time during the Agreement period. AGENCY must also participate in System of Care-level Quality Management activities initiated by the DEPARTMENT and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services delivered through Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP service standards.
 3. Aggregate performance metrics by quarter in the GY for each service category provided by the AGENCY as established by the HIV CARE Council and the DEPARTMENT. Performance metrics shall be reported to the DEPARTMENT quarterly.
 4. Other data requested by the DEPARTMENT as part of system-wide quality improvement projects.

EXHIBIT O1

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' RWHAP 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. The COUNTY has a requirement to ensure that at least 75% of RWHAP direct service funds are expended in Core Medical Services. Legislative authority for RWHAP service category priority-setting and resource allocation lies solely with the Palm Beach County HIV CARE Council, whose decisions may require changes in the Agreement. The COUNTY will monitor the expenditure of funds throughout the Agreement year to insure that the COUNTY is meeting federal requirements. The AGENCY agrees and understands that Support Services funding may be reduced in order to meet federal requirements. The AGENCY MUST notify COUNTY of its under spending in Core Medical Services in writing by the 15th of each month following a month when AGENCY has under spent Core Medical Services based on the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided. AGENCY'S failure to spend Core Medical Services funding may result in withholding Support Services reimbursements or redistributing funding to other agencies.
13. AGENCY must not expend RWHAP 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.
14. 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 RWHAP funds separately.
15. AGENCY must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
16. AGENCY agrees to share data within the RWHAP client database, per the signed authorization provided by clients, on an as needed basis with current or future HIV Coordinated Service Network providers.
17. 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.
18. AGENCY must comply with the Health Resources Services Administration (HRSA) National Monitoring Standards. The standards are subject to change periodically.
19. Funds provided to AGENCY, pursuant to this Agreement, shall not be used to do any of the following:

EXHIBIT O1

- a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
 - 1. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
 - 2. By an entity that provides health services on a prepaid basis.
- b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.

20. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with RWHAP funds.

21. AGENCY must have policies in place to monitor any subcontractor providing services on behalf of the AGENCY that is paid with RWHAP 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. When applicable, subcontractors must agree to accept fee schedules established by the RWHAP as payment for services rendered.

22. Administrative costs, inclusive of direct and indirect costs, shall not exceed 10% of the contracted amount of this Agreement, as per RWHAP grant guidelines.

- a. AGENCY is permitted to apply a 10% de Minimis indirect cost rate on a base of modified total direct costs, per 2 CFR 200.501.

23 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 RWHAP clients or any other AGENCY clients. All of the incidents require that immediate action is taken to protect RWHAP 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 RWHAP 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 RWHAP minor clients or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect RWHAP 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.

EXHIBIT O1

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 RWHAP-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.

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, Lab 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:

EXHIBIT O1



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 2 CFR 200 and 2 CFR 300 .

EXHIBIT O1

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 RWHAP 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 RWHAP 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 RWHAP 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 RWHAP 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, quality management, and fiscal designees, to attend all RWHAP Subrecipient providers' meetings.
32. AGENCY agrees to have in place a grievance process by which client complaints against the AGENCY with respect to RWHAP -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 race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information. AGENCY shall notify current clients and all other individuals presenting for services provided through RWHAP 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. Refer to:

EXHIBIT O1

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

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.

37. AGENCY agrees to participate in site visits/programmatic reviews conducted by the COUNTY. AGENCY agrees to ensure that programmatic and fiscal designees and other appropriate staff, as requested by the COUNTY, are in attendance at all site visits and that all requested documentation is provided on or before Day 1 (one) of monitoring , including descriptions of accounts payable systems and policies. AGENCY must provide access to appropriate and applicable files, policy manuals, records, staff members, etc., as requested by the COUNTY. Failure by the AGENCY to adhere to these requirements will result in a Contractual Finding cited in the monitoring report. The Fiscal Monitoring template is included in the Palm Beach County RWHAP Program Manual for reference. Unannounced site visits may also be conducted by the COUNTY when the COUNTY deems appropriate.
38. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the work conducted under this Agreement, its conduct results, or data gathered or processed should be released by AGENCY without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to AGENCY. Should any such information be released by COUNTY or by AGENCY with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

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 2 CFR 200.205 and 2 CFR 300.305. 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 Ryan White-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.

EXHIBIT O1

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.

39. AGENCY must apply a reasonable allocation methodology for the attribution of costs and program income generated by the Ryan White-eligible client that received the service and be able to document the methodology used. AGENCY must expend funds available from program income an allowable expenses before requesting additional cash payment reimbursements for services provided under the terms of this agreement.
40. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:
 - PCN 15-03 Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income
 - 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 Ryan White HIV/AIDS Program (RWHAP) grant resources.
 - PCN 16-02 Eligible Individuals & Allowable Uses of Funds for Discretely Defined Categories of Services regarding eligible individuals and the description of allowable service categories for Ryan White HIV/AIDS Program and program guidance for implementation.
 - PCN 15-02 RWHAP expectations for clinical quality management (CQM) programs.
 - PCN 16-01 RWHAP recipients may not deny the delivery of RWHAP services, including prescription drugs, to a veteran who is eligible to receive RWHAP services. RWHAP recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive RWHAP services.
41. AGENCY must have a system in place to document time and effort for direct program staff supported by RWHAP funds and must submit a written time and effort reporting policy to the COUNTY. The policy must adhere to 2 CFR 200.430. Time and effort reporting will be monitored periodically by the COUNTY.
42. AGENCY must ensure it tracks expenditure data through this award for services provided for women, infants, children and youth (WICY) living with HIV/AIDS. Expenditure data for each grant period (March 1-February 28) must be tracked separately for each WICY priority population, and reported annually to Recipient no later than April 30.
43. 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.

EXHIBIT O1

44. 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.
45. AGENCY must comply with information contained in EXHIBIT G (Subaward Data).
46. 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
47. 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.
48. 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)
49. 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.
50. AGENCY will be provided a budget amount included in the total agreement amount stated in ARTICLE 5 above, for purposes of supporting a Continuous Quality Management (CQM) Program. Recipient's Quality Management Program must approve proposed CQM plan prior to Agency initiating work. If approved, the CQM program will have its own budget line. Reimbursements for this category will be submitted in the same manner as all other categories.
51. AGENCY may request advanced payment for services rendered in accordance to agreement terms. Department of Health Resources & Services Administration (HRSA) guidelines, and the Ryan White Part A Agency Reimbursement Policy. The County shall pay to the AGENCY, as an advance payment 1/12 of their eligible contracted service category budget as approved by Palm Beach County for eligible services to be provided.
52. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
53. 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

EXHIBIT O1

training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

- A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
- A tracking component so that AGENCY or the COUNTY can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

EXHIBIT Q

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

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

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


Rishi Patel (Dec 3, 2025 10:44:15 EST)
(Signature of Officer or Representative)

Rishi Patel, President & CEO
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 3rd day of December, 2025, by Rishi Patel.

Personally known: OR produced identification .

Type of identification produced Personal.


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



VIRGINIA S. GARRISON
Notary Public
State of Florida
Comm. HH587078
Expires 9/30/2028

(Notary Seal)

**2025 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL
REPORT**

DOCUMENT# N45040

Entity Name: CAN COMMUNITY HEALTH, INC.

Current Principal Place of Business:

2105 N. NEBRASKA AVENUE
TAMPA, FL 33602-2558

Current Mailing Address:

2105 N. NEBRASKA AVENUE
TAMPA, FL 33602-2558 US

FEI Number: 65-0278528

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

PATEL, RISHIKUMAR B
2105 N. NEBRASKA AVENUE
TAMPA, FL 33602-2558 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: RISHIKUMAR PATEL

11/12/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PCEO	Title	SECRETARY
Name	PATEL, RISHIKUMAR B	Name	ENNIS, NICOLE PHD
Address	2105 N. NEBRASKA AVENUE	Address	2105 N. NEBRASKA AVENUE
City-State-Zip:	TAMPA FL 33602-2558	City-State-Zip:	TAMPA FL 33602-2558
Title	VICE-CHAIRMAN	Title	CHAIRMAN
Name	LAUGHERY, THOMAS	Name	COVERT, STEPHEN PHD
Address	2105 N. NEBRASKA AVENUE	Address	2105 N. NEBRASKA AVENUE
City-State-Zip:	TAMPA FL 33602-2558	City-State-Zip:	TAMPA FL 33602-2558
Title	TREASURER	Title	ASSISTANT SECRETARY
Name	DEVLIN, JOHN	Name	JANIS, GERALD
Address	2105 N. NEBRASKA AVENUE	Address	2105 N. NEBRASKA AVENUE
City-State-Zip:	TAMPA FL 33602-2558	City-State-Zip:	TAMPA FL 33602-2558
Title	DIRECTOR	Title	EVP, CFO
Name	D'ELETTO, THOMAS DR.	Name	LIFLAND, MARY
Address	2105 N. NEBRASKA AVENUE	Address	2105 N. NEBRASKA AVENUE
City-State-Zip:	TAMPA FL 33602-2558	City-State-Zip:	TAMPA FL 33602-2558

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RISHIKUMAR B PATEL

PCEO

11/12/2025

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 4010 W. Boy Scout Boulevard Suite 200 Tampa FL 33607 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED CAN Community Health, Inc 2105 N. Nebraska Avenue Tampa FL 33602 USA	INSURER A: The Travelers Indemnity Co.	25658
	INSURER B: Arch Specialty Insurance Company	21199
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570116747299 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDU INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			FLP500082301	11/30/2025	11/30/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE					EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A		UBA17948332543E	11/10/2025	11/10/2026	X PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$3,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Miscellaneous Medical Professional Liab			FLP500082301 Claims Made	11/30/2025	11/30/2026	Each Claim \$3,000,000 Aggregate \$3,000,000 Per Claim Deductible \$25,000

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as an Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o Community Services Department 810 Datura Street West Palm Beach FL 33401 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>

Holder Identifier:

570116747299

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (**Amendment**) is made as of the ____ day of _____, 2026, 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 **Legal Aid Society of Palm Beach County, Inc.**, hereinafter referred to as the **AGENCY**, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-6046994**.

In consideration of the mutual promises contained herein, the **COUNTY** and the **AGENCY** agree as follows:

WITNESSETH:

WHEREAS, on May 14, 2024, the above-named parties entered into a three-year Subrecipient Agreement (R2024-0533) (the **Agreement**) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed \$915,243.00; and

WHEREAS, the need exists to amend the **Agreement** in order to: increase the not-to exceed **Agreement amount** by amending **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY**; revise **ARTICLE 15 NONDISCRIMINATION**; replace **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; revise **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES**; revise **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**; add **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT**; replace **EXHIBIT A** with **EXHIBIT A1**; replace **EXHIBIT B** with **EXHIBIT B1**; replace **EXHIBIT G** with **EXHIBIT G1**; replace **EXHIBIT K WITH EXHIBIT K1**; replace **EXHIBIT O** with **EXHIBIT O1**; add **EXHIBIT Q**, all as more fully set forth herein, and

NOW, THEREFORE, the above-named parties hereby mutually agree that the **Agreement** entered into on May 14, 2024, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference.
- II. The first paragraph of **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** shall be replaced in its entirety with the following:

The total amount to be paid by the **COUNTY** under this **Agreement** for all services and materials shall not exceed a total **Agreement amount** of **NINE HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS AND ZERO CENTS (\$926,417.00) OF WHICH THREE HUNDRED FIVE THOUSAND EIGHTY-ONE DOLLARS AND ZERO CENTS (\$305,081.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF THREE HUNDRED TEN THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$310,668.00) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS AGREEMENT**, subject to the availability of funds and annual budget approval by the Board of County Commissioners.

III. **ARTICLE 15 NONDISCRIMINATION** is revised to read as follows:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

The AGENCY hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86); the Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its

subcontracts.

IV. Replace the title and content of **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with:

DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

V. The first paragraph of **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES** is revised to read as follows:

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 2 C.F.R 200.317 – 2 C.F.R 200.28 Procurement Standards and 42 U.S.C. § 18116 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title.

VI. **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS** is revised to read as follows: AGENCY acknowledges that False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

VII. **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT** is added to the Agreement to read as follows;

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

incorporated herein by reference.

- VIII. **EXHIBIT A IMPLEMENTATION PLAN** is replaced in its entirety by **EXHIBIT A1-IMPLEMENTATION PLAN**, attached hereto and incorporated herein by reference.
- IX. **EXHIBIT B UNITS OF SERVICE RATE AND DEFINITIONS** is replaced in its entirety by **EXHIBIT B1 UNITS OF SERVICE RATE AND DEFINITIONS** attached hereto and incorporated herein by reference.
- X. **EXHIBIT G SUBAWARD** is replaced in its entirety by **EXHIBIT G1 SUBAWARD** attached hereto and incorporated herein by reference.
- XI. **EXHIBIT K SERVICE CATEGORY DEFINITIONS** is replaced in its entirety by **EXHIBIT K1 SERVICE CATEGORY DEFINITIONS** attached hereto and incorporated herein by reference
- XII. **EXHIBIT O AGENCY'S PROGRAMMATIC REQUIREMENTS** is replaced in its entirety by **EXHIBIT O1 AGENCY'S PROGRAMMATIC REQUIREMENTS**, attached hereto and incorporated herein by reference.
- XIII. **Add EXHIBIT Q HUMAN TRAFFICKING AFFIDAVIT**, attached hereto and incorporated herein by reference
- XIV. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Michael A. Caruso

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: _____
Sara Baxter, Mayor

AGENCY:

Legal Aid Society of Palm Beach County, Inc.

Signed by:
BY: 
664BF6B19F614A5
Authorized Signature
Robert A. Bertisch

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney

Initial
JBR

APPROVED AS TO TERMS AND
CONDITIONS

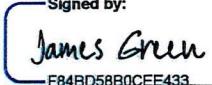
Signed by:
BY: 
F84BD58B0CEE433
Department Director
Community Services Department

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	Legal Aid Society of Palm Beach, Inc.			
Grant Year: 2025	Service Category:	Legal Services		
	Total Amount:	\$246,787		
Service Category Goal: The provision of services to assist clients with accessing and maintaining necessary medical care, public benefits, and immigration status on behalf of the client and involving legal matters related to or arising from their HIV disease.				
<i>Objective: Quantifiable time limited objective related to the service listed above</i>		Service Unit Definition	<i>Number of Persons to be Served</i> <i>Number of Units to be Provided</i>	
At the end of the project period, increase the number of clients retained in HIV medical care from baseline % to target % through the provision of Legal Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 hour of service	260 2,493	
			<i>Cost per Person</i> <i>Cost per Unit</i>	
			\$949 \$99	
Performance Measure Outcome: Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)		Baseline (%)	72%	
		Target (%)	85%	

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	Legal Aid Society of Palm Beach County, Inc.			
Grant Year: 2025	Service Category:	Non-Medical Case Management		
	Total Amount:	\$57,891		
Service Category Goal: The provision of coordination, guidance, and assistance in accessing medical, social, community, legal, financial, employment, vocational, and/or other needed services. NMCM Services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible. NMCM Services includes all types of case management encounters (e.g., face-to-face, telehealth, phone contact, and any other forms of communication).				
<i>Objective: Quantifiable time limited objective related to the service listed above</i>		Service Unit Definition	<i>Number of Persons to be Served</i> <i>Number of Units to be Provided</i>	
At the end of the project period, increase the number of clients retained in HIV medical care and virally suppressed from baseline % to target % through the provision of Non-Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 minutes of service	174 3,461	
			<i>Cost per Person</i> <i>Cost per Unit</i>	
			\$333 \$17	
Performance Measure Outcome: Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)		Baseline (%)	95%	
		Target (%)	100%	
HIV Viral Load Suppression				
		Baseline (%)	86%	
		Target (%)	95%	

EXHIBIT B1

UNITS OF SERVICE RATE AND DEFINITION
GRANT YEAR 2024 – 2026 RYAN WHITE PART A – CONTRACT

LEGAL AID SOCIETY OF PBC, INC.				
Support Services	GY24	GY25	GY26	Total
Legal Services	\$241,200	\$246,787	\$246,787	\$734,774
Non - Medical Case Mgt.	\$57,891	\$57,891	\$57,891	\$173,673
Subtotal Support Services	\$299,091	\$304,678	\$304,678	\$908,447
Continuous Quality Management (CQM) Program	\$5,990	\$5,990	\$5,990	\$17,970
Total	\$305,081	\$310,668	\$310,668	\$926,417

Annual allocations do not rollover to future years if unspent

Expenses will be reimbursed monthly by services category based on each service standard of care outlined in the Palm Beach County Ryan White HIV/AIDS Program Manual. The backup documentation – copies of paid receipts, copies of checks, invoices, CPT/CDT codes, service records, or any other applicable documents acceptable to the Palm Beach County Department of Community Services may be requested at a desk audit and/or on-site monitoring on a periodic basis.

EXHIBIT G1

SUBAWARD

SUBAWARD		
(i)	Sub-recipient Name	Legal Aid Society of Palm Beach County, Inc.
(ii)	Sub-recipient Unique Entity Identifier:	59-604994
(iii)	Federal Award Identification Number (FAIN):	H8900034
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	07/29/2025
(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:	\$310,668.00
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$310,668.00
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$310,668.00
(ix)	Federal Award Project Description:	HIV Emergency Relief Project Grants
(x)	Name of Federal Awarding Agency:	US Department of Health & Human Services
	Name of Pass-Through Entity:	Palm Beach County Board of Commissioners
	Contact Information for Federal Awarding Official:	Marie E Mehaffey MMehaffey@hrsa.gov (301) 945-3934
	Contact Information for Palm Beach County Authorizing Official:	Sara Baxter SBaxter@pbc.gov 561-355-2206
	Contact Information for Palm Beach County Project Director:	Dr. Casey Messer cmesser@pbc.gov (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

EXHIBIT K1

Section IV: Core Medical Services Guidelines

Ch 1. Local- AIDS Pharmaceutical Assistance Program (LPAP)

Purpose

To establish service standards for Subrecipients providing Local AIDS Pharmaceutical Assistance Program services through PBC RW Part A/MAI.

Policy

Description:

The Local Pharmaceutical Assistance Program (LPAP) is a supplemental means of providing ongoing medication assistance when Florida RWHAP ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

Subrecipients 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
- Participate in the QMEC committee when reviewing LPAP formulary needs
- Utilize the drug formulary that is approved by the QMEC Committee (Service Delivery Standards)
- Establish and maintain a drug distribution system
- Screening for alternative medication payer sources, including but not limited to Patient Assistance Programs (PAP), rebate/discount programs, Health Care District, and Florida RWHAP ADAP prior to dispensing.
- Implementation in accordance with requirements of the HRSA 340B Drug Pricing Program (including the Prime Vendor Program)

Program Guidance:

LPAP funds are not to be used for emergency or short-term financial assistance. The Emergency Financial Assistance service category may assist with short-term assistance for medications. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Medications may be added to the LPAP formulary by request to the Ryan White Program Manager. LPAP formulary additions must be approved by the PBC HIV CARE Council QMEC Committee.

Procedure

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Referral documentation, including prescription by medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications](#)

Caps/Limitations

Medications dispensed must not be included on the ADAP formulary

EXHIBIT K1

National Monitoring Standards

Local AIDS Pharmaceutical Assistance Program	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has:</p> <ul style="list-style-type: none"> • A client enrollment and eligibility process that includes screening for ADAP and LPAP eligibility consistent with guidance put forth in HRSA HAB PCN 21-02. • Uniform benefits for all enrolled clients throughout the EMA or TGA. • An LPAP advisory board. • Compliance with the RWHAP requirement of payor of last resort. • A recordkeeping system for distributed medications. • A drug distribution system that includes a drug formulary approved by the local advisory committee/board. <p>) Documentation that the LPAP is not dispensing medications:</p> <ul style="list-style-type: none"> • As a result or component of a primary medical visit. • As a single occurrence of short duration (an emergency). • While awaiting ADAP eligibility determination. • By vouchers to clients on a single occurrence. <p>c) Documentation that the LPAP is:</p> <ul style="list-style-type: none"> • Consistent with the most current HHS Clinical Practice Guidelines for the Use of Antiretroviral Agents in HIV-1-Infected Adults and Adolescents. • Coordinated with the state's ADAP. • Implemented in accordance with requirements of the 340B Drug Pricing Program, Prime Vendor Program, and/or Alternative Methods Project. 	<ul style="list-style-type: none">) Provide to the Part A recipient, on request, documentation that the LPAP meets HRSA HAB requirements.) Maintain documentation, and make available to the recipient upon request proof of client LPAP eligibility that includes HIV status, residency, medical necessity, and low-income status, as defined by the EMA/TGA, based on a specified percentage of the FPL.) Provide reports to the recipient on the number of individuals served and the medications provided.

PBC RWHAP Local Monitoring Standards

- Dispensing of a medication to a client on an ongoing basis, requiring more than a thirty (30) day supply during any 12-month period.
- A client must apply, and be denied access to the medication from all other medication assistance programs for which the client may be eligible (ADAP, pharmaceutical manufacturer patient assistance program, etc.).
- Medications dispensed must not be included on the ADAP formulary. Clients needing emergency access to medications included on the ADAP formulary shall utilize Emergency Financial Services.
- 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.
- Any ongoing 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. medication is included on the ADAP formulary).

*Florida Medicaid PDL https://ahca.myflorida.com/medicaid/Prescribed_Drug/pharm_thera/fmpdl.shtml

EXHIBIT K1

Ch 2. Early Intervention Services (EIS)

Purpose

To establish service standards for Subrecipients providing Early Intervention Services through PBC RW Part A/MAI.

Policy

Description:

The RWHAP legislation defines EIS for Parts A, B, and C. See § 2651(e) of the Public Health Service Act.

Program Guidance:

The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. Subrecipients shall include the following four components:

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

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

Client is not required to meet PBC RW Part A/MAI eligibility criteria to receive EIS services

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Early Intervention Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Part A funds are used for HIV testing only where existing federal, state, and local funds are not adequate, and RWHAP funds will supplement and not supplant existing funds for testing. • Individuals who test positive are referred and linked to healthcare and supportive services. • Health education and literacy training are provided, enabling clients to navigate the HIV system. • EIS is provided at or in coordination with documented key points of entry. • EIS is coordinated with HIV prevention efforts and programs. 	<ul style="list-style-type: none"> • Establish MOUs with key points of entry into care to facilitate access to care for those who test positive. • Document provision of all four required EIS components with Part A or other funding. • Document and report on numbers of HIV tests and positives, as well as where and when Part A-funded HIV testing occurs. • Document that HIV testing activities and methods meet the Centers for Disease Control and Prevention (CDC) and state requirements. • Document the number of referrals for healthcare and supportive services. • Document referrals from key points of entry to EIS programs. • Document training and education sessions designed to help individuals navigate and understand the HIV system of care. • Establish linkage agreements with testing sites where Part A is not funding testing but is funding referral and access to care, education, and system navigation services. • Obtain written approval from the recipient to provide EIS in points of entry not included in the original scope of work.

PBC RWHAP Local Monitoring Standards

- EIS staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.
- Documentation of the Subrecipient effort to link the client to an initial medical appointment, including lab testing and initiation of ART, within 30 days.
- Of those clients who attended their initial medical appointment: documentation of the client's attendance (or lack thereof) to a follow-up medical appointment, including completed lab tests, within no more than 90 days from initial appointment.
- Documentation of achieving viral suppression OR being referred to case management for adherence support before closing to EIS services.

EXHIBIT K1

Ch 3. Health Insurance Premium & Cost Sharing Assistance (HIPCSA)

Purpose

To establish service standards for Subrecipients providing Health Insurance Premium & Cost Sharing Assistance through PBC RW Part A/MAI.

Policy

Description:

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program.

The service provision consists of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients
- Paying cost-sharing on behalf of the client

Program Guidance:

See PCN 18-01: Clarifications Regarding the use of RWHAP Funds for Health Care Coverage Premium and Cost Sharing Assistance

Procedure

Unit of Service Description

1 unit= 1 deductible, 1 co-payment, OR 1 monthly premium

Service Specific Criteria & Required Documentation

Summary of Benefits from Coverage

Caps/Limitations

An approved plan released annually

[**Appendix J- PBC RW Part A/MAI Health Insurance Continuation Guidance**](#)

EXHIBIT K1

National Monitoring Standards

Health Insurance Premium & Cost Sharing Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> ○ Documentation of an annual cost-effectiveness analysis illustrating the greater benefit of purchasing public or private health insurance, pharmacy benefits, copays, and/or deductibles for eligible low-income clients compared to the full cost of medications and other appropriate HIV outpatient/ambulatory health services. ○ Documentation that the insurance plan purchased provides comprehensive primary care and a full range of HIV medications. ○ Documentation that the (Oral Health) insurance plan purchased provides comprehensive oral healthcare services. ○ Documentation, including a physician's written statement that the eye condition is related to HIV infection 	<ul style="list-style-type: none"> ○ Conduct an annual cost-effectiveness analysis (if not done by the recipient) that addresses the noted criteria. ○ Provide proof that where RWHAP funds cover premiums, the insurance policy provides comprehensive primary care and a formulary with a full range of HIV medications. ○ Provide proof that where RWHAP funds cover premiums, the dental insurance policy provides comprehensive oral healthcare services. ○ d) Maintain proof of low-income status. ○ Provide documentation demonstrating that funds were not used to cover costs associated with the creation, capitalization, or administration of liability risk pools or Social Security costs. ○ When funds are used to cover copays for prescription eyewear, provide a physician's written statement that the eye
<ul style="list-style-type: none"> when funds are used for copays of eyewear. ○ Assurance that any cost associated with the creation, capitalization, or administration of a liability risk pool is not being funded by RWHAP. ○ Assurance that RWHAP funds are not being used to cover costs associated with Social Security. ○ Documentation of clients' low-income status as defined by the EMA/TGA 	<ul style="list-style-type: none"> condition is related to HIV infection. ○ Have policies and procedures outlining processes for informing, educating, and enrolling people in healthcare and documenting the vigorous pursuit of those efforts. ○ Develop a system to ensure funds pay only for in-network outpatient services. ○ Coordinate with CMS, including entering into appropriate agreements, to ensure that funds are appropriately included in TrOOP or donut hole costs.

EXHIBIT K1

Ch 4. Medical Case Management Services (MCM)

Purpose

To establish service standards for Subrecipients providing Medical Case Management Services through PBC RW Part A/MAI.

Policy

Description:

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum.

Activities provided under this service category may be provided by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented activities above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Program Guidance:

Activities provided under the Medical Case Management service category have as their objective improving health care outcomes (including Treatment Adherence), whereas those provided under the Non-Medical Case Management service category have as their objective providing guidance and assistance in improving access to needed services.

Visits to ensure readiness for, and adherence to, complex HIV treatments shall be considered Medical Case Management or Outpatient/Ambulatory Health Services. Treatment Adherence services provided during a Medical Case Management visit shall be reported in the Medical Case Management service category whereas Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit shall be reported under the Outpatient/Ambulatory Health Services category.

EXHIBIT K1

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

National Monitoring Standards

Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> ○ Documentation that Subrecipients are trained professionals, either medically credentialed persons or other healthcare staff who are part of the clinical care team. ○ Documentation that the following activities are being carried out for clients as necessary: <ul style="list-style-type: none"> • Initial assessment of service needs. • Development of a comprehensive, individualized care plan. • Coordination of services required to implement the plan. • Continuous client monitoring to assess the efficacy of the plan. • Periodic re-evaluation and adaptation of the plan at least every six months during the enrollment of the client. ○ Documentation in program and client records of case management services and encounters, including: <ul style="list-style-type: none"> • Types of services provided. • Types of encounters/communication. • Duration and frequency of the encounters. ○ Documentation in client records of services provided, such as: <ul style="list-style-type: none"> • Client-centered services that link clients with healthcare, psychosocial, and other services and assist them in accessing other public and private programs for which they may be eligible. • Coordination and follow up of medical treatments. • Ongoing assessment of the client's and other key family members' needs and personal support systems. • Treatment adherence counseling. • Client-specific advocacy. 	<ul style="list-style-type: none"> ○ Provide written assurances and maintain documentation showing that medical case management services are provided by trained professionals who are either medically credentialed or trained healthcare staff and operate as part of the clinical care team. ○ Maintain client records that include the required elements for compliance with contractual and RWHAP programmatic requirements, including required case management activities, such as services and activities, the type of contact, and the duration and frequency of the encounter.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 5. Mental Health Services (MHS)

Purpose

To establish service standards for Subrecipients providing Mental Health Services through PBC RW Part A/MAI.

Policy

Description:

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

Program Guidance:

Mental Health Services are allowable only for PWH who are eligible to receive PBC RW Part A/MAI services.

Procedure

Unit of Service Description

1 unit=1 hour of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Mental Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>) Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state.</p> <p>) Documentation of the existence of a detailed treatment plan for each eligible client that includes:</p> <ul style="list-style-type: none"> • The diagnosed mental illness or condition. • The treatment modality (group or individual). • Start date for mental health services. • Recommended number of sessions. • Date for reassessment. • Projected treatment end date. • Any recommendations for follow up. • The signature of the mental health professional rendering service. <p>c) Documentation of service provided to ensure that:</p> <ul style="list-style-type: none"> • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan. 	<p>) Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals.</p> <p>b) Maintain client records that include:</p> <ul style="list-style-type: none"> • A detailed treatment plan for each eligible client that includes the required components and signature. • Documentation of services provided, dates, and consistency with RWHAP requirements and with individual client treatment plans.

PBC RWHAP Local Monitoring Standards

<p>Psychological Assessment:</p> <ul style="list-style-type: none"> • Clients receiving assessment have documentation of a referral in Provide. • Assessments include: <ul style="list-style-type: none"> • Relevant history • Current functioning • Assessment of medical/psychological/ social needs • Mental status • Diagnostic impression based upon DSM IVTR criteria Axis I through IV • Clients have initial screening within 10 business days of referral. If not completed within 10 days, documented attempts must be evident. • Clients that present with imminent risk to self or others have immediate crisis intervention. • Clients receive assessment of cultural/language preferences. <p>(eliminated Intimal Treatment Plan as it's required under HRSA NMS)</p> <p>Progress in Treatment Plan:</p> <ul style="list-style-type: none"> • Client Records document progress towards meeting goals or variance explained. • Desired outcomes should be achieved in accordance with treatment plan. • Client treatment plans are updated (at a minimum) every 12 sessions or every 6 months, whichever occurs first, and/or at discharge. • Progress reports shared with case management agency for clients who have provided consent.
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EXHIBIT K1

Ch 6. Oral Health Care (OHC)

Purpose

To establish service standards for Subrecipients providing Oral Health Care through PBC RW Part A/MAI.

Policy

Description:

Oral Health Care activities include outpatient diagnosis, prevention, and therapy provided by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

Program Guidance:

Oral Health Care shall be provided based on the following priorities:

- Elimination of infection, preservation of dentition and restoration of functioning
- Elimination of presenting symptoms, including control of pain and suffering
- Prevention of oral and/or systemic disease where the oral cavity serves as an entry point

Procedure

Subrecipient shall adhere to the American Dental Association Dental Practice Parameters.

Unit of Service Description

1 unit=1 CDT Code

Reimbursement is based on Florida Medicaid Dental General Fee Schedule

Service Specific Criteria & Required Documentation

None

Caps/Limitations

Maximum of 24 visits per client annually

EXHIBIT K1

National Monitoring Standards

Oral Health Care	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Oral healthcare services, which meet current dental care guidelines, are provided by dental professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants. • Oral healthcare professionals providing services have appropriate and valid licensure and certification based on state and local laws. • Clinical decisions are supported by the American Dental Association Dental Practice Parameters. • An oral healthcare treatment plan is developed for each eligible client and signed by the oral health professional rendering the services. • Services fall within specified service caps, expressed by dollar amount, type of procedure, the limitations on the number of procedures, or a combination of any of the above, as determined by the Planning Council or recipient under RWHAP Part A. 	<p>○ Maintain a dental record for each client that is signed by the licensed provider and includes a treatment plan, services provided, and any referrals made.</p> <p>○ Maintain and provide to the recipient on request, copies of professional licensure and certification.</p>

PBC RWHAP Local Monitoring Standards

- Review Medical/Dental history at least annually
- Clients receive oral hygiene education as part of the routine visit and self-management of infections and lesions when necessary
- Documentation of current medications, CD4 and Viral Loads at time of visit.
- Treatment of oral opportunistic infection is coordinated with the client's medical provider

EXHIBIT K1

Ch 7. Outpatient/Ambulatory Health Services (OAHS)

Purpose

To establish service standards for Subrecipients providing Outpatient/Ambulatory Health Services through PBC RW Part A/MAI.

Policy

Description:

Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.

Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Vaccinations/Immunizations
- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology

Program Guidance:

Provision of Outpatient/Ambulatory Health Services must be adherent to HHS Clinical Guidelines for the Treatment of HIV/AIDS <https://clinicalinfo.hiv.gov/en/guidelines>

Treatment adherence activities provided during an Outpatient/Ambulatory Health Service visit are considered Outpatient/Ambulatory Health Services, whereas treatment adherence activities provided during a Medical Case Management visit are considered Medical Case Management services.

Non-HIV related visits to urgent care facilities are not allowable costs within the Outpatient/Ambulatory Health Services Category.

Emergency room visits are not allowable costs within the Outpatient/Ambulatory Health Services Category.

The HIV CARE Council has allocated funding to the OAHS subcategories of OAHS-Primary Care, Laboratory/Diagnostic and Specialty Medical Care. Each of the three subcategories are addressed below separately.

EXHIBIT K1

Procedure for OAHS-Primary Care

Unit of Service Description

1 unit=1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI) Service Specific Eligibility Criteria & Required Documentation None

Caps/Limitations

No caps. No limitations.

Procedure for Laboratory/Diagnostic Testing

Unit of Service Description

1 unit=1 lab test

Reimbursement is based on Medicare Clinical Diagnostic Laboratory Fee Schedule

Service Specific Eligibility Criteria & Required Documentation

None

Caps/Limitations

No caps. No Limitations.

Procedure for Specialty Medical Care

Unit of Service Description

1 unit= 1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI)

Service Specific Eligibility Criteria & Required Documentation

Specialty Care Medical Referral Form signed by Primary Care Provider

Caps/Limitations

Unallowable expenses for Specialty Medical Care include services for cosmetic purposes only, corrective lenses, or any service provided that does not follow Specialty Medical Care service procedures.

Allowable Specialty Medical Care services are included on the *Palm Beach County Ryan White Program Allowable Medical Conditions List for Specialty Medical Referrals* form.

Appendix K- PBC RW Part A/MAI Specialty Medical Care Allowable Conditions and Referral

EXHIBIT K1

National Monitoring Standards

Outpatient/Ambulatory Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of the following:</p> <ul style="list-style-type: none"> • Care is provided by a healthcare provider, certified in their jurisdictions to prescribe medications, in an outpatient setting, such as clinics, medical offices, or mobile vans. • Only allowable services are provided to eligible people with HIV. • Services are provided as part of the treatment of HIV infection. • Specialty medical care relates to HIV infection and/or conditions arising from the use of HIV medications resulting in side effects. • Services are consistent with HHS Clinical Guidelines for the Treatment of HIV. • Services are not being provided in an emergency room, hospital, or any other type of inpatient treatment setting. <p>b) Documentation that diagnostic and laboratory tests are:</p> <ul style="list-style-type: none"> • Integral to the treatment of HIV and related complications, necessary based on established clinical practice, and ordered by a registered, certified, licensed provider. • Consistent with medical and laboratory standards. • Approved by the FDA and/or certified under the Clinical Laboratory Improvement Amendments (CLIA) Program. 	<ul style="list-style-type: none">) Ensure that client medical records document services provided, the dates and frequency of services provided, and that services are for the treatment of HIV.) Include clinical notes signed by the licensed service provider in patient records.) Maintain professional certifications and licensure documents, and make them available to the recipient upon request. d) For diagnostic and laboratory tests: <ul style="list-style-type: none"> • Document and include in client medical records when appropriate, and make available to the recipient upon request: <ul style="list-style-type: none"> - The number of diagnostic and laboratory tests performed. - The certification, licenses, or FDA approval of the laboratory from which tests were ordered. - The credentials of the individuals ordering the tests.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Maintain written agreements/contracts with Specialty Medical Care Providers • Ensure Specialty Medical Care service providers are credentialed by Medicaid and/or Medicare. • Ensure Specialty Medical Care service providers have entered into a participation agreement under the Medicaid State plan and be qualified to receive payments under such plan, or have received a waiver from this requirement. • Release encumbered services if services are not initiated within 90 days of Specialty Medical Care approval. • Ensure Specialty Medical Care service reports are received by the PCP prior to Specialty Medical Care service invoice being paid.

EXHIBIT K1

Section V: Support Services Guidelines

Ch 1. Emergency Financial Assistance (EFA)

Purpose

To establish service standards for Subrecipients providing Emergency Financial Assistance through PBC RW Part A/MAI.

Policy

Description:

Emergency Financial Assistance (EFA) provides limited one-time or short-term payments to assist the PBC RW Part A/MAI client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, and medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.

Program Guidance:

The Emergency Financial Assistance service category may assist with short-term assistance for medications. LPAP funds are not to be used for emergency or short-term financial assistance. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Direct cash payments to clients are not permitted.

Continuous provision of an allowable service to a client shall not be funded through emergency financial assistance.

Procedure

Subcategory A: Essential utilities, housing, food, transportation, etc.

Unit of Service Description

1 unit=1 emergency assistance

Service Specific Criteria & Required Documentation

Documented need for assistance based on income/expense ratio (Financial Assessment)

Caps/Limitations

Up to 4 accesses per grant year for no more than a combined total of \$1,000, and/or housing assistance as one access per 12 month period to equal 1 month of rent and/or one security deposit.

Subcategory B: Medication

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Prescription from a medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[**Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications**](#)

EXHIBIT K1

Caps/Limitations

Dispensing of one (1) emergency medication not exceeding a thirty (30) day supply to a client during any 12-month period.

PBC RWHAP Local Monitoring Standards

- 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, 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/fmpdl.shtml

National Monitoring Standards

EXHIBIT K1

National Monitoring Standards

Emergency Financial Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of services and payments to verify that:</p> <ul style="list-style-type: none"> • EFA to individual clients is provided with limited frequency and for limited periods of time, with frequency and duration of assistance specified by the recipient. • Assistance is provided only for the following essential services: utilities, housing, food (including groceries and food vouchers), transportation, and medication. • Payments are made either through a voucher program or short-term payments to the service entity, with no direct payments to clients. • Emergency funds are allocated, tracked, and reported by type of assistance. • RWHAP is the payor of last resort. 	<p>a) Maintain client records that document for each client:</p> <ul style="list-style-type: none"> • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA. <p>b) Maintain and make available to the recipient program documentation of assistance provided, including:</p> <ul style="list-style-type: none"> • Number of clients and amount expended for each type of EFA. • Summary of the number of EFA services received by the client. • Methods used to provide EFA (e.g., payments to agencies, vouchers). <p>c) Provide assurance to the recipient that all EFA:</p> <ul style="list-style-type: none"> • Was for allowable types of assistance. • Was used only in cases where RWHAP was the payor of last resort. • Met recipient-specified limitations on amount, frequency, and duration of assistance to an individual client. • Was provided through allowable payment methods.

EXHIBIT K1

Ch 2. Food Bank/Home Delivered Meals (FBHDM)

Purpose

To establish service standards for Subrecipients providing Food Bank/Home Delivered Meals through PBC RW Part A/MAI.

Policy

Description:

Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Program Guidance:

Unallowable costs include household appliances, pet foods, and other non-essential products.

Procedure

Subcategory A: Food Bank

Unit of Service Description

1 unit=1 voucher or 1 food box

Service Specific Criteria & Required Documentation

Must apply for and maintain enrollment in Food Stamps, when eligible

Caps/Limitations

At or below 200% FPL; with 0-150% FPL receiving up to \$75 per client per month and 151-200% FPL receiving up to \$50 per client per month

Subcategory B: Nutritional Supplements

Unit of Service Description

1 unit=1 prescription

Service Specific Criteria & Required Documentation

Requires a prescription from a medical provider

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Food Bank/Home Delivered Meals	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Services supported are limited to food banks, home-delivered meals, and/or food voucher programs. • Types of non-food items provided are allowable. • If water filtration/purification systems are provided, the community has water purity issues. <p>b) Assurance of:</p> <ul style="list-style-type: none"> • Compliance with federal, state, and local regulations, including any required licensure or certification for the provision of food banks and/or home-delivered meals. • Use of funds only for allowable essential non-food items. • Monitoring of providers to document actual services provided, client eligibility, number of clients served, and level of services to these clients. 	<p>) Maintain and make available to the recipient documentation of:</p> <ul style="list-style-type: none"> • Services provided by type of service, number of clients served, and levels of service. • The amount and use of funds for the purchase of non-food items, including the use of funds only for allowable non-food items. • Compliance with all federal, state, and local laws regarding the provision of food banks, home-delivered meals, and food voucher programs, including any required licensure and/or certifications. <p>) Provide assurance that RWHAP funds were used only for allowable purposes and RWHAP was the payor of last resort.</p>

EXHIBIT K1

Ch 4. Legal Services (LS) - Other Professional Services

Purpose

To establish service standards for Subrecipients providing Legal Services through PBC RW Part A/MAI.

Policy

Description:

Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. Such services may include:

- Legal services provided to and/or on behalf of the PBC RW Part A/MAI -eligible PWH and involving legal matters related to or arising from their HIV, including:
 - Assistance with public benefits such as Social Security Disability Insurance (SSDI)
 - Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under PBC RW Part A/MAI
 - Preparation of healthcare power of attorney, durable powers of attorney, and living wills
- Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:
 - Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
 - Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption
- Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits.

Program Guidance:

Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under PBC RW Part A/MAI.

See 2 CFR 200.459

Procedure

Unit of Service Description

1 unit=1 hour of service

Reimbursement is based on \$90 per billable hour of legal services

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Legal Services (Other Professional Services)	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that funds are used only for allowable professional services, such as:</p> <ul style="list-style-type: none"> • Legal Services. • Permanency Planning. • Income Tax Preparation. <p>b) Assurance that program activities do not include any criminal defense or class action suits unrelated to access to services eligible for funding under the RWHAP.</p>	<p>a) Document and make available to the recipient upon request, services provided, including specific types of professional services provided.</p> <p>b) Provide assurance that:</p> <ul style="list-style-type: none"> • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. <p>c) Document in each client file:</p> <ul style="list-style-type: none"> • Client eligibility. • A description of how professional services are necessitated by the individual's HIV status. • Types of services provided. • Hours spent in the provision of such services.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Competent provision of legal services to HIV/AIDS community and dependents. • Show evidence of State of Florida license to practice law (as applicable). • Training of paralegals and other support staff occurs for programmatic staff (those working with HIV/AIDS population). • Minimum training requirement (HIV 101 for support staff, HIV 104 for attorneys and paralegals). • Procedures in place to route calls/referrals to available staff, with reasonable response time to telephone inquiries/referrals. • Grievance procedures in place when client feels calls are not returned in a timely manner. • Records display intake documentation and outcome or resolution of presenting issue. • Notification of progress and outcome for resolution is provided to referring agency, if applicable. • Clients or caretakers receive disposition or resolution of legal issue.

EXHIBIT K1

Ch 5. Medical Transportation Services (MTS)

Purpose

To establish service standards for Subrecipients providing Medical Transportation Services through PBC RW Part A/MAI.

Policy

Description:

Medical Transportation is the provision of non-emergency transportation services that enables an eligible client to access or be retained in core medical and support services.

Program Guidance:

Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but shall not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

Procedure

Unit of Service Description

1 unit=1 trip/voucher

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Medical Transportation	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services.</p> <p>b) Documentation that services are provided through one of the following methods:</p> <ul style="list-style-type: none"> • A contract or some other local procurement mechanism with a provider of transportation services. • A voucher or token system that allows for tracking the distribution of vouchers or tokens. • A system of mileage reimbursement that does not exceed the federal per mile reimbursement rates. • A system of volunteer drivers, where insurance and other liability issues are addressed. • Purchase or lease of organizational vehicles for client transportation, with prior approval from HRSA HAB for the purchase. 	<p>a) Maintain program files that document:</p> <ul style="list-style-type: none"> • The level of services/number of trips provided. • The reason for each trip and its relation to accessing health and support services. • Trip origin and destination. • Client eligibility. • The cost per trip. • The method used to meet the transportation need. <p>b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation:</p> <ul style="list-style-type: none"> • Reimbursement methods that do not involve cash payments to service recipients. • Mileage reimbursement that does not exceed the federal reimbursement rate. • Use of volunteer drivers that appropriately addresses insurance and other liability issues. <p>c) Collection and maintenance of data documenting that funds are used only for transportation designed to help eligible individuals remain in medical care by enabling them to access medical and support services.</p> <p>d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).</p>

EXHIBIT K1

Ch 6. Non-Medical Case Management Services (NMCM)

Purpose

To establish service standards for Subrecipients providing Non-Medical Case Management services through PBC RW Part A/MAI.

Policy

Description:

Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate by the PBC RW Part A/MAI recipient.

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems

Program Guidance:

Non-Medical Case Management services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes (including Treatment Adherence).

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Non-Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • The scope of activity includes guidance and assistance to clients in obtaining medical, social, community, legal, financial, and other needed services. • Where benefits/entitlement counseling and referral services are provided, they assist clients in obtaining access to both public and private programs, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturers' Patient Assistance Programs, and other state or local healthcare and supportive services. • Services cover all types of encounters and communications (e.g., face-to-face, telephone contact, etc.). <p>b) Where transitional case management for justice-involved persons is provided, assurance that such services are provided either as part of discharge planning or for individuals who are in the correctional system for a brief period.</p>	<p>a) Maintain client records that include the required elements, as detailed by the recipient, including:</p> <ul style="list-style-type: none"> • Date of encounter. • Type of encounter. • Duration of encounter. • Key activities, including benefits/entitlement counseling and referral services.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 7. Psychosocial Support Services (PSS)

Purpose

To establish service standards for Subrecipients providing Psychosocial Support Services through PBC RW Part A/MAI

Policy

Description:

Psychosocial Support Services provide group or individual support and counseling services to assist eligible people with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (see Medical Nutrition Therapy Services)
- Pastoral care/counseling services

Program Guidance:

Funds under this service category may not be used to provide nutritional supplements (See Food Bank/Home Delivered Meals).

RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliation.

Funds may not be used for social/recreational activities or to pay for a client's gym membership.

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Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1**National Monitoring Standards**

Psychosocial Support Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support)</p> <ul style="list-style-type: none"> • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. <p>b) Documentation that psychosocial support services meet all stated requirements:</p> <ul style="list-style-type: none"> • Counseling is provided by a licensed or accredited provider wherever such licensure or accreditation is either required or available. • Pastoral counseling is available to all individuals eligible to receive RWHAP services, regardless of their religious denominational affiliation. • Assurance that no funds under this service category are used for the provision of nutritional supplements, social/recreational activities, or gym memberships. 	<p>a) Document the provision of psychosocial support services, including:</p> <ul style="list-style-type: none"> • Types and level of activities provided. • Client eligibility determination. <p>b) Maintain documentation demonstrating that:</p> <ul style="list-style-type: none"> • Funds are used only for allowable services. • No funds are used for the provision of nutritional supplements. • Any pastoral care/counseling services are available to all clients regardless of their religious denominational affiliation

EXHIBIT O1

Ryan White HIV/AIDS Program Funded Agency's Programmatic Requirements

Failure to comply with these requirements, or to provide this 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 (DEPARTMENT) to monitor AGENCY to assure that its goals and objectives, as outlined in the Implementation Plan, **EXHIBIT A1**, 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 RWHAP 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 RWHAP eligibility every twelve (12) months, including screening for other public or private payor sources.
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 Ryan White HIV/AIDS Treatment Extension Act of 2009 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. RWHAP 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.

EXHIBIT O1

10. AGENCY must comply with Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP services must have documentation of eligibility, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Palm Beach County RWHAP manual;
- b. If the AGENCY receiving RWHAP funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving RWHAP services must conform to statutory limitations;
- c. 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;
- d. The AGENCY must comply with Palm Beach County's Minimum Eligibility Criteria for HIV/AIDS Services, as approved by the HIV CARE Council;
- e. The AGENCY must comply with the Palm Beach County RWHAP Service Standards of Care, as adopted by the HIV CARE Council; and
- f. The AGENCY must establish and maintain a Quality Management program to plan, assess, and improve health outcomes through implementation of quality improvement processes. AGENCY must have at least 1 quality improvement project in-process at any time during the Agreement period. AGENCY must also participate in System of Care-level Quality Management activities initiated by the DEPARTMENT and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services delivered through Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP service standards.
 3. Aggregate performance metrics by quarter in the GY for each service category provided by the AGENCY as established by the HIV CARE Council and the DEPARTMENT. Performance metrics shall be reported to the DEPARTMENT quarterly.
 4. Other data requested by the DEPARTMENT as part of system-wide quality improvement projects.

EXHIBIT O1

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' RWHAP 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. The COUNTY has a requirement to ensure that at least 75% of RWHAP direct service funds are expended in Core Medical Services. Legislative authority for RWHAP service category priority-setting and resource allocation lies solely with the Palm Beach County HIV CARE Council, whose decisions may require changes in the Agreement. The COUNTY will monitor the expenditure of funds throughout the Agreement year to insure that the COUNTY is meeting federal requirements. The AGENCY agrees and understands that Support Services funding may be reduced in order to meet federal requirements. The AGENCY MUST notify COUNTY of its under spending in Core Medical Services in writing by the 15th of each month following a month when AGENCY has under spent Core Medical Services based on the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided. AGENCY'S failure to spend Core Medical Services funding may result in withholding Support Services reimbursements or redistributing funding to other agencies.
13. AGENCY must not expend RWHAP 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.
14. 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 RWHAP funds separately.
15. AGENCY must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
16. AGENCY agrees to share data within the RWHAP client database, per the signed authorization provided by clients, on an as needed basis with current or future HIV Coordinated Service Network providers.
17. 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.
18. AGENCY must comply with the Health Resources Services Administration (HRSA) National Monitoring Standards. The standards are subject to change periodically.
19. Funds provided to AGENCY, pursuant to this Agreement, shall not be used to do any of the following:

EXHIBIT O1

- a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
 1. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
 2. By an entity that provides health services on a prepaid basis.
- b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.

20. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with RWHAP funds.
21. AGENCY must have policies in place to monitor any subcontractor providing services on behalf of the AGENCY that is paid with RWHAP 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. When applicable, subcontractors must agree to accept fee schedules established by the RWHAP as payment for services rendered.
22. Administrative costs, inclusive of direct and indirect costs, shall not exceed 10% of the contracted amount of this Agreement, as per RWHAP grant guidelines.
 - a. AGENCY is permitted to apply a 10% de Minimis indirect cost rate on a base of modified total direct costs, per 2 CFR 200.501.

23 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 RWHAP clients or any other AGENCY clients. All of the incidents require that immediate action is taken to protect RWHAP 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 RWHAP 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 RWHAP minor clients or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect RWHAP 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.

EXHIBIT O1

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 RWHAP-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.

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, Lab 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:

EXHIBIT O1



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 2 CFR 200 and 2 CFR 300 .

EXHIBIT O1

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 RWHAP 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 RWHAP 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 RWHAP 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 RWHAP 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, quality management, and fiscal designees, to attend all RWHAP Subrecipient providers' meetings.
32. AGENCY agrees to have in place a grievance process by which client complaints against the AGENCY with respect to RWHAP -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 race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information. AGENCY shall notify current clients and all other individuals presenting for services provided through RWHAP 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. Refer to:

EXHIBIT O1

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

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.

37. AGENCY agrees to participate in site visits/programmatic reviews conducted by the COUNTY. AGENCY agrees to ensure that programmatic and fiscal designees and other appropriate staff, as requested by the COUNTY, are in attendance at all site visits and that all requested documentation is provided on or before Day 1 (one) of monitoring , including descriptions of accounts payable systems and policies. AGENCY must provide access to appropriate and applicable files, policy manuals, records, staff members, etc., as requested by the COUNTY. Failure by the AGENCY to adhere to these requirements will result in a Contractual Finding cited in the monitoring report. The Fiscal Monitoring template is included in the Palm Beach County RWHAP Program Manual for reference. Unannounced site visits may also be conducted by the COUNTY when the COUNTY deems appropriate.
38. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the work conducted under this Agreement, its conduct results, or data gathered or processed should be released by AGENCY without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to AGENCY. Should any such information be released by COUNTY or by AGENCY with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

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 2 CFR 200.205 and 2 CFR 300.305. 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 Ryan White-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.

EXHIBIT O1

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.

39. AGENCY must apply a reasonable allocation methodology for the attribution of costs and program income generated by the Ryan White-eligible client that received the service and be able to document the methodology used. AGENCY must expend funds available from program income an allowable expenses before requesting additional cash payment reimbursements for services provided under the terms of this agreement.
40. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:
 - PCN 15-03 Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income
 - 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 Ryan White HIV/AIDS Program (RWHAP) grant resources.
 - PCN 16-02 Eligible Individuals & Allowable Uses of Funds for Discretely Defined Categories of Services regarding eligible individuals and the description of allowable service categories for Ryan White HIV/AIDS Program and program guidance for implementation.
 - PCN 15-02 RWHAP expectations for clinical quality management (CQM) programs.
 - PCN 16-01 RWHAP recipients may not deny the delivery of RWHAP services, including prescription drugs, to a veteran who is eligible to receive RWHAP services. RWHAP recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive RWHAP services.
41. AGENCY must have a system in place to document time and effort for direct program staff supported by RWHAP funds and must submit a written time and effort reporting policy to the COUNTY. The policy must adhere to 2 CFR 200.430. Time and effort reporting will be monitored periodically by the COUNTY.
42. AGENCY must ensure it tracks expenditure data through this award for services provided for women, infants, children and youth (WICY) living with HIV/AIDS. Expenditure data for each grant period (March 1-February 28) must be tracked separately for each WICY priority population, and reported annually to Recipient no later than April 30.
43. 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.

EXHIBIT O1

44. 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.
45. AGENCY must comply with information contained in EXHIBIT G (Subaward Data).
46. 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
47. 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.
48. 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)
49. 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.
50. AGENCY will be provided a budget amount included in the total agreement amount stated in ARTICLE 5 above, for purposes of supporting a Continuous Quality Management (CQM) Program. Recipient's Quality Management Program must approve proposed CQM plan prior to Agency initiating work. If approved, the CQM program will have its own budget line. Reimbursements for this category will be submitted in the same manner as all other categories.
51. AGENCY may request advanced payment for services rendered in accordance to agreement terms. Department of Health Resources & Services Administration (HRSA) guidelines, and the Ryan White Part A Agency Reimbursement Policy. The County shall pay to the AGENCY, as an advance payment 1/12 of their eligible contracted service category budget as approved by Palm Beach County for eligible services to be provided.
52. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
53. 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

EXHIBIT O1

training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

- A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
- A tracking component so that AGENCY or the COUNTY can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

EXHIBIT Q

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Legal Aid Society of Palm Beach County (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

and correct.

(Signature of Officer or Representative)

Robert A. Bertisch, Executive Director

(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 15 day of December, 2025 by Robert Bortz

Personally known OR produced identification

Type of identification produced.....

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



(Notary Seal)

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 719708

Entity Name: LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.**Current Principal Place of Business:**

423 FERN STREET
SUITE 200
WEST PALM BEACH, FL 33401

Current Mailing Address:

423 FERN STREET
SUITE 200
WEST PALM BEACH, FL 33401 US

FEI Number: 59-6046994**Certificate of Status Desired: Yes****Name and Address of Current Registered Agent:**

BERTISCH, ROBERT A
423 FERN STREET
SUITE 200
WEST PALM BEACH, FL 33401 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	TREASURER	Title	PRESIDENT
Name	BEER, JERALD S ESQ.	Name	ROCHEFORT, LAWRENCE ESQ.
Address	423 FERN STREET, SUITE 200 C/O LEGAL AID SOCIETY OF PALM BEACH COUNTY	Address	777 SOUTH FLAGLER DRIVE SUITE 1100 WEST TOWER
City-State-Zip:	WEST PALM BEACH FL 33401	City-State-Zip:	WEST PALM BEACH FL 33401
Title	IMMEDIATE PAST PRESIDENT	Title	BOARD MEMBER
Name	SUSKAUER, MICHELLE ESQ.	Name	BROWN, CARLA THARP
Address	515 N FLAGLER DRIVE STE P300	Address	1507 BELVEDERE ROAD
City-State-Zip:	WEST PALM BEACH FL 33401	City-State-Zip:	WEST PALM BEACH FL 33406
Title	EXECUTIVE DIRECTOR	Title	BOARD MEMBER
Name	BERTISCH, ROBERT A ESQ.	Name	ADAMS, LESLIE ARTSIS
Address	423 FERN STREET SUITE 200	Address	777 S. FLAGLER DRIVE, SUITE 900
City-State-Zip:	WEST PALM BEACH FL 33401	City-State-Zip:	WEST PALM BEACH FL 33401
Title	BOARD MEMBER	Title	BOARD MEMBER
Name	BENRUBI, RICHARD ESQ.	Name	BRESKY, ROBIN ESQ.
Address	1401 FORUM WAY, SUITE 600	Address	2424 N FEDERAL HWY STE 456
City-State-Zip:	WEST PALM BEACH FL 33401	City-State-Zip:	BOCA RATON FL 33431

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT A. BERTISCH**EXECUTIVE DIRECTOR**

01/03/2025

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: PHONE (A/C, No. Ext): 703-739-2470	FAX (A/C, No): 703-739-0761
Acrisure Mid-Atlantic XS Program Insurance Agency, LLC Acrisure Mid-Atlantic XS Program P.O. Box 25287 New York NY 10087-5287		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Lloyd's Syndicate 5886 - Blenheim	
INSURED		NAIC #	
Legal Aid Society Of Palm Beach County, Inc. 423 Fern Street Suite 200 West Palm Beach FL 33401		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 652636749

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	OTHER:					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PERSONAL & ADV INJURY	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					GENERAL AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$					PRODUCTS - COMP/OP AGG	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				COMBINED SINGLE LIMIT (Ea accident)	\$
A	Professional Liability Management Liability		2434171210	5/1/2025	5/1/2026	PER STATUTE	OTHE- R
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

Policy 2434171210 provides both Professional Liability and Management Liability coverages.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds with respect to the operations of the named insured. Claims made policy with no retroactive date, full prior acts coverage.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County board of County Commissioners Department of Community Services 810 Datura Street West Palm Beach FL 33401 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Laurie S. Tolman</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<p>John Sena Agency, Inc 6501 Congress Avenue, Suite 100 Boca Raton, FL 33487</p>		<p>CONTACT NAME: Lisa Kerestes PHONE (A/C, No. Ext): (561)391-4661 FAX (A/C, No): (561)338-6551 E-MAIL ADDRESS: lkerestes@thesenagroup.com</p>	
			INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	<p>LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC. 423 FERN STREET, STE. 200 WEST PALM BEACH, FL 33401</p>		INSURER A: CONTINENTAL CASUALTY COMPANY	
			INSURER B:	
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 00014908-0		REVISION NUMBER: 83		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	7038961608	08/28/2025	08/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7038961608	08/28/2025	08/28/2026	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PALM BEACH COUNTY IS ADDITIONAL INSURED UNDER GENERAL LIABILITY						

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Insurance Compliance PO Box 100085 - DX DULUTH, GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (LIK)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2025

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PRODUCER	Burke Bogart & Brownell 181 Crawford Blvd Boca Raton, FL 33432	CONTACT NAME:	
		PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Technology Insurance Company Inc.	42376
INSURED	Legal Aid Society of Palm Beach County, Inc. 423 Fern Street Suite 200 West Palm Beach, FL 33401	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGE

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	TWC4648761	08/28/2025	08/28/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners C/O Community Services Department 810 Datura St West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (Amendment) is made as of the ____ day of _____, 2026, 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 Compass, Inc., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 65-0052675.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WITNESSETH:

WHEREAS, on May 14, 2024, the above-named parties entered into a three-year Subrecipient Agreement (R2024-0530) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed \$3,477,525.00; and

WHEREAS, the need exists to amend the Agreement in order to: decrease the not-to exceed Agreement amount by amending **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY**; revise **ARTICLE 15 NONDISCRIMINATION**; replace **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; revise **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES**; revise **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**; add **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT**; replace **EXHIBIT A** with **EXHIBIT A1**; replace **EXHIBIT B** with **EXHIBIT B1**; replace **EXHIBIT G** with **EXHIBIT G1**; replace **EXHIBIT K WITH EXHIBIT K1**; replace **EXHIBIT O** with **EXHIBIT O1**; add **EXHIBIT Q**, all as more fully set forth herein, and

NOW, THEREFORE, the above-named parties hereby mutually agree that the Agreement entered into on May 14, 2024, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference.
- II. The first paragraph of **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** shall be replaced in its entirety with the following:

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **THREE MILLION TWO HUNDRED TWO THOUSAND, FOUR HUNDRED FIFTEEN DOLLARS AND ZERO CENTS (\$3,202,415.00) OF WHICH ONE MILLION ONE HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$1,159,175.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE MILLION TWENTY-ONE THOUSAND SIX HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$1,021,620.00) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS AGREEMENT**, subject to the availability of funds and annual budget approval by the Board of County Commissioners.

III. **ARTICLE 15 NONDISCRIMINATION** is revised to read as follows:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

The AGENCY hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86); the Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

IV. Replace the title and content of **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with:

DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

V. The first paragraph of **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES** is revised to read as follows:

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 2 C.F.R 200.317 – 2 C.F.R 200.28 Procurement Standards and 42 U.S.C. § 18116 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title.

VI. **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS** is revised to read as follows: AGENCY acknowledges that False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

VII. **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT** is added to the Agreement to read as follows:

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

VIII. **EXHIBIT A IMPLEMENTATION PLAN** is replaced in its entirety by **EXHIBIT A1-IMPLEMENTATION PLAN**, attached hereto and incorporated herein by reference.

IX. **EXHIBIT B UNITS OF SERVICE RATE AND DEFINITIONS** is replaced in its entirety by **EXHIBIT B1 UNITS OF SERVICE RATE AND DEFINITIONS** attached hereto and incorporated herein by reference.

X. **EXHIBIT G SUBAWARD** is replaced in its entirety by **EXHIBIT G1 SUBAWARD** attached hereto and incorporated herein by reference.

XI. **EXHIBIT K SERVICE CATEGORY DEFINITIONS** is replaced in its entirety by **EXHIBIT K1 SERVICE CATEGORY DEFINITIONS** attached hereto and incorporated herein by reference

XII. **EXHIBIT O AGENCY'S PROGRAMMATIC REQUIREMENTS** is replaced in its entirety by **EXHIBIT O1 AGENCY'S PROGRAMMATIC REQUIREMENTS**, attached hereto and incorporated herein by reference.

XIII. **Add EXHIBIT Q HUMAN TRAFFICKING AFFIDAVIT**, attached hereto and incorporated herein by reference

XIV. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Michael A. Caruso

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: _____
Sara Baxter, Mayor

AGENCY:
Compass, Inc.

BY: _____
Authorized Signature
Julie Seaver

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Initial 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

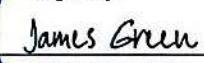
BY: _____
Signed by: 
F84BD58B0CEE433...
James Gruen
Department Director
Community Services Department

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	Compass, Inc.			
Grant Year: 2025	Service Category:	Early Intervention Services		
	Total Amount:	\$126,493		
Service Category Goal: The provision of targeted HIV testing (only when other funding for testing is unavailable), referral services to improve HIV care and treatment services at key points of entry, access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care, and outreach services and health education/risk reduction related to HIV diagnosis.				
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	
At the end of the project period, increase the number of clients linked or in HIV medical care from baseline % to target % through the provision of Early Intervention Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 minutes of service	1,174	
			14,111	
			Cost per Person	
			\$108	
			Cost per Unit	
			\$9	
Performance Measure Outcome: In Care- Linkage to Medical Care (Baseline= 1st yr; Target= 3rd year)				
Baseline (%) 96%				
Target (%) 97%				

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	Compass, Inc.			
Grant Year: 2025	Service Category:	Health Insurance Premium and Cost-Sharing Assistance		
	Total Amount:	\$355,437		
Service Category Goal: The provision of financial assistance for clients to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program.				
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	
At the end of the project period, increase the number of clients retained in HIV medical care from baseline % to target % through the provision of Health Insurance Premium Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 Deductible, 1 Co-Payment, or 1 Monthly Premium payment	81	
			493	
			Cost per Person	
			\$4,388	
			Cost per Unit	
			\$721	
Performance Measure Outcome: Retention in HIV Medical Care (Baseline= 1st yr; Target= 3rd year)				
Baseline (%) 96%				
Target (%) 97%				

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	Compass, Inc. 4924		
Grant Year: 2025	Service Category:	Medical Case Management	
	Total Amount:	\$289,498	
Service Category Goal: The provision of a range of client-centered activities focused on improving health outcomes (including treatment adherence) in support of the HIV care continuum. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).			
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition 1 unit= 15 minutes of service	Number of Persons to be Served 889 Cost per Person \$326
At the end of the project period, increase the number of clients retained in HIV medical care and virally suppressed from baseline % to target % through the provision of Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.			Number of Units to be Provided 20,234 Cost per Unit \$14
Performance Measure Outcome: HIV Viral Load Suppression (Baseline= 1st yr; Target= 3rd year)			
Baseline (%) 93% Target (%) 95%			
Retention in HIV Medical Care Baseline (%) 96% Target (%) 97%			

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	Compass, Inc.		
Grant Year: 2025	Service Category:	Mental Health Services	
	Total Amount:	\$60,334	
Service Category Goal: The provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services.			
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition 1 unit= 1 hour of service	Number of Persons to be Served 105 Cost per Person \$575
At the end of the project period, increase the number of clients retained in HIV medical care from baseline % to target % through the provision of Mental Health Services with outcomes addressing disparities that persist among populations overburdened by HIV.			Number of Units to be Provided 982 Cost per Unit \$61
Performance Measure Outcome: Retention in HIV Medical Care (Baseline= 1st yr; Target= 3rd year)			
Baseline (%) 94% Target (%) 95%			

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	Compass, Inc.				
Grant Year: 2025	Service Category:	Emergency Financial Assistance			
	Total Amount:	\$31,696			
Service Category Goal: The provision of limited, one-time, or short-term payments to assist the client with an urgent need for essential items or services necessary to improve health outcomes.					
<i>Objective: Quantifiable time limited objective related to the service listed above</i>		Service Unit Definition	Number of Persons to be Served		
At the end of the project period, increase the number of clients retained in HIV medical care from baseline % to target % through the provision of Emergency Financial Assistance with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 emergency assistance payment	31		
			Cost per Person		
			\$1,022		
		Cost per Unit			
		\$991			
Performance Measure Outcome:	Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	94%			
	Target (%)	95%			

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	Compass, Inc.				
Grant Year: 2025	Service Category:	Medical Transportation			
	Total Amount:	\$33,322			
Service Category Goal: The provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services.					
<i>Objective: Quantifiable time limited objective related to the service listed above</i>		Service Unit Definition	Number of Persons to be Served		
At the end of the project period, increase the number of clients retained in HIV medical care from baseline % to target % through the provision of Medical Transportation with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 Trip/Voucher	393		
			Cost per Person		
			\$85		
		Cost per Unit			
		\$25			
Performance Measure Outcome:	Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	94%			
	Target (%)	95%			

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	Compass, Inc.		
Grant Year: 2025	Service Category:	Non-Medical Case Management	
	Total Amount:	\$114,840	
Service Category Goal: The provision of coordination, guidance, and assistance in accessing medical, social, community, legal, financial, employment, vocational, and/or other needed services. NMCM Services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible. NMCM Services includes all types of case management encounters (e.g., face-to-face, telehealth, phone contact, and any other forms of communication).			
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served
At the end of the project period, increase the number of clients retained in HIV medical care and virally suppressed from baseline % to target % through the provision of Non-Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 minutes of service	308
			10,849
		Cost per Person	Cost per Unit
		\$373	\$11
Performance Measure Outcome: Retention in HIV Medical Care (Baseline= 1st yr; Target= 3rd year)			
Baseline (%) 92% Target (%) 95%			
HIV Viral Load Suppression Baseline (%) 88% Target (%) 90%			

EXHIBIT B1

UNITS OF SERVICE RATE AND DEFINITION
GRANT YEAR 2024 – 2026 RYAN WHITE PART A – CONTRACT

COMPASS, INC.				
Core Medical Services	GY24	GY25	GY26	Total
Early Intervention Services	\$126,493	\$126,493	\$126,493	\$379,479
Health Insurance Premium and Cost Sharing Assistance	\$579,557	\$355,437	\$355,437	\$1,290,431
Medical Case Mgt. - Including Treatment Adherence	\$229,498	\$289,498	\$289,498	\$808,494
Mental Health Services	\$60,334	\$60,334	\$60,334	\$181,002
Subtotal Core Medical Services	\$995,882	\$831,762	\$831,762	\$2,659,406
Support Services	GY24	GY25	GY26	Total
Emergency Financial Assistance	\$5,131	\$31,696	\$31,696	\$68,523
Medical Transportation	\$33,322	\$33,322	\$33,322	\$99,966
Non - Medical Case Mgt.	\$114,840	\$114,840	\$114,840	\$344,520
Subtotal Support Services	\$153,293	\$179,858	\$179,858	\$513,009
Combined Core Medical and Support Services	GY24	GY25	GY26	Total Combined
				Amount
Total	\$1,149,175	\$1,011,620	\$1,011,620	\$3,172,415
Continuous Quality Management (CQM) Program				
	\$10,000	\$10,000	\$10,000	\$30,000
Total	\$1,159,175	\$1,021,620	\$1,021,620	\$3,202,415

Annual allocations do not rollover to future years if unspent

Expenses will be reimbursed monthly by services category based on each service standard of care outlined in the Palm Beach County Ryan White HIV/AIDS Program Manual. The backup documentation – copies of paid receipts, copies of checks, invoices, CPT/CDT codes, service records, or any other applicable documents acceptable to the Palm Beach County Department of Community Services may be requested at a desk audit and/or on-site monitoring on a periodic basis.

EXHIBIT G1

SUBAWARD

(i)	Sub-recipient Name	COMPASS, INC.
(ii)	Sub-recipient Unique Entity Identifier:	65-0052657
(iii)	Federal Award Identification Number (FAIN):	H8900034
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	7/29/2025
(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:	\$1,021,620.00
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$ 1,021,620.00
(vii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$1,021,620.00
(ix)	Federal Award Project Description:	HIV Emergency Relief Project Grants
(x)	Name of Federal Awarding Agency:	US Department of Health & Human Services
	Name of Pass-Through Entity:	Palm Beach County Board of Commissioners
	Contact Information for Federal Awarding Official:	Marie E Mehaffey MMehaffey@hrsa.gov (301) 945-3934
	Contact Information for Palm Beach County Authorizing Official:	Sara Baxter SBaxter@pbc.gov 561-355-2206
	Contact Information for Palm Beach County Project Director:	Dr. Casey Messer cmesser@pbc.gov (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
(xii)	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.

EXHIBIT K1

Section IV: Core Medical Services Guidelines

Ch 1. Local- AIDS Pharmaceutical Assistance Program (LPAP)

Purpose

To establish service standards for Subrecipients providing Local AIDS Pharmaceutical Assistance Program services through PBC RW Part A/MAI.

Policy

Description:

The Local Pharmaceutical Assistance Program (LPAP) is a supplemental means of providing ongoing medication assistance when Florida RWHAP ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

Subrecipients 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
- Participate in the QMEC committee when reviewing LPAP formulary needs
- Utilize the drug formulary that is approved by the QMEC Committee (Service Delivery Standards)
- Establish and maintain a drug distribution system
- Screening for alternative medication payer sources, including but not limited to Patient Assistance Programs (PAP), rebate/discount programs, Health Care District, and Florida RWHAP ADAP prior to dispensing.
- Implementation in accordance with requirements of the HRSA 340B Drug Pricing Program (including the Prime Vendor Program)

Program Guidance:

LPAP funds are not to be used for emergency or short-term financial assistance. The Emergency Financial Assistance service category may assist with short-term assistance for medications. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Medications may be added to the LPAP formulary by request to the Ryan White Program Manager. LPAP formulary additions must be approved by the PBC HIV CARE Council QMEC Committee.

Procedure

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Referral documentation, including prescription by medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications](#)

Caps/Limitations

Medications dispensed must not be included on the ADAP formulary

EXHIBIT K1**National Monitoring Standards**

Local AIDS Pharmaceutical Assistance Program	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>a) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has:</p> <ul style="list-style-type: none"> • A client enrollment and eligibility process that includes screening for ADAP and LPAP eligibility consistent with guidance put forth in HRSA HAB PCN 21-02. • Uniform benefits for all enrolled clients throughout the EMA or TGA. • An LPAP advisory board. • Compliance with the RWHAP requirement of payor of last resort. • A recordkeeping system for distributed medications. • A drug distribution system that includes a drug formulary approved by the local advisory committee/board. <p>b) Documentation that the LPAP is not dispensing medications:</p> <ul style="list-style-type: none"> • As a result or component of a primary medical visit. • As a single occurrence of short duration (an emergency). <ul style="list-style-type: none"> • While awaiting ADAP eligibility determination. • By vouchers to clients on a single occurrence. <p>c) Documentation that the LPAP is:</p> <ul style="list-style-type: none"> • Consistent with the most current HHS Clinical Practice Guidelines for the Use of Antiretroviral Agents in HIV-1-Infected Adults and Adolescents. • Coordinated with the state's ADAP. • Implemented in accordance with requirements of the 340B Drug Pricing Program, Prime Vendor Program, and/or Alternative Methods Project. 	<ul style="list-style-type: none"> • Provide to the Part A recipient, on request, documentation that the LPAP meets HRSA HAB requirements. • Maintain documentation, and make available to the recipient upon request proof of client LPAP eligibility that includes HIV status, residency, medical necessity, and low-income status, as defined by the EMA/TGA, based on a specified percentage of the FPL. • Provide reports to the recipient on the number of individuals served and the medications provided.

PBC RWHAP Local Monitoring Standards

- Dispensing of a medication to a client on an ongoing basis, requiring more than a thirty (30) day supply during any 12-month period.
- A client must apply, and be denied access to the medication from all other medication assistance programs for which the client may be eligible (ADAP, pharmaceutical manufacturer patient assistance program, etc.).
- Medications dispensed must not be included on the ADAP formulary. Clients needing emergency access to medications included on the ADAP formulary shall utilize Emergency Financial Services.
- 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.
- Any ongoing 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. medication is included on the ADAP formulary).

*Florida Medicaid PDL https://ahca.myflorida.com/medicaid/Prescribed_Drug/pharm_thera/fmpdl.shtml

EXHIBIT K1

Ch 2. Early Intervention Services (EIS)

Purpose

To establish service standards for Subrecipients providing Early Intervention Services through PBC RW Part A/MAI.

Policy

Description:

The RWHAP legislation defines EIS for Parts A, B, and C. See § 2651(e) of the Public Health Service Act.

Program Guidance:

The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. Subrecipients shall include the following four components:

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

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

Client is not required to meet PBC RW Part A/MAI eligibility criteria to receive EIS services

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Early Intervention Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Part A funds are used for HIV testing only where existing federal, state, and local funds are not adequate, and RWHAP funds will supplement and not supplant existing funds for testing. • Individuals who test positive are referred and linked to healthcare and supportive services. • Health education and literacy training are provided, enabling clients to navigate the HIV system. • EIS is provided at or in coordination with documented key points of entry. • EIS is coordinated with HIV prevention efforts and programs. 	<ul style="list-style-type: none"> ○ Establish MOUs with key points of entry into care to facilitate access to care for those who test positive. ○ Document provision of all four required EIS components with Part A or other funding. ○ Document and report on numbers of HIV tests and positives, as well as where and when Part A-funded HIV testing occurs. ○ Document that HIV testing activities and methods meet the Centers for Disease Control and Prevention (CDC) and state requirements. ○ Document the number of referrals for healthcare and supportive services. ○ Document referrals from key points of entry to EIS programs. ○ Document training and education sessions designed to help individuals navigate and understand the HIV system of care. ○ Establish linkage agreements with testing sites where Part A is not funding testing but is funding referral and access to care, education, and system navigation services. ○ Obtain written approval from the recipient to provide EIS in points of entry not included in the original scope of work.

PBC RWHAP Local Monitoring Standards

- EIS staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.
- Documentation of the Subrecipient effort to link the client to an initial medical appointment, including lab testing and initiation of ART, within 30 days.
- Of those clients who attended their initial medical appointment: documentation of the client's attendance (or lack thereof) to a follow-up medical appointment, including completed lab tests, within no more than 90 days from initial appointment.
- Documentation of achieving viral suppression OR being referred to case management for adherence support before closing to EIS services.

EXHIBIT K1

Ch 3. Health Insurance Premium & Cost Sharing Assistance (HIPCSA)

Purpose

To establish service standards for Subrecipients providing Health Insurance Premium & Cost Sharing Assistance through PBC RW Part A/MAI.

Policy

Description:

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program.

The service provision consists of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients
- Paying cost-sharing on behalf of the client

Program Guidance:

See PCN 18-01: Clarifications Regarding the use of RWHAP Funds for Health Care Coverage Premium and Cost Sharing Assistance

Procedure

Unit of Service Description

1 unit= 1 deductible, 1 co-payment, OR 1 monthly premium

Service Specific Criteria & Required Documentation

Summary of Benefits from Coverage

Caps/Limitations

An approved plan released annually

[Appendix J- PBC RW Part A/MAI Health Insurance Continuation Guidance](#)

EXHIBIT K1

National Monitoring Standards

Health Insurance Premium & Cost Sharing Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> ○ Documentation of an annual cost-effectiveness analysis illustrating the greater benefit of purchasing public or private health insurance, pharmacy benefits, copays, and/or deductibles for eligible low-income clients compared to the full cost of medications and other appropriate HIV outpatient/ambulatory health services. ○ Documentation that the insurance plan purchased provides comprehensive primary care and a full range of HIV medications. ○ Documentation that the (Oral Health) insurance plan purchased provides comprehensive oral healthcare services. ○ Documentation, including a physician's written statement that the eye condition is related to HIV infection 	<ul style="list-style-type: none"> ○ Conduct an annual cost-effectiveness analysis (if not done by the recipient) that addresses the noted criteria. ○ Provide proof that where RWHAP funds cover premiums, the insurance policy provides comprehensive primary care and a formulary with a full range of HIV medications. ○ Provide proof that where RWHAP funds cover premiums, the dental insurance policy provides comprehensive oral healthcare services. ○ d) Maintain proof of low-income status. ○ Provide documentation demonstrating that funds were not used to cover costs associated with the creation, capitalization, or administration of liability risk pools or Social Security costs. ○ When funds are used to cover copays for prescription eyewear, provide a physician's written statement that the eye
<p>when funds are used for copays of eyewear.</p> <ul style="list-style-type: none"> ○ Assurance that any cost associated with the creation, capitalization, or administration of a liability risk pool is not being funded by RWHAP. ○ Assurance that RWHAP funds are not being used to cover costs associated with Social Security. ○ Documentation of clients' low-income status as defined by the EMA/TGA 	<p>condition is related to HIV infection.</p> <ul style="list-style-type: none"> ○ Have policies and procedures outlining processes for informing, educating, and enrolling people in healthcare and documenting the vigorous pursuit of those efforts. ○ Develop a system to ensure funds pay only for in-network outpatient services. ○ Coordinate with CMS, including entering into appropriate agreements, to ensure that funds are appropriately included in TrOOP or donut hole costs.

EXHIBIT K1

Ch 4. Medical Case Management Services (MCM)

Purpose

To establish service standards for Subrecipients providing Medical Case Management Services through PBC RW Part A/MAI.

Policy

Description:

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum.

Activities provided under this service category may be provided by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented activities above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Program Guidance:

Activities provided under the Medical Case Management service category have as their objective improving health care outcomes (including Treatment Adherence), whereas those provided under the Non-Medical Case Management service category have as their objective providing guidance and assistance in improving access to needed services.

Visits to ensure readiness for, and adherence to, complex HIV treatments shall be considered Medical Case Management or Outpatient/Ambulatory Health Services. Treatment Adherence services provided during a Medical Case Management visit shall be reported in the Medical Case Management service category whereas Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit shall be reported under the Outpatient/Ambulatory Health Services category.

EXHIBIT K1

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

National Monitoring Standards

Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> □ Documentation that Subrecipients are trained professionals, either medically credentialed persons or other healthcare staff who are part of the clinical care team. □ Documentation that the following activities are being carried out for clients as necessary: <ul style="list-style-type: none"> • Initial assessment of service needs. • Development of a comprehensive, individualized care plan. • Coordination of services required to implement the plan. • Continuous client monitoring to assess the efficacy of the plan. • Periodic re-evaluation and adaptation of the plan at least every six months during the enrollment of the client. □ Documentation in program and client records of case management services and encounters, including: <ul style="list-style-type: none"> • Types of services provided. • Types of encounters/communication. • Duration and frequency of the encounters. □ Documentation in client records of services provided, such as: <ul style="list-style-type: none"> • Client-centered services that link clients with healthcare, psychosocial, and other services and assist them in accessing other public and private programs for which they may be eligible. • Coordination and follow up of medical treatments. • Ongoing assessment of the client's and other key family members' needs and personal support systems. • Treatment adherence counseling. • Client-specific advocacy. 	<ul style="list-style-type: none"> □ Provide written assurances and maintain documentation showing that medical case management services are provided by trained professionals who are either medically credentialed or trained healthcare staff and operate as part of the clinical care team. □ Maintain client records that include the required elements for compliance with contractual and RWHAP programmatic requirements, including required case management activities, such as services and activities, the type of contact, and the duration and frequency of the encounter.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 5. Mental Health Services (MHS)

Purpose

To establish service standards for Subrecipients providing Mental Health Services through PBC RW Part A/MAI.

Policy

Description:

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

Program Guidance:

Mental Health Services are allowable only for PWH who are eligible to receive PBC RW Part A/MAI services.

Procedure

Unit of Service Description

1 unit=1 hour of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1**National Monitoring Standards**

Mental Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state.</p> <p>Documentation of the existence of a detailed treatment plan for each eligible client that includes:</p> <ul style="list-style-type: none"> • The diagnosed mental illness or condition. • The treatment modality (group or individual). • Start date for mental health services. • Recommended number of sessions. • Date for reassessment. • Projected treatment end date. • Any recommendations for follow up. <p>• The signature of the mental health professional rendering service.</p> <p>c) Documentation of service provided to ensure that:</p> <ul style="list-style-type: none"> • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan. 	<p>Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals.</p> <p>b) Maintain client records that include:</p> <ul style="list-style-type: none"> • A detailed treatment plan for each eligible client that includes the required components and signature. • Documentation of services provided, dates, and consistency with RWHAP requirements and with individual client treatment plans.

PBC RWHAP Local Monitoring Standards**Psychological Assessment:**

- Clients receiving assessment have documentation of a referral in Provide.
- Assessments include:
 - Relevant history
 - Current functioning
 - Assessment of medical/psychological/ social needs
 - Mental status
 - Diagnostic impression based upon DSM IVTR criteria Axis I through IV
- Clients have initial screening within 10 business days of referral. If not completed within 10 days, documented attempts must be evident.
- Clients that present with imminent risk to self or others have immediate crisis intervention.
- Clients receive assessment of cultural/language preferences.

(eliminated Intimal Treatment Plan as it's required under HRSA NMS)

Progress in Treatment Plan:

- Client Records document progress towards meeting goals or variance explained.
- Desired outcomes should be achieved in accordance with treatment plan.
- Client treatment plans are updated (at a minimum) every 12 sessions or every 6 months, whichever occurs first, and/or at discharge.
- Progress reports shared with case management agency for clients who have provided consent.

EXHIBIT K1

Ch 6. Oral Health Care (OHC)

Purpose

To establish service standards for Subrecipients providing Oral Health Care through PBC RW Part A/MAI.

Policy

Description:

Oral Health Care activities include outpatient diagnosis, prevention, and therapy provided by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

Program Guidance:

Oral Health Care shall be provided based on the following priorities:

- Elimination of infection, preservation of dentition and restoration of functioning
- Elimination of presenting symptoms, including control of pain and suffering
- Prevention of oral and/or systemic disease where the oral cavity serves as an entry point

Procedure

Subrecipient shall adhere to the American Dental Association Dental Practice Parameters.

Unit of Service Description

1 unit=1 CDT Code

Reimbursement is based on Florida Medicaid Dental General Fee Schedule

Service Specific Criteria & Required Documentation

None

Caps/Limitations

Maximum of 24 visits per client annually

EXHIBIT K1

National Monitoring Standards

Oral Health Care	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Oral healthcare services, which meet current dental care guidelines, are provided by dental professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants. • Oral healthcare professionals providing services have appropriate and valid licensure and certification based on state and local laws. • Clinical decisions are supported by the American Dental Association Dental Practice Parameters. • An oral healthcare treatment plan is developed for each eligible client and signed by the oral health professional rendering the services. • Services fall within specified service caps, expressed by dollar amount, type of procedure, the limitations on the number of procedures, or a combination of any of the above, as determined by the Planning Council or recipient under RWHAP Part A. 	<p>○ Maintain a dental record for each client that is signed by the licensed provider and includes a treatment plan, services provided, and any referrals made.</p> <p>○ Maintain and provide to the recipient on request, copies of professional licensure and certification.</p>

PBC RWHAP Local Monitoring Standards

- Review Medical/Dental history at least annually
- Clients receive oral hygiene education as part of the routine visit and self-management of infections and lesions when necessary
- Documentation of current medications, CD4 and Viral Loads at time of visit.
- Treatment of oral opportunistic infection is coordinated with the client's medical provider

EXHIBIT K1

Ch 7. Outpatient/Ambulatory Health Services (OAHS)

Purpose

To establish service standards for Subrecipients providing Outpatient/Ambulatory Health Services through PBC RW Part A/MAI.

Policy

Description:

Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.

Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Vaccinations/Immunizations
- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology

Program Guidance:

Provision of Outpatient/Ambulatory Health Services must be adherent to HHS Clinical Guidelines for the Treatment of HIV/AIDS <https://clinicalinfo.hiv.gov/en/guidelines>

Treatment adherence activities provided during an Outpatient/Ambulatory Health Service visit are considered Outpatient/Ambulatory Health Services, whereas treatment adherence activities provided during a Medical Case Management visit are considered Medical Case Management services.

Non-HIV related visits to urgent care facilities are not allowable costs within the Outpatient/Ambulatory Health Services Category.

Emergency room visits are not allowable costs within the Outpatient/Ambulatory Health Services Category.

The HIV CARE Council has allocated funding to the OAHS subcategories of OAHS-Primary Care, Laboratory/Diagnostic and Specialty Medical Care. Each of the three subcategories are addressed below separately.

EXHIBIT K1

Procedure for OAHS-Primary Care

Unit of Service Description

1 unit=1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI) Service Specific Eligibility Criteria & Required Documentation None

Caps/Limitations

No caps. No limitations.

Procedure for Laboratory/Diagnostic Testing

Unit of Service Description

1 unit=1 lab test

Reimbursement is based on Medicare Clinical Diagnostic Laboratory Fee Schedule

Service Specific Eligibility Criteria & Required Documentation

None

Caps/Limitations

No caps. No Limitations.

Procedure for Specialty Medical Care

Unit of Service Description

1 unit= 1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI)

Service Specific Eligibility Criteria & Required Documentation

Specialty Care Medical Referral Form signed by Primary Care Provider

Caps/Limitations

Unallowable expenses for Specialty Medical Care include services for cosmetic purposes only, corrective lenses, or any service provided that does not follow Specialty Medical Care service procedures.

Allowable Specialty Medical Care services are included on the *Palm Beach County Ryan White Program Allowable Medical Conditions List for Specialty Medical Referrals* form.

Appendix K- PBC RW Part A/MAI Specialty Medical Care Allowable Conditions and Referral

EXHIBIT K1

National Monitoring Standards

Outpatient/Ambulatory Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of the following:</p> <ul style="list-style-type: none"> • Care is provided by a healthcare provider, certified in their jurisdictions to prescribe medications, in an outpatient setting, such as clinics, medical offices, or mobile vans. • Only allowable services are provided to eligible people with HIV. • Services are provided as part of the treatment of HIV infection. • Specialty medical care relates to HIV infection and/or conditions arising from the use of HIV medications resulting in side effects. • Services are consistent with HHS Clinical Guidelines for the Treatment of HIV. • Services are not being provided in an emergency room, hospital, or any other type of inpatient treatment setting. <p>b) Documentation that diagnostic and laboratory tests are:</p> <ul style="list-style-type: none"> • Integral to the treatment of HIV and related complications, necessary based on established clinical practice, and ordered by a registered, certified, licensed provider. • Consistent with medical and laboratory standards. • Approved by the FDA and/or certified under the Clinical Laboratory Improvement Amendments (CLIA) Program. 	<ul style="list-style-type: none"> • Ensure that client medical records document services provided, the dates and frequency of services provided, and that services are for the treatment of HIV. • Include clinical notes signed by the licensed service provider in patient records. • Maintain professional certifications and licensure documents, and make them available to the recipient upon request. • For diagnostic and laboratory tests: <ul style="list-style-type: none"> • Document and include in client medical records when appropriate, and make available to the recipient upon request: <ul style="list-style-type: none"> - The number of diagnostic and laboratory tests performed. - The certification, licenses, or FDA approval of the laboratory from which tests were ordered. - The credentials of the individuals ordering the tests.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Maintain written agreements/contracts with Specialty Medical Care Providers • Ensure Specialty Medical Care service providers are credentialed by Medicaid and/or Medicare. • Ensure Specialty Medical Care service providers have entered into a participation agreement under the Medicaid State plan and be qualified to receive payments under such plan, or have received a waiver from this requirement. • Release encumbered services if services are not initiated within 90 days of Specialty Medical Care approval. • Ensure Specialty Medical Care service reports are received by the PCP prior to Specialty Medical Care service invoice being paid.

EXHIBIT K1

Section V: Support Services Guidelines

Ch 1. Emergency Financial Assistance (EFA)

Purpose

To establish service standards for Subrecipients providing Emergency Financial Assistance through PBC RW Part A/MAI.

Policy

Description:

Emergency Financial Assistance (EFA) provides limited one-time or short-term payments to assist the PBC RW Part A/MAI client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, and medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.

Program Guidance:

The Emergency Financial Assistance service category may assist with short-term assistance for medications. LPAP funds are not to be used for emergency or short-term financial assistance. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Direct cash payments to clients are not permitted.

Continuous provision of an allowable service to a client shall not be funded through emergency financial assistance.

Procedure

Subcategory A: Essential utilities, housing, food, transportation, etc.

Unit of Service Description

1 unit=1 emergency assistance

Service Specific Criteria & Required Documentation

Documented need for assistance based on income/expense ratio (Financial Assessment)

Caps/Limitations

Up to 4 accesses per grant year for no more than a combined total of \$1,000, and/or housing assistance as one access per 12 month period to equal 1 month of rent and/or one security deposit.

Subcategory B: Medication

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Prescription from a medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[**Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications**](#)

EXHIBIT K1

Caps/Limitations

Dispensing of one (1) emergency medication not exceeding a thirty (30) day supply to a client during any 12-month period.

PBC RWHAP Local Monitoring Standards

- 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, 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/fmpdl.shtml

National Monitoring Standards

EXHIBIT K1

National Monitoring Standards

Emergency Financial Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of services and payments to verify that:</p> <ul style="list-style-type: none"> • EFA to individual clients is provided with limited frequency and for limited periods of time, with frequency and duration of assistance specified by the recipient. • Assistance is provided only for the following essential services: utilities, housing, food (including groceries and food vouchers), transportation, and medication. • Payments are made either through a voucher program or short-term payments to the service entity, with no direct payments to clients. • Emergency funds are allocated, tracked, and reported by type of assistance. • RWHAP is the payor of last resort. 	<p>a) Maintain client records that document for each client:</p> <ul style="list-style-type: none"> • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA. <p>b) Maintain and make available to the recipient program documentation of assistance provided, including:</p> <ul style="list-style-type: none"> • Number of clients and amount expended for each type of EFA. • Summary of the number of EFA services received by the client. • Methods used to provide EFA (e.g., payments to agencies, vouchers). <p>c) Provide assurance to the recipient that all EFA:</p> <ul style="list-style-type: none"> • Was for allowable types of assistance. • Was used only in cases where RWHAP was the payor of last resort. • Met recipient-specified limitations on amount, frequency, and duration of assistance to an individual client. • Was provided through allowable payment methods.

EXHIBIT K1

Ch 2. Food Bank/Home Delivered Meals (FBHDM)

Purpose

To establish service standards for Subrecipients providing Food Bank/Home Delivered Meals through PBC RW Part A/MAI.

Policy

Description:

Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Program Guidance:

Unallowable costs include household appliances, pet foods, and other non-essential products.

Procedure

Subcategory A: Food Bank

Unit of Service Description

1 unit=1 voucher or 1 food box

Service Specific Criteria & Required Documentation

Must apply for and maintain enrollment in Food Stamps, when eligible

Caps/Limitations

At or below 200% FPL; with 0-150% FPL receiving up to \$75 per client per month and 151-200% FPL receiving up to \$50 per client per month

Subcategory B: Nutritional Supplements

Unit of Service Description

1 unit=1 prescription

Service Specific Criteria & Required Documentation

Requires a prescription from a medical provider

Caps/Limitations

None

EXHIBIT K1**National Monitoring Standards**

Food Bank/Home Delivered Meals	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Services supported are limited to food banks, home-delivered meals, and/or food voucher programs. • Types of non-food items provided are allowable. • If water filtration/purification systems are provided, the community has water purity issues. <p>b) Assurance of:</p> <ul style="list-style-type: none"> • Compliance with federal, state, and local regulations, including any required licensure or certification for the provision of food banks and/or home-delivered meals. • Use of funds only for allowable essential non-food items. • Monitoring of providers to document actual services provided, client eligibility, number of clients served, and level of services to these clients. 	<p>) Maintain and make available to the recipient documentation of:</p> <ul style="list-style-type: none"> • Services provided by type of service, number of clients served, and levels of service. • The amount and use of funds for the purchase of non-food items, including the use of funds only for allowable non-food items. • Compliance with all federal, state, and local laws regarding the provision of food banks, home-delivered meals, and food voucher programs, including any required licensure and/or certifications. <p>) Provide assurance that RWHAP funds were used only for allowable purposes and RWHAP was the payor of last resort.</p>

EXHIBIT K1

Ch 4. Legal Services (LS) - Other Professional Services

Purpose

To establish service standards for Subrecipients providing Legal Services through PBC RW Part A/MAI.

Policy

Description:

Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. Such services may include:

- Legal services provided to and/or on behalf of the PBC RW Part A/MAI -eligible PWH and involving legal matters related to or arising from their HIV, including:
 - Assistance with public benefits such as Social Security Disability Insurance (SSDI)
 - Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under PBC RW Part A/MAI
 - Preparation of healthcare power of attorney, durable powers of attorney, and living wills
- Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:
 - Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
 - Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption
- Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits.

Program Guidance:

Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under PBC RW Part A/MAI.

See 2 CFR 200.459

Procedure

Unit of Service Description

1 unit=1 hour of service

Reimbursement is based on \$90 per billable hour of legal services

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Legal Services (Other Professional Services)	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that funds are used only for allowable professional services, such as:</p> <ul style="list-style-type: none"> • Legal Services. • Permanency Planning. • Income Tax Preparation. <p>b) Assurance that program activities do not include any criminal defense or class action suits unrelated to access to services eligible for funding under the RWHAP.</p>	<p>a) Document and make available to the recipient upon request, services provided, including specific types of professional services provided.</p> <p>b) Provide assurance that:</p> <ul style="list-style-type: none"> • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. <p>c) Document in each client file:</p> <ul style="list-style-type: none"> • Client eligibility. • A description of how professional services are necessitated by the individual's HIV status. • Types of services provided. • Hours spent in the provision of such services.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Competent provision of legal services to HIV/AIDS community and dependents. • Show evidence of State of Florida license to practice law (as applicable). • Training of paralegals and other support staff occurs for programmatic staff (those working with HIV/AIDS population). • Minimum training requirement (HIV 101 for support staff, HIV 104 for attorneys and paralegals). • Procedures in place to route calls/referrals to available staff, with reasonable response time to telephone inquiries/referrals. • Grievance procedures in place when client feels calls are not returned in a timely manner. • Records display intake documentation and outcome or resolution of presenting issue. • Notification of progress and outcome for resolution is provided to referring agency, if applicable. • Clients or caretakers receive disposition or resolution of legal issue.

EXHIBIT K1

Ch 5. Medical Transportation Services (MTS)

Purpose

To establish service standards for Subrecipients providing Medical Transportation Services through PBC RW Part A/MAI.

Policy

Description:

Medical Transportation is the provision of non-emergency transportation services that enables an eligible client to access or be retained in core medical and support services.

Program Guidance:

Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but shall not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

Procedure

Unit of Service Description

1 unit=1 trip/voucher

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Medical Transportation	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services.</p> <p>b) Documentation that services are provided through one of the following methods:</p> <ul style="list-style-type: none"> • A contract or some other local procurement mechanism with a provider of transportation services. • A voucher or token system that allows for tracking the distribution of vouchers or tokens. • A system of mileage reimbursement that does not exceed the federal per mile reimbursement rates. • A system of volunteer drivers, where insurance and other liability issues are addressed. • Purchase or lease of organizational vehicles for client transportation, with prior approval from HRSA HAB for the purchase. 	<p>a) Maintain program files that document:</p> <ul style="list-style-type: none"> • The level of services/number of trips provided. • The reason for each trip and its relation to accessing health and support services. • Trip origin and destination. • Client eligibility. • The cost per trip. • The method used to meet the transportation need. <p>b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation:</p> <ul style="list-style-type: none"> • Reimbursement methods that do not involve cash payments to service recipients. • Mileage reimbursement that does not exceed the federal reimbursement rate. • Use of volunteer drivers that appropriately addresses insurance and other liability issues. <p>c) Collection and maintenance of data documenting that funds are used only for transportation designed to help eligible individuals remain in medical care by enabling them to access medical and support services.</p> <p>d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).</p>

EXHIBIT K1

Ch 6. Non-Medical Case Management Services (NMCM)

Purpose

To establish service standards for Subrecipients providing Non-Medical Case Management services through PBC RW Part A/MAI.

Policy

Description:

Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate by the PBC RW Part A/MAI recipient.

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems

Program Guidance:

Non-Medical Case Management services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes (including Treatment Adherence).

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1**National Monitoring Standards**

Non-Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • The scope of activity includes guidance and assistance to clients in obtaining medical, social, community, legal, financial, and other needed services. • Where benefits/entitlement counseling and referral services are provided, they assist clients in obtaining access to both public and private programs, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturers' Patient Assistance Programs, and other state or local healthcare and supportive services. • Services cover all types of encounters and communications (e.g., face-to-face, telephone contact, etc.). <p>b) Where transitional case management for justice-involved persons is provided, assurance that such services are provided either as part of discharge planning or for individuals who are in the correctional system for a brief period.</p>	<p>a) Maintain client records that include the required elements, as detailed by the recipient, including:</p> <ul style="list-style-type: none"> • Date of encounter. • Type of encounter. • Duration of encounter. • Key activities, including benefits/entitlement counseling and referral services.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 7. Psychosocial Support Services (PSS)

Purpose

To establish service standards for Subrecipients providing Psychosocial Support Services through PBC RW Part A/MAI

Policy

Description:

Psychosocial Support Services provide group or individual support and counseling services to assist eligible people with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (*see* Medical Nutrition Therapy Services)
- Pastoral care/counseling services

Program Guidance:

Funds under this service category may not be used to provide nutritional supplements (*See* Food Bank/Home Delivered Meals).

RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliation.

Funds may not be used for social/recreational activities or to pay for a client's gym membership.

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Psychosocial Support Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support)</p> <ul style="list-style-type: none"> • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. <p>b) Documentation that psychosocial support services meet all stated requirements:</p> <ul style="list-style-type: none"> • Counseling is provided by a licensed or accredited provider wherever such licensure or accreditation is either required or available. • Pastoral counseling is available to all individuals eligible to receive RWHAP services, regardless of their religious denominational affiliation. • Assurance that no funds under this service category are used for the provision of nutritional supplements, social/recreational activities, or gym memberships. 	<p>a) Document the provision of psychosocial support services, including:</p> <ul style="list-style-type: none"> • Types and level of activities provided. • Client eligibility determination. <p>b) Maintain documentation demonstrating that:</p> <ul style="list-style-type: none"> • Funds are used only for allowable services. • No funds are used for the provision of nutritional supplements. • Any pastoral care/counseling services are available to all clients regardless of their religious denominational affiliation

EXHIBIT O1

Ryan White HIV/AIDS Program Funded Agency's Programmatic Requirements

Failure to comply with these requirements, or to provide this 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 (DEPARTMENT) to monitor AGENCY to assure that its goals and objectives, as outlined in the Implementation Plan, **EXHIBIT A1**, 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 RWHAP 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 RWHAP eligibility every twelve (12) months, including screening for other public or private payor sources.
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 Ryan White HIV/AIDS Treatment Extension Act of 2009 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. RWHAP 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.

EXHIBIT O1

10. AGENCY must comply with Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP services must have documentation of eligibility, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Palm Beach County RWHAP manual;
 - b. If the AGENCY receiving RWHAP funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving RWHAP services must conform to statutory limitations;
 - c. 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;
 - d. The AGENCY must comply with Palm Beach County's Minimum Eligibility Criteria for HIV/AIDS Services, as approved by the HIV CARE Council;
 - e. The AGENCY must comply with the Palm Beach County RWHAP Service Standards of Care, as adopted by the HIV CARE Council; and
 - f. The AGENCY must establish and maintain a Quality Management program to plan, assess, and improve health outcomes through implementation of quality improvement processes. AGENCY must have at least 1 quality improvement project in-process at any time during the Agreement period. AGENCY must also participate in System of Care-level Quality Management activities initiated by the DEPARTMENT and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services delivered through Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP service standards.
 3. Aggregate performance metrics by quarter in the GY for each service category provided by the AGENCY as established by the HIV CARE Council and the DEPARTMENT. Performance metrics shall be reported to the DEPARTMENT quarterly.
 4. Other data requested by the DEPARTMENT as part of system-wide quality improvement projects.

EXHIBIT O1

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' RWHAP 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. The COUNTY has a requirement to ensure that at least 75% of RWHAP direct service funds are expended in Core Medical Services. Legislative authority for RWHAP service category priority-setting and resource allocation lies solely with the Palm Beach County HIV CARE Council, whose decisions may require changes in the Agreement. The COUNTY will monitor the expenditure of funds throughout the Agreement year to insure that the COUNTY is meeting federal requirements. The AGENCY agrees and understands that Support Services funding may be reduced in order to meet federal requirements. The AGENCY MUST notify COUNTY of its under spending in Core Medical Services in writing by the 15th of each month following a month when AGENCY has under spent Core Medical Services based on the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided. AGENCY'S failure to spend Core Medical Services funding may result in withholding Support Services reimbursements or redistributing funding to other agencies.
13. AGENCY must not expend RWHAP 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.
14. 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 RWHAP funds separately.
15. AGENCY must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
16. AGENCY agrees to share data within the RWHAP client database, per the signed authorization provided by clients, on an as needed basis with current or future HIV Coordinated Service Network providers.
17. 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.
18. AGENCY must comply with the Health Resources Services Administration (HRSA) National Monitoring Standards. The standards are subject to change periodically.
19. Funds provided to AGENCY, pursuant to this Agreement, shall not be used to do any of the following:

EXHIBIT O1

- a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
 1. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
 2. By an entity that provides health services on a prepaid basis.
- b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.

20. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with RWHAP funds.

21. AGENCY must have policies in place to monitor any subcontractor providing services on behalf of the AGENCY that is paid with RWHAP 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. When applicable, subcontractors must agree to accept fee schedules established by the RWHAP as payment for services rendered.

22. Administrative costs, inclusive of direct and indirect costs, shall not exceed 10% of the contracted amount of this Agreement, as per RWHAP grant guidelines.

- a. AGENCY is permitted to apply a 10% de Minimis indirect cost rate on a base of modified total direct costs, per 2 CFR 200.501.

23 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 RWHAP clients or any other AGENCY clients. All of the incidents require that immediate action is taken to protect RWHAP 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 RWHAP 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 RWHAP minor clients or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect RWHAP 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.

EXHIBIT O1

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 RWHAP-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.

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, Lab 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:

EXHIBIT O1



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 2 CFR 200 and 2 CFR 300 .

EXHIBIT O1

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 RWHAP 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 RWHAP 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 RWHAP 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 RWHAP 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, quality management, and fiscal designees, to attend all RWHAP Subrecipient providers' meetings.
32. AGENCY agrees to have in place a grievance process by which client complaints against the AGENCY with respect to RWHAP -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 race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information. AGENCY shall notify current clients and all other individuals presenting for services provided through RWHAP 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. Refer to:

EXHIBIT O1

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

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.

37. AGENCY agrees to participate in site visits/programmatic reviews conducted by the COUNTY. AGENCY agrees to ensure that programmatic and fiscal designees and other appropriate staff, as requested by the COUNTY, are in attendance at all site visits and that all requested documentation is provided on or before Day 1 (one) of monitoring , including descriptions of accounts payable systems and policies. AGENCY must provide access to appropriate and applicable files, policy manuals, records, staff members, etc., as requested by the COUNTY. Failure by the AGENCY to adhere to these requirements will result in a Contractual Finding cited in the monitoring report. The Fiscal Monitoring template is included in the Palm Beach County RWHAP Program Manual for reference. Unannounced site visits may also be conducted by the COUNTY when the COUNTY deems appropriate.
38. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the work conducted under this Agreement, its conduct results, or data gathered or processed should be released by AGENCY without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to AGENCY. Should any such information be released by COUNTY or by AGENCY with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

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 2 CFR 200.205 and 2 CFR 300.305. 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 Ryan White-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.

EXHIBIT O1

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.

39. AGENCY must apply a reasonable allocation methodology for the attribution of costs and program income generated by the Ryan White-eligible client that received the service and be able to document the methodology used. AGENCY must expend funds available from program income an allowable expenses before requesting additional cash payment reimbursements for services provided under the terms of this agreement.
40. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:
 - PCN 15-03 Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income
 - 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 Ryan White HIV/AIDS Program (RWHAP) grant resources.
 - PCN 16-02 Eligible Individuals & Allowable Uses of Funds for Discretely Defined Categories of Services regarding eligible individuals and the description of allowable service categories for Ryan White HIV/AIDS Program and program guidance for implementation.
 - PCN 15-02 RWHAP expectations for clinical quality management (CQM) programs.
 - PCN 16-01 RWHAP recipients may not deny the delivery of RWHAP services, including prescription drugs, to a veteran who is eligible to receive RWHAP services. RWHAP recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive RWHAP services.
41. AGENCY must have a system in place to document time and effort for direct program staff supported by RWHAP funds and must submit a written time and effort reporting policy to the COUNTY. The policy must adhere to 2 CFR 200.430. Time and effort reporting will be monitored periodically by the COUNTY.
42. AGENCY must ensure it tracks expenditure data through this award for services provided for women, infants, children and youth (WICY) living with HIV/AIDS. Expenditure data for each grant period (March 1-February 28) must be tracked separately for each WICY priority population, and reported annually to Recipient no later than April 30.
43. 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.

EXHIBIT O1

44. 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.
45. AGENCY must comply with information contained in EXHIBIT G (Subaward Data).
46. 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
47. 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.
48. 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)
49. 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.
50. AGENCY will be provided a budget amount included in the total agreement amount stated in ARTICLE 5 above, for purposes of supporting a Continuous Quality Management (CQM) Program. Recipient's Quality Management Program must approve proposed CQM plan prior to Agency initiating work. If approved, the CQM program will have its own budget line. Reimbursements for this category will be submitted in the same manner as all other categories.
51. AGENCY may request advanced payment for services rendered in accordance to agreement terms. Department of Health Resources & Services Administration (HRSA) guidelines, and the Ryan White Part A Agency Reimbursement Policy. The County shall pay to the AGENCY, as an advance payment 1/12 of their eligible contracted service category budget as approved by Palm Beach County for eligible services to be provided.
52. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
53. 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

EXHIBIT O1

training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

- A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
- A tracking component so that AGENCY or the COUNTY can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

EXHIBIT Q

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

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

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

Julie Seaver
(signature of officer or representative)

Julie Seaver, Chief Executive Ofc.
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this,
29th day of July 2015, by Julie Seaver

Personally known OR produced identification .

Type of identification produced _____

Lysette Perez
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

**2025 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL
REPORT**

DOCUMENT# N26650

Entity Name: COMPASS, INC.

Current Principal Place of Business:

201 N. DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

Current Mailing Address:

201 N. DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460 US

FEI Number: 65-0052657

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SEAVER, JULIE
201 N. DIXIE HIGHWAY
LAKE WORTH, FL 33460 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JULIE SEAVER

04/21/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	CEO, EXECUTIVE DIRECTOR	Title	VC
Name	SEAVER, JULIE A	Name	MAJTLIS, ABRAM
Address	201 N. DIXIE HIGHWAY	Address	201 N. DIXIE HIGHWAY
City-State-Zip:	LAKE WORTH BEACH FL 33460	City-State-Zip:	LAKE WORTH BEACH FL 33460
Title	CHAIRMAN, TREASURER	Title	OTHER, STAFF ACCOUNTANT
Name	HOFFACKER, MICHAEL	Name	ZABAS, JOSEPH
Address	201 N. DIXIE HIGHWAY	Address	201 N. DIXIE HIGHWAY
City-State-Zip:	LAKE WORTH BEACH FL 33460	City-State-Zip:	LAKE WORTH BEACH FL 33460
Title	DIRECTOR	Title	SECRETARY
Name	PEREZ, LYSETTE	Name	MALEGA, DAWN
Address	201 NORTH DIXIE HIGHWAY	Address	201 N. DIXIE HIGHWAY
City-State-Zip:	LAKE WORTH BEACH FL 33460	City-State-Zip:	LAKE WORTH BEACH FL 33460
Title	TRUSTEE	Title	TRUSTEE
Name	LOWENTHAL, BARRY	Name	BOWIE, TERRY JR.
Address	201 N. DIXIE HIGHWAY	Address	201 N. DIXIE HIGHWAY
City-State-Zip:	LAKE WORTH BEACH FL 33460	City-State-Zip:	LAKE WORTH BEACH FL 33460

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JULIE SEAVER

CEO

04/21/2025

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER EBACON CUSTOM BENEFITS 28815 N CAVE CREEK ROAD PHOENIX, AZ 85024</p> <p>INSURED COMPASS INC 281 N DIXIE HWY Lake Worth, FL 33460</p>	<p>CONTACT NAME: KARINA LUGO PHONE: (623) 580 - 4900 FAX: (623) 580 - 4902 (A/C. No. Ext): (A/C. No.): E-MAIL: WC@EBACON.COM ADDRESS:</p> <p>INSURER(S) AFFORDING COVERAGE INSURER A: AMTRUST NORTH AMERICA, INC. NAIC #</p> <p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p> <p>INSURER F:</p>
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INSR LTR	TYPE OF INSURANCE	ADD'L SUB INS'D. WVD.	POLICY NUMBER	REVISION NUMBER:	
				POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
COMMERCIAL GENERAL LIABILITY					
CLAIMS-MADE	OCCUR			/ /	EACH OCCURRENCE \$
				/ /	DAMAGE TO RENTED PREMISES (Ex occurrence) \$
				/ /	MED EXP (Any one person) \$
				/ /	PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER:					
POLICY	PRO- JECT	LOC		/ /	GENERAL AGGREGATE \$
OTHER:				/ /	PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY					
ANY AUTO				/ /	COMBINED SINGLE LIMIT (Ex accident) \$
ALL OWNED AUTOS	SCHEDULED AUTOS			/ /	BODILY INJURY (Per person) \$
Hired AUTOS	NON-OWNED AUTOS			/ /	BODILY INJURY (Per accident) \$
				/ /	PROPERTY DAMAGE \$
				/ /	(Per accident) \$
UMBRELLA LIAB					
OCCUR				/ /	EACH OCCURRENCE \$
EXCESS LIAB	CLAIMS-MADE			/ /	AGGREGATE \$
DED	RETENTION \$			/ /	\$
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
Y/N		TWC4517916	12/26/2024	12/26/2025	X PER STATUTE OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A	/ /	/ /	E.L. EACH ACCIDENT \$ 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below			/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 500,000
			/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					

<p>CERTIFICATE HOLDER</p> <p>() - () -</p> <p>PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS INSURANCE COMPLIANCE C/O EBIX, INC. PO BOX 100085 - DX DULUTH, GA 30096</p> <p>() -</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Karina Lugo</i></p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Adriana Skains
RSC Insurance Brokerage, Inc. 9755 SW Barnes Rd #355 Portland		PHONE (A/C, No, Ext): E-MAIL ADDRESS: askains@risk-strategies.com
		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Philadelphia Indemnity Insurance Co
		NAIC #
INSURED		INSURER B:
Compass, Inc. dba Compass Community Center 201 N Dixie Highway		INSURER C:
Lake Worth		INSURER D:
FL 33460		INSURER E:
		INSURER F:

COVERAGES	CERTIFICATE NUMBER:	CL2562671212	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	PHPK2552631	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 1,000,000	
	Prof Liab \$1 MIL					MED EXP (Any one person)	\$ 5,000	
	D&O/EPL					PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000			
POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000			
OTHER:				Abusive Conduct Liab	\$ 300,000			
A	AUTOMOBILE LIABILITY	PHPK2552631	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000		
	ANY AUTO				BODILY INJURY (Per person)	\$		
	OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$		
	Hired AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$		
	UMBRELLA LIAB				EACH OCCURRENCE	\$		
	EXCESS LIAB				AGGREGATE	\$		
	DED				RETENTION \$	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER STATUTE	OTHE- R		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	E.L. EACH ACCIDENT	\$				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)				E.L. DISEASE - EA EMPLOYEE	\$			
Board of County Commissioners Community Services Department is included as an additional insured with respects to the General Liability.				E.L. DISEASE - POLICY LIMIT	\$			
A	Sexual Molestation		PHPK2552631	07/01/2025	07/01/2026	Each/ Aggregate	\$3 MIL/\$5 MIL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
Board of County Commissioners Community Services Department is included as an additional insured with respects to the General Liability.	

CERTIFICATE HOLDER		CANCELLATION	
Board of County Commissioners Community Services Department 810 Datura Street West Palm Beach		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	
FL 33401			

ADDITIONAL COVERAGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. **Paragraph 1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. **Paragraph 2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
 - c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED

is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co- "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

I. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

 in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:

 - (1) Any insured; or

 - (2) Any executive officer, director, stockholder, partner or member of the insured;

- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (**Amendment**) is made as of the ____ day of _____, 2026, 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 **Monarch Health Services, Inc.**, hereinafter referred to as the **AGENCY**, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **35-2640151**.

In consideration of the mutual promises contained herein, the **COUNTY** and the **AGENCY** agree as follows:

WITNESSETH:

WHEREAS, on May 14, 2024, the above-named parties entered into a three-year Subrecipient Agreement (R2024-0529) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed \$603,009.00; and

WHEREAS, the need exists to amend the Agreement in order to: decrease the not-to exceed Agreement amount by amending **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY**; revise **ARTICLE 15 NONDISCRIMINATION**; replace **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; revise **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES**; revise **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**; add **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT**; replace **EXHIBIT A** with **EXHIBIT A1**; replace **EXHIBIT B** with **EXHIBIT B1**; replace **EXHIBIT G** with **EXHIBIT G1**; replace **EXHIBIT K** with **EXHIBIT K1**; replace **EXHIBIT O** with **EXHIBIT O1**; add **EXHIBIT Q**, all as more fully set forth herein, and

NOW, THEREFORE, the above-named parties hereby mutually agree that the Agreement entered into on May 14, 2024, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference.
- II. The first paragraph of **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** shall be replaced in its entirety with the following:

The total amount to be paid by the **COUNTY** under this Agreement for all services and materials shall not exceed a total Agreement amount of **FIVE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS AND ZERO CENTS (\$588,489.00) OF WHICH TWO HUNDRED ONE THOUSAND THREE DOLLARS AND ZERO CENTS (\$201,003.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FORTY-THREE DOLLARS**

AND ZERO CENTS (\$193,743.00) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS AGREEMENT, subject to the availability of funds and annual budget approval by the Board of County Commissioners.

III. **ARTICLE 15 NONDISCRIMINATION** is revised to read as follows:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

The AGENCY hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86); the Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

IV. Replace the title and content of **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with:

DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

V. The first paragraph of **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES** is revised to read as follows:

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 2 C.F.R 200.317 – 2 C.F.R 200.28 Procurement Standards and 42 U.S.C. § 18116 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title.

VI. **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS** is revised to read as follows: AGENCY acknowledges that False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

VII. **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT** is added to the Agreement to read as follows;

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

VIII. **EXHIBIT A IMPLEMENTATION PLAN** is replaced in its entirety by **EXHIBIT A1-IMPLEMENTATION PLAN**, attached hereto and incorporated herein by reference.

IX. **EXHIBIT B UNITS OF SERVICE RATE AND DEFINITIONS** is replaced in its entirety by **EXHIBIT B1 UNITS OF SERVICE RATE AND DEFINITIONS** attached hereto and incorporated herein by reference.

X. **EXHIBIT G SUBAWARD** is replaced in its entirety by **EXHIBIT G1 SUBAWARD** attached hereto and incorporated herein by reference.

XI. **EXHIBIT K SERVICE CATEGORY DEFINITIONS** is replaced in its entirety by **EXHIBIT K1 SERVICE CATEGORY DEFINITIONS** attached hereto and incorporated herein by reference

XII. **EXHIBIT O AGENCY'S PROGRAMMATIC REQUIREMENTS** is replaced in its entirety by **EXHIBIT O1 AGENCY'S PROGRAMMATIC REQUIREMENTS**, attached hereto and incorporated herein by reference.

XIII. Add **EXHIBIT Q HUMAN TRAFFICKING AFFIDAVIT**, attached hereto and incorporated herein by reference

XIV. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Michael A. Caruso

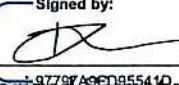
Clerk of the Circuit Court &
Comptroller Palm Beach
County

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

BY: _____
Deputy Clerk

BY: _____
Sara Baxter, Mayor

AGENCY:
Monarch Health Services, Inc.

BY: 
Authorized Signature
Damion Baker
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney

Initial
JBR

APPROVED AS TO TERMS AND
CONDITIONS

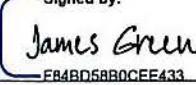
BY: 
FRA4BD5BB0CEEE433
Department Director
Community Services Department

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	MONARCH HEALTH SERVICES INC			
Grant Year: 2025	Service Category:	Early Intervention Services		
	Total Amount:	\$92,999		
Service Category Goal: The provision of targeted HIV testing (only when other funding for testing is unavailable), referral services to improve HIV care and treatment services at key points of entry, access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care, and outreach services and health education/risk reduction related to HIV diagnosis.				
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	
At the end of the project period, increase the number of clients linked or in HIV medical care from baseline % to target % through the provision of Early Intervention Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 minutes of service	1,199	
			Cost per Person	Cost per Unit
			\$78	\$9
Performance Measure Outcome: In Care- Linkage to Medical Care (Baseline= 1st yr; Target= 3rd year)				
Baseline (%) 96% Target (%) 97%				

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	MONARCH HEALTH SERVICES INC			
Grant Year: 2025	Service Category:	Medical Case Management		
	Total Amount:	\$66,031		
Service Category Goal: The provision of a range of client-centered activities focused on improving health outcomes (including treatment adherence) in support of the HIV care continuum. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).				
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	
At the end of the project period, increase the number of clients retained in HIV medical care and virally suppressed from baseline % to target % through the provision of Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 minutes of service	499	
			Cost per Person	Cost per Unit
			\$132	\$8
Performance Measure Outcome: HIV Viral Load Suppression New Category: No Baseline				
Baseline (%) 90% Target (%) 99%		New Category - No Baseline Retention in HIV Medical Care Baseline (%) New Category - No Baseline Target (%) 99%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	MONARCH HEALTH SERVICES INC			
Grant Year: 2025	Service Category:	Non-Medical Case Management		
	Total Amount:	\$29,753		
Service Category Goal: The provision of coordination, guidance, and assistance in accessing medical, social, community, legal, financial, employment, vocational, and/or other needed services. NMCM Services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible. NMCM Services includes all types of case management encounters (e.g., face-to-face, telehealth, phone contact, and any other forms of communication).				
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	
At the end of the project period, increase the number of clients retained in HIV medical care and virally suppressed from baseline % to target % through the provision of Non-Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 minutes of service	372	
			Cost per Person	
			\$80	
		Cost per Unit		
		\$10		
Performance Measure Outcome: Retention in HIV Medical Care				
New Category: No Baseline	Baseline (%)	New Category - No Baseline		
	Target (%)	96%		
HIV Viral Load Suppression				
New Category: No Baseline	Baseline (%)	New Category - No Baseline		
	Target (%)	90%		

EXHIBIT B1

**UNITS OF SERVICE RATE AND DEFINITION
GRANT YEAR 2024 – 2026 RYAN WHITE PART A – CONTRACT**

MONARCH HEALTH SERVICES, INC.				
	GY24	GY25	GY26	Total
Core Medical Services				
Early Intervention Services	\$92,999	\$92,999	\$92,999	\$278,997
Laboratory Diagnostic Testing	\$7,260	\$0	\$0	\$7,260
Medical Case Management	\$66,031	\$66,031	\$66,031	\$198,093
Subtotal Core Medical Services	\$166,290	\$159,030	\$159,030	\$484,350
Support Services	GY24	GY25	GY26	Total
Non-Medical Case Management	\$29,753	\$29,753	\$29,753	\$89,259
Subtotal Support Services	\$29,753	\$29,753	\$29,753	\$89,259
Combine Core Medical and Support Services	GY24	GY25	GY26	Total
Total	\$196,043	\$188,783	\$188,783	\$573,609
Continuous Quality Management (CQM) Program				
	\$4,960	\$4,960	\$4,960	\$14,880
Total	\$201,003	\$193,743	\$193,743	\$588,489

Annual allocations do not rollover to future years if unspent

Expenses will be reimbursed monthly by services category based on each service standard of care outlined in the Palm Beach County Ryan White HIV/AIDS Program Manual. The backup documentation – copies of paid receipts, copies of checks, invoices, CPT/CDT codes, service records, or any other applicable documents acceptable to the Palm Beach County Department of Community Services may be requested at a desk audit and/or on-site monitoring on a periodic basis.

EXHIBIT G1

SUBAWARD

SUBAWARD		
(i)	Sub-recipient Name	MONARCH HEALTH SERVICES, INC.
(ii)	Sub-recipient Unique Entity Identifier:	35-2640151
(iii)	Federal Award Identification Number (FAIN):	H8900034
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	07/29/2025
(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:	\$193,743.00
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	\$193,743.00
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	\$193,743.00
(ix)	Federal Award Project Description:	HIV Emergency Relief Project Grants
(x)	Name of Federal Awarding Agency:	US Department of Health & Human Services
	Name of Pass-Through Entity:	Palm Beach County Board of Commissioners
	Contact Information for Federal Awarding Official:	Marie E Mehaffey MMehaffey@hrsa.gov (301) 945-3934
	Contact Information for Palm Beach County Authorizing Official:	Sara Baxter SBaxter@pbc.gov 561-355-2206
	Contact Information for Palm Beach County Project Director:	Dr. Casey Messer cmesser@pbc.gov (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.

EXHIBIT K1

Section IV: Core Medical Services Guidelines

Ch 1. Local- AIDS Pharmaceutical Assistance Program (LPAP)

Purpose

To establish service standards for Subrecipients providing Local AIDS Pharmaceutical Assistance Program services through PBC RW Part A/MAI.

Policy

Description:

The Local Pharmaceutical Assistance Program (LPAP) is a supplemental means of providing ongoing medication assistance when Florida RWHAP ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

Subrecipients 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
- Participate in the QMEC committee when reviewing LPAP formulary needs
- Utilize the drug formulary that is approved by the QMEC Committee (Service Delivery Standards)
- Establish and maintain a drug distribution system
- Screening for alternative medication payer sources, including but not limited to Patient Assistance Programs (PAP), rebate/discount programs, Health Care District, and Florida RWHAP ADAP prior to dispensing.
- Implementation in accordance with requirements of the HRSA 340B Drug Pricing Program (including the Prime Vendor Program)

Program Guidance:

LPAP funds are not to be used for emergency or short-term financial assistance. The Emergency Financial Assistance service category may assist with short-term assistance for medications. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Medications may be added to the LPAP formulary by request to the Ryan White Program Manager. LPAP formulary additions must be approved by the PBC HIV CARE Council QMEC Committee.

Procedure

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Referral documentation, including prescription by medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications](#)

Caps/Limitations

Medications dispensed must not be included on the ADAP formulary

EXHIBIT K1

National Monitoring Standards

Local AIDS Pharmaceutical Assistance Program	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has:</p> <ul style="list-style-type: none"> • A client enrollment and eligibility process that includes screening for ADAP and LPAP eligibility consistent with guidance put forth in HRSA HAB PCN 21-02. • Uniform benefits for all enrolled clients throughout the EMA or TGA. <ul style="list-style-type: none"> • An LPAP advisory board. • Compliance with the RWHAP requirement of payor of last resort. • A recordkeeping system for distributed medications. • A drug distribution system that includes a drug formulary approved by the local advisory committee/board. <p>) Documentation that the LPAP is not dispensing medications:</p> <ul style="list-style-type: none"> • As a result or component of a primary medical visit. • As a single occurrence of short duration (an emergency). <ul style="list-style-type: none"> • While awaiting ADAP eligibility determination. • By vouchers to clients on a single occurrence. <p>c) Documentation that the LPAP is:</p> <ul style="list-style-type: none"> • Consistent with the most current HHS Clinical Practice Guidelines for the Use of Antiretroviral Agents in HIV-1-Infected Adults and Adolescents. • Coordinated with the state's ADAP. • Implemented in accordance with requirements of the 340B Drug Pricing Program, Prime Vendor Program, and/or Alternative Methods Project. 	<ul style="list-style-type: none">) Provide to the Part A recipient, on request, documentation that the LPAP meets HRSA HAB requirements.) Maintain documentation, and make available to the recipient upon request proof of client LPAP eligibility that includes HIV status, residency, medical necessity, and low-income status, as defined by the EMA/TGA, based on a specified percentage of the FPL.) Provide reports to the recipient on the number of individuals served and the medications provided.
PBC RWHAP Local Monitoring Standards	
<ul style="list-style-type: none"> • Dispensing of a medication to a client on an ongoing basis, requiring more than a thirty (30) day supply during any 12-month period. • A client must apply, and be denied access to the medication from all other medication assistance programs for which the client may be eligible (ADAP, pharmaceutical manufacturer patient assistance program, etc.). • Medications dispensed must not be included on the ADAP formulary. Clients needing emergency access to medications included on the ADAP formulary shall utilize Emergency Financial Services. • 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. • Any ongoing 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. medication is included on the ADAP formulary). 	

*Florida Medicaid PDL https://ahca.myflorida.com/medicaid/Prescribed_Drug/pharm_thera/fmpdl.shtml

EXHIBIT K1

Ch 2. Early Intervention Services (EIS)

Purpose

To establish service standards for Subrecipients providing Early Intervention Services through PBC RW Part A/MAI.

Policy

Description:

The RWHAP legislation defines EIS for Parts A, B, and C. See § 2651(e) of the Public Health Service Act.

Program Guidance:

The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. Subrecipients shall include the following four components:

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

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

Client is not required to meet PBC RW Part A/MAI eligibility criteria to receive EIS services

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Early Intervention Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Part A funds are used for HIV testing only where existing federal, state, and local funds are not adequate, and RWHAP funds will supplement and not supplant existing funds for testing. • Individuals who test positive are referred and linked to healthcare and supportive services. • Health education and literacy training are provided, enabling clients to navigate the HIV system. • EIS is provided at or in coordination with documented key points of entry. • EIS is coordinated with HIV prevention efforts and programs. 	<ul style="list-style-type: none"> • Establish MOUs with key points of entry into care to facilitate access to care for those who test positive. • Document provision of all four required EIS components with Part A or other funding. • Document and report on numbers of HIV tests and positives, as well as where and when Part A-funded HIV testing occurs. • Document that HIV testing activities and methods meet the Centers for Disease Control and Prevention (CDC) and state requirements. • Document the number of referrals for healthcare and supportive services. • Document referrals from key points of entry to EIS programs. • Document training and education sessions designed to help individuals navigate and understand the HIV system of care. • Establish linkage agreements with testing sites where Part A is not funding testing but is funding referral and access to care, education, and system navigation services. • Obtain written approval from the recipient to provide EIS in points of entry not included in the original scope of work.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • EIS staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources. • Documentation of the Subrecipient effort to link the client to an initial medical appointment, including lab testing and initiation of ART, within 30 days. • Of those clients who attended their initial medical appointment: documentation of the client's attendance (or lack thereof) to a follow-up medical appointment, including completed lab tests, within no more than 90 days from initial appointment. <ul style="list-style-type: none"> • Documentation of achieving viral suppression OR being referred to case management for adherence support before closing to EIS services.

EXHIBIT K1

Ch 3. Health Insurance Premium & Cost Sharing Assistance (HIPCSA)

Purpose

To establish service standards for Subrecipients providing Health Insurance Premium & Cost Sharing Assistance through PBC RW Part A/MAI.

Policy

Description:

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program.

The service provision consists of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients
- Paying cost-sharing on behalf of the client

Program Guidance:

See PCN 18-01: Clarifications Regarding the use of RWHAP Funds for Health Care Coverage Premium and Cost Sharing Assistance

Procedure

Unit of Service Description

1 unit= 1 deductible, 1 co-payment, OR 1 monthly premium

Service Specific Criteria & Required Documentation

Summary of Benefits from Coverage

Caps/Limitations

An approved plan released annually

[Appendix J- PBC RW Part A/MAI Health Insurance Continuation Guidance](#)

EXHIBIT K1

National Monitoring Standards

Health Insurance Premium & Cost Sharing Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> o Documentation of an annual cost-effectiveness analysis illustrating the greater benefit of purchasing public or private health insurance, pharmacy benefits, copays, and/or deductibles for eligible low-income clients compared to the full cost of medications and other appropriate HIV outpatient/ambulatory health services. o Documentation that the insurance plan purchased provides comprehensive primary care and a full range of HIV medications. o Documentation that the (Oral Health) insurance plan purchased provides comprehensive oral healthcare services. o Documentation, including a physician's written statement that the eye condition is related to HIV infection 	<ul style="list-style-type: none"> o Conduct an annual cost-effectiveness analysis (if not done by the recipient) that addresses the noted criteria. o Provide proof that where RWHAP funds cover premiums, the insurance policy provides comprehensive primary care and a formulary with a full range of HIV medications. o Provide proof that where RWHAP funds cover premiums, the dental insurance policy provides comprehensive oral healthcare services. o d) Maintain proof of low-income status. o Provide documentation demonstrating that funds were not used to cover costs associated with the creation, capitalization, or administration of liability risk pools or Social Security costs. o When funds are used to cover copays for prescription eyewear, provide a physician's written statement that the eye
<ul style="list-style-type: none"> when funds are used for copays of eyewear. o Assurance that any cost associated with the creation, capitalization, or administration of a liability risk pool is not being funded by RWHAP. o Assurance that RWHAP funds are not being used to cover costs associated with Social Security. o Documentation of clients' low-income status as defined by the EMA/TGA 	<ul style="list-style-type: none"> condition is related to HIV infection. o Have policies and procedures outlining processes for informing, educating, and enrolling people in healthcare and documenting the vigorous pursuit of those efforts. o Develop a system to ensure funds pay only for in-network outpatient services. o Coordinate with CMS, including entering into appropriate agreements, to ensure that funds are appropriately included in TrOOP or donut hole costs.

EXHIBIT K1

Ch 4. Medical Case Management Services (MCM)

Purpose

To establish service standards for Subrecipients providing Medical Case Management Services through PBC RW Part A/MAI.

Policy

Description:

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum.

Activities provided under this service category may be provided by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented activities above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Program Guidance:

Activities provided under the Medical Case Management service category have as their objective improving health care outcomes (including Treatment Adherence), whereas those provided under the Non-Medical Case Management service category have as their objective providing guidance and assistance in improving access to needed services.

Visits to ensure readiness for, and adherence to, complex HIV treatments shall be considered Medical Case Management or Outpatient/Ambulatory Health Services. Treatment Adherence services provided during a Medical Case Management visit shall be reported in the Medical Case Management service category whereas Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit shall be reported under the Outpatient/Ambulatory Health Services category.

EXHIBIT K1

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

National Monitoring Standards

Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> ○ Documentation that Subrecipients are trained professionals, either medically credentialed persons or other healthcare staff who are part of the clinical care team. ○ Documentation that the following activities are being carried out for clients as necessary: <ul style="list-style-type: none"> • Initial assessment of service needs. • Development of a comprehensive, individualized care plan. • Coordination of services required to implement the plan. • Continuous client monitoring to assess the efficacy of the plan. • Periodic re-evaluation and adaptation of the plan at least every six months during the enrollment of the client. ○ Documentation in program and client records of case management services and encounters, including: <ul style="list-style-type: none"> • Types of services provided. • Types of encounters/communication. • Duration and frequency of the encounters. ○ Documentation in client records of services provided, such as: <ul style="list-style-type: none"> • Client-centered services that link clients with healthcare, psychosocial, and other services and assist them in accessing other public and private programs for which they may be eligible. • Coordination and follow up of medical treatments. • Ongoing assessment of the client's and other key family members' needs and personal support systems. • Treatment adherence counseling. • Client-specific advocacy. 	<ul style="list-style-type: none"> ○ Provide written assurances and maintain documentation showing that medical case management services are provided by trained professionals who are either medically credentialed or trained healthcare staff and operate as part of the clinical care team. ○ Maintain client records that include the required elements for compliance with contractual and RWHAP programmatic requirements, including required case management activities, such as services and activities, the type of contact, and the duration and frequency of the encounter.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 5. Mental Health Services (MHS)

Purpose

To establish service standards for Subrecipients providing Mental Health Services through PBC RW Part A/MAI.

Policy

Description:

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

Program Guidance:

Mental Health Services are allowable only for PWH who are eligible to receive PBC RW Part A/MAI services.

Procedure

Unit of Service Description

1 unit=1 hour of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Mental Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state.</p> <p>b) Documentation of the existence of a detailed treatment plan for each eligible client that includes:</p> <ul style="list-style-type: none"> • The diagnosed mental illness or condition. • The treatment modality (group or individual). • Start date for mental health services. • Recommended number of sessions. • Date for reassessment. • Projected treatment end date. • Any recommendations for follow up. • The signature of the mental health professional rendering service. <p>c) Documentation of service provided to ensure that:</p> <ul style="list-style-type: none"> • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan. 	<p>a) Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals.</p> <p>b) Maintain client records that include:</p> <ul style="list-style-type: none"> • A detailed treatment plan for each eligible client that includes the required components and signature. • Documentation of services provided, dates, and consistency with RWHAP requirements and with individual client treatment plans.

PBC RWHAP Local Monitoring Standards

Psychological Assessment:

- Clients receiving assessment have documentation of a referral in Provide.
- Assessments include:
 - Relevant history
 - Current functioning
 - Assessment of medical/psychological/ social needs
 - Mental status
 - Diagnostic impression based upon DSM IVTR criteria Axis I through IV
- Clients have initial screening within 10 business days of referral. If not completed within 10 days, documented attempts must be evident.
- Clients that present with imminent risk to self or others have immediate crisis intervention.
- Clients receive assessment of cultural/language preferences.

(eliminated Intimal Treatment Plan as it's required under HRSA NMS)

Progress in Treatment Plan:

- Client Records document progress towards meeting goals or variance explained.
- Desired outcomes should be achieved in accordance with treatment plan.
- Client treatment plans are updated (at a minimum) every 12 sessions or every 6 months, whichever occurs first, and/or at discharge.
- Progress reports shared with case management agency for clients who have provided consent.

EXHIBIT K1

Ch 6. Oral Health Care (OHC)

Purpose

To establish service standards for Subrecipients providing Oral Health Care through PBC RW Part A/MAI.

Policy

Description:

Oral Health Care activities include outpatient diagnosis, prevention, and therapy provided by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

Program Guidance:

Oral Health Care shall be provided based on the following priorities:

- Elimination of infection, preservation of dentition and restoration of functioning
- Elimination of presenting symptoms, including control of pain and suffering
- Prevention of oral and/or systemic disease where the oral cavity serves as an entry point

Procedure

Subrecipient shall adhere to the American Dental Association Dental Practice Parameters.

Unit of Service Description

1 unit=1 CDT Code

Reimbursement is based on Florida Medicaid Dental General Fee Schedule

Service Specific Criteria & Required Documentation

None

Caps/Limitations

Maximum of 24 visits per client annually

EXHIBIT K1

National Monitoring Standards

Oral Health Care	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Oral healthcare services, which meet current dental care guidelines, are provided by dental professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants. • Oral healthcare professionals providing services have appropriate and valid licensure and certification based on state and local laws. • Clinical decisions are supported by the American Dental Association Dental Practice Parameters. • An oral healthcare treatment plan is developed for each eligible client and signed by the oral health professional rendering the services. • Services fall within specified service caps, expressed by dollar amount, type of procedure, the limitations on the number of procedures, or a combination of any of the above, as determined by the Planning Council or recipient under RWHAP Part A. 	<ul style="list-style-type: none"> • Maintain a dental record for each client that is signed by the licensed provider and includes a treatment plan, services provided, and any referrals made. • Maintain and provide to the recipient on request, copies of professional licensure and certification.

PBC RWHAP Local Monitoring Standards

- Review Medical/Dental history at least annually
- Clients receive oral hygiene education as part of the routine visit and self-management of infections and lesions when necessary
- Documentation of current medications, CD4 and Viral Loads at time of visit.
- Treatment of oral opportunistic infection is coordinated with the client's medical provider

EXHIBIT K1

Ch 7. Outpatient/Ambulatory Health Services (OAHS)

Purpose

To establish service standards for Subrecipients providing Outpatient/Ambulatory Health Services through PBC RW Part A/MAI.

Policy

Description:

Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.

Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Vaccinations/Immunizations
- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology

Program Guidance:

Provision of Outpatient/Ambulatory Health Services must be adherent to HHS Clinical Guidelines for the Treatment of HIV/AIDS <https://clinicalinfo.hiv.gov/en/guidelines>

Treatment adherence activities provided during an Outpatient/Ambulatory Health Service visit are considered Outpatient/Ambulatory Health Services, whereas treatment adherence activities provided during a Medical Case Management visit are considered Medical Case Management services.

Non-HIV related visits to urgent care facilities are not allowable costs within the Outpatient/Ambulatory Health Services Category.

Emergency room visits are not allowable costs within the Outpatient/Ambulatory Health Services Category.

The HIV CARE Council has allocated funding to the OAHS subcategories of OAHS-Primary Care, Laboratory/Diagnostic and Specialty Medical Care. Each of the three subcategories are addressed below separately.

EXHIBIT K1

Procedure for OAHS-Primary Care

Unit of Service Description

1 unit=1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI) Service Specific Eligibility Criteria & Required Documentation None

Caps/Limitations

No caps. No limitations.

Procedure for Laboratory/Diagnostic Testing

Unit of Service Description

1 unit=1 lab test

Reimbursement is based on Medicare Clinical Diagnostic Laboratory Fee Schedule

Service Specific Eligibility Criteria & Required Documentation

None

Caps/Limitations

No caps. No Limitations.

Procedure for Specialty Medical Care

Unit of Service Description

1 unit= 1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI)

Service Specific Eligibility Criteria & Required Documentation

Specialty Care Medical Referral Form signed by Primary Care Provider

Caps/Limitations

Unallowable expenses for Specialty Medical Care include services for cosmetic purposes only, corrective lenses, or any service provided that does not follow Specialty Medical Care service procedures.

Allowable Specialty Medical Care services are included on the *Palm Beach County Ryan White Program Allowable Medical Conditions List for Specialty Medical Referrals* form.

[Appendix K- PBC RW Part A/MAI Specialty Medical Care Allowable Conditions and Referral](#)

EXHIBIT K1

National Monitoring Standards

Outpatient/Ambulatory Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of the following:</p> <ul style="list-style-type: none"> • Care is provided by a healthcare provider, certified in their jurisdictions to prescribe medications, in an outpatient setting, such as clinics, medical offices, or mobile vans. • Only allowable services are provided to eligible people with HIV. • Services are provided as part of the treatment of HIV infection. • Specialty medical care relates to HIV infection and/or conditions arising from the use of HIV medications resulting in side effects. • Services are consistent with HHS Clinical Guidelines for the Treatment of HIV. • Services are not being provided in an emergency room, hospital, or any other type of inpatient treatment setting. <p>b) Documentation that diagnostic and laboratory tests are:</p> <ul style="list-style-type: none"> • Integral to the treatment of HIV and related complications, necessary based on established clinical practice, and ordered by a registered, certified, licensed provider. • Consistent with medical and laboratory standards. • Approved by the FDA and/or certified under the Clinical Laboratory Improvement Amendments (CLIA) Program. 	<ul style="list-style-type: none">) Ensure that client medical records document services provided, the dates and frequency of services provided, and that services are for the treatment of HIV.) Include clinical notes signed by the licensed service provider in patient records.) Maintain professional certifications and licensure documents, and make them available to the recipient upon request. d) For diagnostic and laboratory tests: <ul style="list-style-type: none"> • Document and include in client medical records when appropriate, and make available to the recipient upon request: <ul style="list-style-type: none"> - The number of diagnostic and laboratory tests performed. - The certification, licenses, or FDA approval of the laboratory from which tests were ordered. - The credentials of the individuals ordering the tests.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Maintain written agreements/contracts with Specialty Medical Care Providers • Ensure Specialty Medical Care service providers are credentialed by Medicaid and/or Medicare. • Ensure Specialty Medical Care service providers have entered into a participation agreement under the Medicaid State plan and be qualified to receive payments under such plan, or have received a waiver from this requirement. • Release encumbered services if services are not initiated within 90 days of Specialty Medical Care approval. • Ensure Specialty Medical Care service reports are received by the PCP prior to Specialty Medical Care service invoice being paid.

EXHIBIT K1

Section V: Support Services Guidelines

Ch 1. Emergency Financial Assistance (EFA)

Purpose

To establish service standards for Subrecipients providing Emergency Financial Assistance through PBC RW Part A/MAI.

Policy

Description:

Emergency Financial Assistance (EFA) provides limited one-time or short-term payments to assist the PBC RW Part A/MAI client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, and medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.

Program Guidance:

The Emergency Financial Assistance service category may assist with short-term assistance for medications. LPAP funds are not to be used for emergency or short-term financial assistance. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Direct cash payments to clients are not permitted.

Continuous provision of an allowable service to a client shall not be funded through emergency financial assistance.

Procedure

Subcategory A: Essential utilities, housing, food, transportation, etc.

Unit of Service Description

1 unit=1 emergency assistance

Service Specific Criteria & Required Documentation

Documented need for assistance based on income/expense ratio (Financial Assessment)

Caps/Limitations

Up to 4 accesses per grant year for no more than a combined total of \$1,000, and/or housing assistance as one access per 12 month period to equal 1 month of rent and/or one security deposit.

Subcategory B: Medication

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Prescription from a medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[**Appendix I- PBC RWIIAP Letter of Medical Necessity for Opioid Medications**](#)

EXHIBIT K1

Caps/Limitations

Dispensing of one (1) emergency medication not exceeding a thirty (30) day supply to a client during any 12-month period.

PBC RWHAP Local Monitoring Standards

- 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, 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/fmpdl.shtml

National Monitoring Standards

EXHIBIT K1

National Monitoring Standards

Emergency Financial Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of services and payments to verify that:</p> <ul style="list-style-type: none"> • EFA to individual clients is provided with limited frequency and for limited periods of time, with frequency and duration of assistance specified by the recipient. • Assistance is provided only for the following essential services: utilities, housing, food (including groceries and food vouchers), transportation, and medication. • Payments are made either through a voucher program or short-term payments to the service entity, with no direct payments to clients. • Emergency funds are allocated, tracked, and reported by type of assistance. • RWHAP is the payor of last resort. 	<p>a) Maintain client records that document for each client:</p> <ul style="list-style-type: none"> • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA. <p>b) Maintain and make available to the recipient program documentation of assistance provided, including:</p> <ul style="list-style-type: none"> • Number of clients and amount expended for each type of EFA. • Summary of the number of EFA services received by the client. • Methods used to provide EFA (e.g., payments to agencies, vouchers). <p>c) Provide assurance to the recipient that all EFA:</p> <ul style="list-style-type: none"> • Was for allowable types of assistance. • Was used only in cases where RWHAP was the payor of last resort. • Met recipient-specified limitations on amount, frequency, and duration of assistance to an individual client. • Was provided through allowable payment methods.

EXHIBIT K1

Ch 2. Food Bank/Home Delivered Meals (FBHDM)

Purpose

To establish service standards for Subrecipients providing Food Bank/Home Delivered Meals through PBC RW Part A/MAI.

Policy

Description:

Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Program Guidance:

Unallowable costs include household appliances, pet foods, and other non-essential products.

Procedure

Subcategory A: Food Bank

Unit of Service Description

1 unit=1 voucher or 1 food box

Service Specific Criteria & Required Documentation

Must apply for and maintain enrollment in Food Stamps, when eligible

Caps/Limitations

At or below 200% FPL; with 0-150% FPL receiving up to \$75 per client per month and 151-200% FPL receiving up to \$50 per client per month

Subcategory B: Nutritional Supplements

Unit of Service Description

1 unit=1 prescription

Service Specific Criteria & Required Documentation

Requires a prescription from a medical provider

Caps/Limitations

None

EXHIBIT K1**National Monitoring Standards**

Food Bank/Home Delivered Meals	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Services supported are limited to food banks, home-delivered meals, and/or food voucher programs. • Types of non-food items provided are allowable. • If water filtration/purification systems are provided, the community has water purity issues. <p>b) Assurance of:</p> <ul style="list-style-type: none"> • Compliance with federal, state, and local regulations, including any required licensure or certification for the provision of food banks and/or home-delivered meals. • Use of funds only for allowable essential non-food items. • Monitoring of providers to document actual services provided, client eligibility, number of clients served, and level of services to these clients. 	<ul style="list-style-type: none"> • Maintain and make available to the recipient documentation of: <ul style="list-style-type: none"> • Services provided by type of service, number of clients served, and levels of service. • The amount and use of funds for the purchase of non-food items, including the use of funds only for allowable non-food items. • Compliance with all federal, state, and local laws regarding the provision of food banks, home-delivered meals, and food voucher programs, including any required licensure and/or certifications. • Provide assurance that RWHAP funds were used only for allowable purposes and RWHAP was the payor of last resort.

EXHIBIT K1

Ch 4. Legal Services (LS) - Other Professional Services

Purpose

To establish service standards for Subrecipients providing Legal Services through PBC RW Part A/MAI.

Policy

Description:

Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. Such services may include:

- Legal services provided to and/or on behalf of the PBC RW Part A/MAI -eligible PWH and involving legal matters related to or arising from their HIV, including:
 - Assistance with public benefits such as Social Security Disability Insurance (SSDI)
 - Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under PBC RW Part A/MAI
 - Preparation of healthcare power of attorney, durable powers of attorney, and living wills
- Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:
 - Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
 - Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption
- Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits.

Program Guidance:

Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under PBC RW Part A/MAI.

See 2 CFR 200.459

Procedure

Unit of Service Description

1 unit=1 hour of service

Reimbursement is based on \$90 per billable hour of legal services

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Legal Services (Other Professional Services)	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that funds are used only for allowable professional services, such as:</p> <ul style="list-style-type: none"> • Legal Services. • Permanency Planning. • Income Tax Preparation. <p>b) Assurance that program activities do not include any criminal defense or class action suits unrelated to access to services eligible for funding under the RWHAP.</p>	<p>a) Document and make available to the recipient upon request, services provided, including specific types of professional services provided.</p> <p>b) Provide assurance that:</p> <ul style="list-style-type: none"> • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. <p>c) Document in each client file:</p> <ul style="list-style-type: none"> • Client eligibility. • A description of how professional services are necessitated by the individual's HIV status. • Types of services provided. • Hours spent in the provision of such services.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Competent provision of legal services to HIV/AIDS community and dependents. • Show evidence of State of Florida license to practice law (as applicable). • Training of paralegals and other support staff occurs for programmatic staff (those working with HIV/AIDS population). • Minimum training requirement (HIV 101 for support staff, HIV 104 for attorneys and paralegals). • Procedures in place to route calls/referrals to available staff, with reasonable response time to telephone inquiries/referrals. • Grievance procedures in place when client feels calls are not returned in a timely manner. • Records display intake documentation and outcome or resolution of presenting issue. • Notification of progress and outcome for resolution is provided to referring agency, if applicable. • Clients or caretakers receive disposition or resolution of legal issue.

EXHIBIT K1

Ch 5. Medical Transportation Services (MTS)

Purpose

To establish service standards for Subrecipients providing Medical Transportation Services through PBC RW Part A/MAI.

Policy

Description:

Medical Transportation is the provision of non-emergency transportation services that enables an eligible client to access or be retained in core medical and support services.

Program Guidance:

Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but shall not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

Procedure

Unit of Service Description

1 unit=1 trip/voucher

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Medical Transportation	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services.</p> <p>b) Documentation that services are provided through one of the following methods:</p> <ul style="list-style-type: none"> • A contract or some other local procurement mechanism with a provider of transportation services. • A voucher or token system that allows for tracking the distribution of vouchers or tokens. • A system of mileage reimbursement that does not exceed the federal per mile reimbursement rates. • A system of volunteer drivers, where insurance and other liability issues are addressed. • Purchase or lease of organizational vehicles for client transportation, with prior approval from HRSA HAB for the purchase. 	<p>a) Maintain program files that document:</p> <ul style="list-style-type: none"> • The level of services/number of trips provided. • The reason for each trip and its relation to accessing health and support services. • Trip origin and destination. • Client eligibility. • The cost per trip. • The method used to meet the transportation need. <p>b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation:</p> <ul style="list-style-type: none"> • Reimbursement methods that do not involve cash payments to service recipients. • Mileage reimbursement that does not exceed the federal reimbursement rate. • Use of volunteer drivers that appropriately addresses insurance and other liability issues. <p>c) Collection and maintenance of data documenting that funds are used only for transportation designed to help eligible individuals remain in medical care by enabling them to access medical and support services.</p> <p>d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).</p>

EXHIBIT K1

Ch 6. Non-Medical Case Management Services (NMCM)

Purpose

To establish service standards for Subrecipients providing Non-Medical Case Management services through PBC RW Part A/MAI.

Policy

Description:

Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate by the PBC RW Part A/MAI recipient.

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems

Program Guidance:

Non-Medical Case Management services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes (including Treatment Adherence).

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Non-Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • The scope of activity includes guidance and assistance to clients in obtaining medical, social, community, legal, financial, and other needed services. • Where benefits/entitlement counseling and referral services are provided, they assist clients in obtaining access to both public and private programs, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturers' Patient Assistance Programs, and other state or local healthcare and supportive services. • Services cover all types of encounters and communications (e.g., face-to-face, telephone contact, etc.). <p>b) Where transitional case management for justice-involved persons is provided, assurance that such services are provided either as part of discharge planning or for individuals who are in the correctional system for a brief period.</p>	<p>a) Maintain client records that include the required elements, as detailed by the recipient, including:</p> <ul style="list-style-type: none"> • Date of encounter. • Type of encounter. • Duration of encounter. • Key activities, including benefits/entitlement counseling and referral services.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 7. Psychosocial Support Services (PSS)

Purpose

To establish service standards for Subrecipients providing Psychosocial Support Services through PBC RW Part A/MAI

Policy

Description:

Psychosocial Support Services provide group or individual support and counseling services to assist eligible people with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (*see* Medical Nutrition Therapy Services)
- Pastoral care/counseling services

Program Guidance:

Funds under this service category may not be used to provide nutritional supplements (*See* Food Bank/Home Delivered Meals).

RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliation.

Funds may not be used for social/recreational activities or to pay for a client's gym membership.

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Psychosocial Support Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support)</p> <ul style="list-style-type: none"> • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. <p>b) Documentation that psychosocial support services meet all stated requirements:</p> <ul style="list-style-type: none"> • Counseling is provided by a licensed or accredited provider wherever such licensure or accreditation is either required or available. • Pastoral counseling is available to all individuals eligible to receive RWHAP services, regardless of their religious denominational affiliation. • Assurance that no funds under this service category are used for the provision of nutritional supplements, social/recreational activities, or gym memberships. 	<p>a) Document the provision of psychosocial support services, including:</p> <ul style="list-style-type: none"> • Types and level of activities provided. • Client eligibility determination. <p>b) Maintain documentation demonstrating that:</p> <ul style="list-style-type: none"> • Funds are used only for allowable services. • No funds are used for the provision of nutritional supplements. • Any pastoral care/counseling services are available to all clients regardless of their religious denominational affiliation

EXHIBIT O1

Ryan White HIV/AIDS Program Funded Agency's Programmatic Requirements

Failure to comply with these requirements, or to provide this 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 (DEPARTMENT) to monitor AGENCY to assure that its goals and objectives, as outlined in the Implementation Plan, **EXHIBIT A1**, 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 RWHAP 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 RWHAP eligibility every twelve (12) months, including screening for other public or private payor sources.
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 Ryan White HIV/AIDS Treatment Extension Act of 2009 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. RWHAP 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.

EXHIBIT O1

10. AGENCY must comply with Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP services must have documentation of eligibility, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Palm Beach County RWHAP manual;
 - b. If the AGENCY receiving RWHAP funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving RWHAP services must conform to statutory limitations;
 - c. 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;
 - d. The AGENCY must comply with Palm Beach County's Minimum Eligibility Criteria for HIV/AIDS Services, as approved by the HIV CARE Council;
 - e. The AGENCY must comply with the Palm Beach County RWHAP Service Standards of Care, as adopted by the HIV CARE Council; and
 - f. The AGENCY must establish and maintain a Quality Management program to plan, assess, and improve health outcomes through implementation of quality improvement processes. AGENCY must have at least 1 quality improvement project in-process at any time during the Agreement period. AGENCY must also participate in System of Care-level Quality Management activities initiated by the DEPARTMENT and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services delivered through Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP service standards.
 3. Aggregate performance metrics by quarter in the GY for each service category provided by the AGENCY as established by the HIV CARE Council and the DEPARTMENT. Performance metrics shall be reported to the DEPARTMENT quarterly.
 4. Other data requested by the DEPARTMENT as part of system-wide quality improvement projects.

EXHIBIT O1

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' RWHAP 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. The COUNTY has a requirement to ensure that at least 75% of RWHAP direct service funds are expended in Core Medical Services. Legislative authority for RWHAP service category priority-setting and resource allocation lies solely with the Palm Beach County HIV CARE Council, whose decisions may require changes in the Agreement. The COUNTY will monitor the expenditure of funds throughout the Agreement year to insure that the COUNTY is meeting federal requirements. The AGENCY agrees and understands that Support Services funding may be reduced in order to meet federal requirements. The AGENCY MUST notify COUNTY of its under spending in Core Medical Services in writing by the 15th of each month following a month when AGENCY has under spent Core Medical Services based on the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided. AGENCY'S failure to spend Core Medical Services funding may result in withholding Support Services reimbursements or redistributing funding to other agencies.
13. AGENCY must not expend RWHAP 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.
14. 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 RWHAP funds separately.
15. AGENCY must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
16. AGENCY agrees to share data within the RWHAP client database, per the signed authorization provided by clients, on an as needed basis with current or future HIV Coordinated Service Network providers.
17. 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.
18. AGENCY must comply with the Health Resources Services Administration (HRSA) National Monitoring Standards. The standards are subject to change periodically.
19. Funds provided to AGENCY, pursuant to this Agreement, shall not be used to do any of the following:

EXHIBIT O1

- a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
 1. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
 2. By an entity that provides health services on a prepaid basis.
- b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.

20. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with RWHAP funds.
21. AGENCY must have policies in place to monitor any subcontractor providing services on behalf of the AGENCY that is paid with RWHAP 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. When applicable, subcontractors must agree to accept fee schedules established by the RWHAP as payment for services rendered.
22. Administrative costs, inclusive of direct and indirect costs, shall not exceed 10% of the contracted amount of this Agreement, as per RWHAP grant guidelines.
 - a. AGENCY is permitted to apply a 10% de Minimis indirect cost rate on a base of modified total direct costs, per 2 CFR 200.501.

23 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 RWHAP clients or any other AGENCY clients. All of the incidents require that immediate action is taken to protect RWHAP 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 RWHAP 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 RWHAP minor clients or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect RWHAP 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.

EXHIBIT O1

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 RWHAP-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.

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, Lab 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:

EXHIBIT O1



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 2 CFR 200 and 2 CFR 300 .

EXHIBIT O1

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 RWHAP 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 RWHAP 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 RWHAP 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 RWHAP 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, quality management, and fiscal designees, to attend all RWHAP Subrecipient providers' meetings.
32. AGENCY agrees to have in place a grievance process by which client complaints against the AGENCY with respect to RWHAP -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 race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information. AGENCY shall notify current clients and all other individuals presenting for services provided through RWHAP 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. Refer to:

EXHIBIT O1

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

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.

37. AGENCY agrees to participate in site visits/programmatic reviews conducted by the COUNTY. AGENCY agrees to ensure that programmatic and fiscal designees and other appropriate staff, as requested by the COUNTY, are in attendance at all site visits and that all requested documentation is provided on or before Day 1 (one) of monitoring , including descriptions of accounts payable systems and policies. AGENCY must provide access to appropriate and applicable files, policy manuals, records, staff members, etc., as requested by the COUNTY. Failure by the AGENCY to adhere to these requirements will result in a Contractual Finding cited in the monitoring report. The Fiscal Monitoring template is included in the Palm Beach County RWHAP Program Manual for reference. Unannounced site visits may also be conducted by the COUNTY when the COUNTY deems appropriate.
38. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the work conducted under this Agreement, its conduct results, or data gathered or processed should be released by AGENCY without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to AGENCY. Should any such information be released by COUNTY or by AGENCY with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

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 2 CFR 200.205 and 2 CFR 300.305. 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 Ryan White-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.

EXHIBIT O1

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.

39. AGENCY must apply a reasonable allocation methodology for the attribution of costs and program income generated by the Ryan White-eligible client that received the service and be able to document the methodology used. AGENCY must expend funds available from program income an allowable expenses before requesting additional cash payment reimbursements for services provided under the terms of this agreement.
40. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:
 - PCN 15-03 Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income
 - 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 Ryan White HIV/AIDS Program (RWHAP) grant resources.
 - PCN 16-02 Eligible Individuals & Allowable Uses of Funds for Discretely Defined Categories of Services regarding eligible individuals and the description of allowable service categories for Ryan White HIV/AIDS Program and program guidance for implementation.
 - PCN 15-02 RWHAP expectations for clinical quality management (CQM) programs.
 - PCN 16-01 RWHAP recipients may not deny the delivery of RWHAP services, including prescription drugs, to a veteran who is eligible to receive RWHAP services. RWHAP recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive RWHAP services.
41. AGENCY must have a system in place to document time and effort for direct program staff supported by RWHAP funds and must submit a written time and effort reporting policy to the COUNTY. The policy must adhere to 2 CFR 200.430. Time and effort reporting will be monitored periodically by the COUNTY.
42. AGENCY must ensure it tracks expenditure data through this award for services provided for women, infants, children and youth (WICY) living with HIV/AIDS. Expenditure data for each grant period (March 1-February 28) must be tracked separately for each WICY priority population, and reported annually to Recipient no later than April 30.
43. 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.

EXHIBIT O1

44. 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.
45. AGENCY must comply with information contained in EXHIBIT G (Subaward Data).
46. 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
47. 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.
48. 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)
49. 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.
50. AGENCY will be provided a budget amount included in the total agreement amount stated in ARTICLE 5 above, for purposes of supporting a Continuous Quality Management (CQM) Program. Recipient's Quality Management Program must approve proposed CQM plan prior to Agency initiating work. If approved, the CQM program will have its own budget line. Reimbursements for this category will be submitted in the same manner as all other categories.
51. AGENCY may request advanced payment for services rendered in accordance to agreement terms. Department of Health Resources & Services Administration (HRSA) guidelines, and the Ryan White Part A Agency Reimbursement Policy. The County shall pay to the AGENCY, as an advance payment 1/12 of their eligible contracted service category budget as approved by Palm Beach County for eligible services to be provided.
52. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
53. 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

EXHIBIT O1

training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

- A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
- A tracking component so that AGENCY or the COUNTY can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

EXHIBIT Q

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED.

I, the undersigned, am an officer or representative of Monarch Hand Mr Services Inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

(Signature of Officer or Representative)

Damion Baker
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 18th day of December, 2025, by Damon Baile.

Personally known OR produced identification

Type of identification produced

1. *Leucosia* *leucostoma* (Fabricius) *leucostoma* (Fabricius) *leucostoma* (Fabricius)

NOTARY PUBLIC (Signature)

My Commission Expires

State of Florida at Large.



(Notary Seal)

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N18000009617

Entity Name: MONARCH HEALTH SERVICES, INC**Current Principal Place of Business:**2580 METROCENTRE BLVD
SUITE 1
WEST PALM BEACH, FL 33407**Current Mailing Address:**2580 METROCENTRE BLVD
SUITE 1
WEST PALM BEACH, FL 33407 US**FEI Number:** 35-2640151**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**BAKER, DAMION
6647 CONCH CT
BOYNTON BEACH, FL 33437 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	TREASURER	Title	CHAIRMAN
Name	MICHEL, KARL DR.	Name	MACCARTHY, TRICIA
Address	4615 CAPITAL DRIVE	Address	3199 E COMMUNITY DRIVE
City-State-Zip:	LAKE WORTH FL 33463	City-State-Zip:	JUPITER FL 33458
Title	DIRECTOR	Title	CEO
Name	JACKSON OLGIVIE, NASHIKA	Name	BAKER, DAMION
Address	4142 ONEGA CIRCLE	Address	6647 CONCH CT
City-State-Zip:	WEST PALM BEACH FL 33409	City-State-Zip:	BOYNTON BEACH FL 33437
Title	SECRETARY	Title	DIRECTOR
Name	SANDY, BOISROND	Name	BROWN, CHARMAINE
Address	520 EAST DR	Address	5080 B ELMHURST ROAD
City-State-Zip:	NORTH MIAMI BEACH FL 33162	City-State-Zip:	WEST PALM BEACH FL 33417

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.***SIGNATURE:** DAMION BAKER**EXECUTIVE DIRECTOR**

02/06/2025

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Chaim Berkovic
Skyscraper Insurance Services Inc. 296 N Main St		PHONE (A/C, No, Ext): (212) 470-1953
		FAX (A/C, No): (646) 774-3269
		E-MAIL ADDRESS: Tfriedman@skyscraperinsurance.com
INSURED		INSURER(S) AFFORDING COVERAGE
Spring Valley NY 10977		INSURER A: STARSTONE SPECIALTY INS CO.
Monarch Health Services, Inc. 2580 Metrocentre Blvd, Suite 1		INSURER B: ASSOCIATED INDUSTRIES INS CO INC
West Palm Beach FL 33407		NAIC # 23140
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X	HLC00495452P-00	05/20/2025	05/20/2026	EACH OCCURRENCE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y/N <input checked="" type="checkbox"/> N A	AWC1212154	12/13/2024	12/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$
	EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per person) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y/N <input type="checkbox"/> N A	HLC00495452P-00	05/20/2025	05/20/2026	BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PROPERTY DAMAGE (Per accident) \$
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
						Each Claim 3,000,000
						General Aggregate 1,000,000

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

The Certificate holder is listed as additional insured

CERTIFICATE HOLDER		CANCELLATION	
Palm Beach County Board of County Commissioners A Political Subdivision of the State of Florida and its Officers, Employees and Agents		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
Insurance Compliance c/o EBIX, Inc. PO Box 100085 DX Duluth		AUTHORIZED REPRESENTATIVE 	
GA 3009			

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Chaim Berkovic	
Skyscraper Insurance Services Inc. 296 N Main St		PHONE (A/C, No, Ext): (212) 470-1953	FAX (A/C, No): (646) 774-3269
		E-MAIL ADDRESS: Tfriedman@skyscraperinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Spring Valley NY 10977		INSURER A: ASCOT INSURANCE COMPANY	
		INSURER B: ASSOCIATED INDUSTRIES INS CO INC	23140
INSURED		INSURER C:	
Monarch Health Services, Inc. 2580 Metrocentre Blvd, Suite 1		INSURER D:	
		INSURER E:	
West Palm Beach FL 33407		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE		ADD'L SUBR INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY		X	AHC241000028901	05/20/2024	05/20/2025	EACH OCCURRENCE		\$ 1,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 50,000	
							MED EXP (Any one person)		\$ 25,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LCC OTHER:						PERSONAL & ADV INJURY		\$ 1,000,000	
AUTOMOBILE LIABILITY		GENERAL AGGREGATE		\$ 3,000,000						
ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PRODUCTS - COMP/OP AGG		\$ 1,000,000						
				\$						
UMBRELLA LIAB		COMBINED SINGLE LIMIT (Ea accident)		\$						
EXCESS LIAB		BODILY INJURY (Per person)		\$						
DED <input type="checkbox"/> RETENTION \$		BODILY INJURY (Per accident)		\$						
		PROPERTY DAMAGE (Per accident)		\$						
				\$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EACH OCCURRENCE		\$						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		AGGREGATE		\$						
				\$						
B	Y/N		N/A	TWC4703298	12/13/2025	12/13/2026	<input checked="" type="checkbox"/> PER STATUTE		OTH-ER	
	N						E.L. EACH ACCIDENT		\$ 100,000	
							E.L. DISEASE - EA EMPLOYEE		\$ 100,000	
		E.L. DISEASE - POLICY LIMIT		\$ 500,000						
A	Professional Liability			AHC241000028901	05/20/2024	05/20/2025	Each Claim		\$ 3,000,000	
							Each Occurrence		\$ 1,000,000	

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

The Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
A Political Subdivision of the State of Florida
and its Officers, Employees and Agents

Insurance Compliance c/o EBIX, Inc.
PO Box 100085 -
DX Duluth, GA 3009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Fisch



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 954-772-8232 E-MAIL ADDRESS: COI@dtrtinsurance.com	FAX (A/C, No):
DTRT Insurance Group, Inc 12550 W ATLANTIC BLVD		INSURER(S) AFFORDING COVERAGE	
CORAL SPRINGS		FL 33071	NAIC #
INSURER A: INFINITY ASSURANCE INS CO		39497K	
INSURED		INSURER B:	
MONARCH HEALTH SERVICES INC 2580 Metrocentre Blvd Ste 1 Suite 1 West palm beach		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
FL 33407			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL/SUBR/ INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
CLAIMS-MADE <input type="checkbox"/> OCCUR						
GEN'L AGGREGATE LIMIT APPLIES PER:						
POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
OTHER:						
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 10,000 BODILY INJURY (Per accident) \$ 20,000 PROPERTY DAMAGE (Per accident) \$ 10,000 \$
A	ANY AUTO ALL OWNED AUTOS HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	50026481501	9/10/2025	9/10/2026	
UMBRELLA LIAB		OCCUR				EACH OCCURRENCE \$ AGGREGATE \$ \$
EXCESS LIAB		CLAIMS-MADE				
DED		RETENTION \$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A			PER STATUTE \$ OTHE R E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Physical Damage		50026481501	9/10/2025	9/10/2026	Deductibles - Comp: \$500, Coll: \$500
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER		CANCELLATION	
Palm Beach County Board of County Commissioners Political Subdivision of the State of Florida and its Officers, Employees, and Agents Insurance Compliance c/o EBIX, Inc. P.O. Box 100085-DX		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	
		<i>Kristian Shaffer</i>	

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FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (**Amendment**) is made as of the ____ day of _____, 2026, 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 Midway Specialty Care Center, Inc., hereinafter referred to as the **AGENCY**, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **46-1773887**.

In consideration of the mutual promises contained herein, the **COUNTY** and the **AGENCY** agree as follows:

WITNESSETH:

WHEREAS, on May 14, 2024, the above-named parties entered into a three-year Subrecipient Agreement (R2024-0528) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed \$360,507.00; and

WHEREAS, the need exists to amend the Agreement in order to: decrease the not-to exceed Agreement amount by amending **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY**; revise **ARTICLE 15 NONDISCRIMINATION**; replace **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; revise **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES**; revise **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**; add **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT**; replace **EXHIBIT A** with **EXHIBIT A1**; replace **EXHIBIT B** with **EXHIBIT B1**; replace **EXHIBIT G** with **EXHIBIT G1**; replace **EXHIBIT K WITH EXHIBIT K1**; replace **EXHIBIT O** with **EXHIBIT O1**; add **EXHIBIT Q**, all as more fully set forth herein, and

NOW, THEREFORE, the above-named parties hereby mutually agree that the Agreement entered into on May 14, 2024, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference.
- II. The first paragraph of **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** shall be replaced in its entirety with the following:

The total amount to be paid by the **COUNTY** under this Agreement for all services and materials shall not exceed a total Agreement amount of **THREE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED ELEVEN DOLLARS AND ZERO CENTS (\$336,111.00) OF WHICH ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS AND ZERO CENTS (\$120,169.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED SEVEN THOUSAND NINE HUNDRED**

SEVENTY-ONE DOLLARS AND ZERO CENTS (\$107,971.00) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS, subject to the availability of funds and annual budget approval by the Board of County Commissioners.

III. **ARTICLE 15 NONDISCRIMINATION** is revised to read as follows:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

The AGENCY hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86); the Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

IV. Replace the title and content of **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** with:

DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

V. The first paragraph of **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES** is revised to read as follows:

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 2 C.F.R 200.317 – 2 C.F.R 200.28 Procurement Standards and 42 U.S.C. § 18116 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title.

VI. **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS** is revised to read as follows: AGENCY acknowledges that False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

VII. **ARTICLE 57 HUMAN TRAFFICKING AFFIDAVIT** is added to the Agreement to read as follows:

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

VIII. **EXHIBIT A IMPLEMENTATION PLAN** is replaced in its entirety by **EXHIBIT A1-IMPLEMENTATION PLAN**, attached hereto and incorporated herein by reference.

IX. **EXHIBIT B UNITS OF SERVICE RATE AND DEFINITIONS** is replaced in its entirety by **EXHIBIT B1 UNITS OF SERVICE RATE AND DEFINITIONS** attached hereto and incorporated herein by reference.

X. **EXHIBIT G SUBAWARD** is replaced in its entirety by **EXHIBIT G1 SUBAWARD** attached hereto and incorporated herein by reference.

XI. **EXHIBIT K SERVICE CATEGORY DEFINITIONS** is replaced in its entirety by **EXHIBIT K1 SERVICE CATEGORY DEFINITIONS** attached hereto and incorporated herein by reference

XII. **EXHIBIT O AGENCY'S PROGRAMMATIC REQUIREMENTS** is replaced in its entirety by **EXHIBIT O1 AGENCY'S PROGRAMMATIC REQUIREMENTS**, attached hereto and incorporated herein by reference.

XIII. **Add EXHIBIT Q HUMAN TRAFFICKING AFFIDAVIT**, attached hereto and incorporated herein by reference

XIV. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Michael A. Caruso

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: _____
Sara Baxter, Mayor

AGENCY:

Midway Specialty Care Center, Inc.

Signed by:

BY: Kathryn E Hayden
48AEE78B00F841C
Authorized Signature

Kathryn E Hayden

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
Initial JBR
Assistant County Attorney

BY: James Green
F84BD58B0CEE433
Signed by:
Department Director
Community Services Department

EXHIBIT A1

Agency Name:	Midway Specialty Care Center Palm Beach		
Grant Year: 2025	Service Category:	Laboratory Diagnostic Services	
	Total Amount:	\$16,428	
Service Category Goal: The provision of diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing.			
Objective: 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 virally suppressed from baseline % to target % through the provision of Laboratory Diagnostic Services with outcomes addressing disparities that persist among populations overburdened by HIV.	1 unit= 1 lab test	75	324
		Cost per Person	Cost per Unit
		\$219	\$51
Performance Measure Outcome:	HIV Viral Load Suppression		
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	83%	
	Target (%)	85%	

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	Midway Specialty Care Center Palm Beach			
Grant Year: 2025	Service Category:	Outpatient/Ambulatory Health Services		
	Total Amount:	\$27,372		
Service Category Goal: The provision of diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include: clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.				
Objective: 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 virally suppressed from baseline % to target % through the provision of Outpatient/Ambulatory Health Services with outcomes addressing disparities that persist among populations overburdened by HIV.	1 unit= 1 CPT Code	110	282	
		Cost per Person	Cost per Unit	
		\$249	\$97	
Performance Measure Outcome:	HIV Viral Load Suppression			
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	84%		
	Target (%)	95%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	Midway Specialty Care Center Palm Beach			
Grant Year: 2025	Service Category:	Medical Case Management		
	Total Amount:	\$25,138		
Service Category Goal: The provision of a range of client-centered activities focused on improving health outcomes (including treatment adherence) in support of the HIV care continuum. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).				
Objective: Quantifiable time limited objective related to the service listed above		Service Unit Definition	Number of Persons to be Served	
At the end of the project period, increase the number of clients retained in HIV medical care and virally suppressed from baseline % to target % through the provision of Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 minutes of service	206	
			Cost per Person	
			\$122	
			Cost per Unit	
			\$9	
Performance Measure Outcome: HIV Viral Load Suppression (Baseline= 1st yr; Target= 3rd year)				
Baseline (%) Category: No Baseline				
Target (%) Category: No Baseline				
Retention in HIV Medical Care (Baseline= 1st yr; Target= 3rd year)				
Baseline (%) Category: No Baseline				
Target (%) Category: No Baseline				

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	Midway Specialty Care Center Palm Beach				
Grant Year: 2025	Service Category:	Non-Medical Case Management			
	Total Amount:	\$34,873			
Service Category Goal: The provision of coordination, guidance, and assistance in accessing medical, social, community, legal, financial, employment, vocational, and/or other needed services. NMCM Services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible. NMCM Services includes all types of case management encounters (e.g., face-to-face, telehealth, phone contact, and any other forms of communication).					
<i>Objective: Quantifiable time limited objective related to the service listed above</i>		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 retained in HIV medical care and virally suppressed from baseline % to target % through the provision of Non-Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 minutes of service	258	3,661	
			<i>Cost per Person</i>	<i>Cost per Unit</i>	
			\$135	\$10	
Performance Measure Outcome:					
(Baseline= 1st yr; Target= 3rd year)		Retention in HIV Medical Care			
		Baseline (%)	94%		
		Target (%)	95%		
HIV Viral Load Suppression					
		Baseline (%)	82%		
		Target (%)	95%		

EXHIBIT B1

UNITS OF SERVICE RATE AND DEFINITION
GRANT YEAR 2024 – 2026 RYAN WHITE PART A – CONTRACT

MIDWAY SPECIALTY CARE CENTER, INC.				
Core Medical Services	GY24	GY25	GY26	Total
Laboratory Diagnostic Testing	\$13,340	\$16,428	\$16,428	\$46,196
Outpatient/Ambulatory Medical Care	\$27,372	\$27,372	\$27,372	\$82,116
Subtotal Core Medical Services	\$40,712	\$43,800	\$43,800	\$128,312
Support Services	GY24	GY25	GY26	Total
Medical Case Management	\$40,424	\$25,138	\$25,138	\$90,700
Non - Medical Case Mgt.	\$34,873	\$34,873	\$34,873	\$104,619
Subtotal Support Services	\$75,297	\$60,011	\$60,011	\$195,319
Combined Core Medical and Support Services	GY24	GY25	GY26	Total Combined
				Amount
Total	\$116,009	\$103,811	\$103,811	\$323,631
Continuous Quality Management (CQM) Program				
	\$4,160	\$4,160	\$4,160	\$12,480
Total	\$120,169	\$107,971	\$107,971	\$336,111

Annual allocations do not rollover to future years if unspent

Expenses will be reimbursed monthly by services category based on each service standard of care outlined in the Palm Beach County Ryan White HIV/AIDS Program Manual. The backup documentation – copies of paid receipts, copies of checks, invoices, CPT/CDT codes, service records, or any other applicable documents acceptable to the Palm Beach County Department of Community Services may be requested at a desk audit and/or on-site monitoring on a periodic basis.

EXHIBIT G1

SUBAWARD

(i)	Subrecipient Name	MIDWAY SPECIALTY CARE CENTER, INC.
(ii)	Subrecipient Unique Entity Identifier:	46-1773887
(iii)	Federal Award Identification Number (FAIN):	H8900034
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	7/29/2025
(v)	Subaward Period of Performance Start Date:	03/01/2025
	Subaward Period of Performance End Date:	02/28/2026
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$107,971.00
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$107,971.00
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$107,971.00
(ix)	Federal Award Project Description:	HIV Emergency Relief Project Grants
(x)	Name of Federal Awarding Agency:	U.S. Department of Health and Human Services
	Name of Pass-Through Entity:	Palm Beach County Board of Commissioners
	Contact Information for Federal Awarding Official:	Marie E. Mehaffey MMehaffey@hrsa.gov (301) 945-3934
	Contact Information for Palm Beach County Authorizing Official:	Sara Baxter SBaxter@pbc.gov 561-355-2206
	Contact Information for Palm Beach County Project Director:	Dr. Casey Messer cmesser@pbc.gov (561) 355-4730
(xi)	CFDA Number and Name:	93.914 HIV Emergency Relief Project Grants
(xii)	Identification of Whether Subaward 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.

EXHIBIT K1

Section IV: Core Medical Services Guidelines

Ch 1. Local- AIDS Pharmaceutical Assistance Program (LPAP)

Purpose

To establish service standards for Subrecipients providing Local AIDS Pharmaceutical Assistance Program services through PBC RW Part A/MAI.

Policy

Description:

The Local Pharmaceutical Assistance Program (LPAP) is a supplemental means of providing ongoing medication assistance when Florida RWHAP ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

Subrecipients 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
- Participate in the QMEC committee when reviewing LPAP formulary needs
- Utilize the drug formulary that is approved by the QMEC Committee (Service Delivery Standards)
- Establish and maintain a drug distribution system
- Screening for alternative medication payer sources, including but not limited to Patient Assistance Programs (PAP), rebate/discount programs, Health Care District, and Florida RWHAP ADAP prior to dispensing.
- Implementation in accordance with requirements of the HRSA 340B Drug Pricing Program (including the Prime Vendor Program)

Program Guidance:

LPAP funds are not to be used for emergency or short-term financial assistance. The Emergency Financial Assistance service category may assist with short-term assistance for medications. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Medications may be added to the LPAP formulary by request to the Ryan White Program Manager. LPAP formulary additions must be approved by the PBC HIV CARE Council QMEC Committee.

Procedure

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Referral documentation, including prescription by medical provider

Letter of Medical Necessity for Chronic Opioid Medication

[Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications](#)

Caps/Limitations

Medications dispensed must not be included on the ADAP formulary

EXHIBIT K1

National Monitoring Standards

Local AIDS Pharmaceutical Assistance Program	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>b) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has:</p> <ul style="list-style-type: none"> • A client enrollment and eligibility process that includes screening for ADAP and LPAP eligibility consistent with guidance put forth in HRSA HAB PCN 21-02. • Uniform benefits for all enrolled clients throughout the EMA or TGA. • An LPAP advisory board. • Compliance with the RWHAP requirement of payor of last resort. • A recordkeeping system for distributed medications. • A drug distribution system that includes a drug formulary approved by the local advisory committee/board. <p>c) Documentation that the LPAP is not dispensing medications:</p> <ul style="list-style-type: none"> • As a result or component of a primary medical visit. • As a single occurrence of short duration (an emergency). <ul style="list-style-type: none"> • While awaiting ADAP eligibility determination. • By vouchers to clients on a single occurrence. <p>c) Documentation that the LPAP is:</p> <ul style="list-style-type: none"> • Consistent with the most current HHS Clinical Practice Guidelines for the Use of Antiretroviral Agents in HIV-1-Infected Adults and Adolescents. • Coordinated with the state's ADAP. • Implemented in accordance with requirements of the 340B Drug Pricing Program, Prime Vendor Program, and/or Alternative Methods Project. 	<ul style="list-style-type: none"> • Provide to the Part A recipient, on request, documentation that the LPAP meets HRSA HAB requirements. • Maintain documentation, and make available to the recipient upon request proof of client LPAP eligibility that includes HIV status, residency, medical necessity, and low-income status, as defined by the EMA/TGA, based on a specified percentage of the FPL. • Provide reports to the recipient on the number of individuals served and the medications provided.
PBC RWHAP Local Monitoring Standards	
<ul style="list-style-type: none"> • Dispensing of a medication to a client on an ongoing basis, requiring more than a thirty (30) day supply during any 12-month period. • A client must apply, and be denied access to the medication from all other medication assistance programs for which the client may be eligible (ADAP, pharmaceutical manufacturer patient assistance program, etc.). • Medications dispensed must not be included on the ADAP formulary. Clients needing emergency access to medications included on the ADAP formulary shall utilize Emergency Financial Services. • 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. • Any ongoing 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. medication is included on the ADAP formulary). 	

*Florida Medicaid PDL https://ahca.myflorida.com/medicaid/Prescribed_Drug/pharm_thera/fmpdl.shtml

EXHIBIT K1

Ch 2. Early Intervention Services (EIS)

Purpose

To establish service standards for Subrecipients providing Early Intervention Services through PBC RW Part A/MAI.

Policy

Description:

The RWHAP legislation defines EIS for Parts A, B, and C. See § 2651(e) of the Public Health Service Act.

Program Guidance:

The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. Subrecipients shall include the following four components:

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

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

Client is not required to meet PBC RW Part A/MAI eligibility criteria to receive EIS services

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Early Intervention Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Part A funds are used for HIV testing only where existing federal, state, and local funds are not adequate, and RWHAP funds will supplement and not supplant existing funds for testing. • Individuals who test positive are referred and linked to healthcare and supportive services. • Health education and literacy training are provided, enabling clients to navigate the HIV system. • EIS is provided at or in coordination with documented key points of entry. • EIS is coordinated with HIV prevention efforts and programs. 	<p>) Establish MOUs with key points of entry into care to facilitate access to care for those who test positive.</p> <p>) Document provision of all four required EIS components with Part A or other funding.</p> <p>) Document and report on numbers of HIV tests and positives, as well as where and when Part A-funded HIV testing occurs.</p> <p>) Document that HIV testing activities and methods meet the Centers for Disease Control and Prevention (CDC) and state requirements.</p> <p>) Document the number of referrals for healthcare and supportive services.</p> <p>f) Document referrals from key points of entry to EIS programs.</p> <p>) Document training and education sessions designed to help individuals navigate and understand the HIV system of care.</p> <p>) Establish linkage agreements with testing sites where Part A is not funding testing but is funding referral and access to care, education, and system navigation services.</p> <p>Obtain written approval from the recipient to provide EIS in points of entry not included in the original scope of work.</p>

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • EIS staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources. • Documentation of the Subrecipient effort to link the client to an initial medical appointment, including lab testing and initiation of ART, within 30 days. • Of those clients who attended their initial medical appointment: documentation of the client's attendance (or lack thereof) to a follow-up medical appointment, including completed lab tests, within no more than 90 days from initial appointment. • Documentation of achieving viral suppression OR being referred to case management for adherence support before closing to EIS services.

EXHIBIT K1

Ch 3. Health Insurance Premium & Cost Sharing Assistance (HIPCSA)

Purpose

To establish service standards for Subrecipients providing Health Insurance Premium & Cost Sharing Assistance through PBC RW Part A/MAI.

Policy

Description:

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program.

The service provision consists of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients
- Paying cost-sharing on behalf of the client

Program Guidance:

See PCN 18-01: Clarifications Regarding the use of RWHAP Funds for Health Care Coverage Premium and Cost Sharing Assistance

Procedure

Unit of Service Description

1 unit= 1 deductible, 1 co-payment, OR 1 monthly premium

Service Specific Criteria & Required Documentation

Summary of Benefits from Coverage

Caps/Limitations

An approved plan released annually

[Appendix J- PBC RW Part A/MAI Health Insurance Continuation Guidance](#)

EXHIBIT K1

National Monitoring Standards

Health Insurance Premium & Cost Sharing Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> ○ Documentation of an annual cost-effectiveness analysis illustrating the greater benefit of purchasing public or private health insurance, pharmacy benefits, copays, and/or deductibles for eligible low-income clients compared to the full cost of medications and other appropriate HIV outpatient/ambulatory health services. ○ Documentation that the insurance plan purchased provides comprehensive primary care and a full range of HIV medications. ○ Documentation that the (Oral Health) insurance plan purchased provides comprehensive oral healthcare services. ○ Documentation, including a physician's written statement that the eye condition is related to HIV infection 	<ul style="list-style-type: none"> ○ Conduct an annual cost-effectiveness analysis (if not done by the recipient) that addresses the noted criteria. ○ Provide proof that where RWHAP funds cover premiums, the insurance policy provides comprehensive primary care and a formulary with a full range of HIV medications. ○ Provide proof that where RWHAP funds cover premiums, the dental insurance policy provides comprehensive oral healthcare services. ○ d) Maintain proof of low-income status. ○ Provide documentation demonstrating that funds were not used to cover costs associated with the creation, capitalization, or administration of liability risk pools or Social Security costs. ○ When funds are used to cover copays for prescription eyewear, provide a physician's written statement that the eye
<ul style="list-style-type: none"> when funds are used for copays of eyewear. ○ Assurance that any cost associated with the creation, capitalization, or administration of a liability risk pool is not being funded by RWHAP. ○ Assurance that RWHAP funds are not being used to cover costs associated with Social Security. ○ Documentation of clients' low-income status as defined by the EMA/TGA 	<ul style="list-style-type: none"> condition is related to HIV infection. ○ Have policies and procedures outlining processes for informing, educating, and enrolling people in healthcare and documenting the vigorous pursuit of those efforts. ○ Develop a system to ensure funds pay only for in-network outpatient services. ○ Coordinate with CMS, including entering into appropriate agreements, to ensure that funds are appropriately included in TrOOP or donut hole costs.

EXHIBIT K1

Ch 4. Medical Case Management Services (MCM)

Purpose

To establish service standards for Subrecipients providing Medical Case Management Services through PBC RW Part A/MAI.

Policy

Description:

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum.

Activities provided under this service category may be provided by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented activities above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Program Guidance:

Activities provided under the Medical Case Management service category have as their objective improving health care outcomes (including Treatment Adherence), whereas those provided under the Non-Medical Case Management service category have as their objective providing guidance and assistance in improving access to needed services.

Visits to ensure readiness for, and adherence to, complex HIV treatments shall be considered Medical Case Management or Outpatient/Ambulatory Health Services. Treatment Adherence services provided during a Medical Case Management visit shall be reported in the Medical Case Management service category whereas Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit shall be reported under the Outpatient/Ambulatory Health Services category.

EXHIBIT K1

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

National Monitoring Standards

Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<ul style="list-style-type: none"> Documentation that Subrecipients are trained professionals, either medically credentialed persons or other healthcare staff who are part of the clinical care team. Documentation that the following activities are being carried out for clients as necessary: <ul style="list-style-type: none"> Initial assessment of service needs. Development of a comprehensive, individualized care plan. Coordination of services required to implement the plan. Continuous client monitoring to assess the efficacy of the plan. Periodic re-evaluation and adaptation of the plan at least every six months during the enrollment of the client. Documentation in program and client records of case management services and encounters, including: <ul style="list-style-type: none"> Types of services provided. Types of encounters/communication. Duration and frequency of the encounters. Documentation in client records of services provided, such as: <ul style="list-style-type: none"> Client-centered services that link clients with healthcare, psychosocial, and other services and assist them in accessing other public and private programs for which they may be eligible. Coordination and follow up of medical treatments. Ongoing assessment of the client's and other key family members' needs and personal support systems. Treatment adherence counseling. Client-specific advocacy. 	<ul style="list-style-type: none"> Provide written assurances and maintain documentation showing that medical case management services are provided by trained professionals who are either medically credentialed or trained healthcare staff and operate as part of the clinical care team. Maintain client records that include the required elements for compliance with contractual and RWHAP programmatic requirements, including required case management activities, such as services and activities, the type of contact, and the duration and frequency of the encounter.

PBC RWHAP Local Monitoring Standards	
<ul style="list-style-type: none"> Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources. 	

EXHIBIT K1

Ch 5. Mental Health Services (MHS)

Purpose

To establish service standards for Subrecipients providing Mental Health Services through PBC RW Part A/MAI.

Policy

Description:

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

Program Guidance:

Mental Health Services are allowable only for PWH who are eligible to receive PBC RW Part A/MAI services.

Procedure

Unit of Service Description

1 unit=1 hour of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Mental Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state.</p> <p>b) Documentation of the existence of a detailed treatment plan for each eligible client that includes:</p> <ul style="list-style-type: none"> • The diagnosed mental illness or condition. • The treatment modality (group or individual). • Start date for mental health services. • Recommended number of sessions. • Date for reassessment. • Projected treatment end date. • Any recommendations for follow up. <p>• The signature of the mental health professional rendering service.</p> <p>c) Documentation of service provided to ensure that:</p> <ul style="list-style-type: none"> • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan. 	<p>Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals.</p> <p>b) Maintain client records that include:</p> <ul style="list-style-type: none"> • A detailed treatment plan for each eligible client that includes the required components and signature. • Documentation of services provided, dates, and consistency with RWHAP requirements and with individual client treatment plans.

PBC RWHAP Local Monitoring Standards	
Psychological Assessment:	
<ul style="list-style-type: none"> • Clients receiving assessment have documentation of a referral in Provide. • Assessments include: <ul style="list-style-type: none"> • Relevant history • Current functioning • Assessment of medical/psychological/ social needs • Mental status • Diagnostic impression based upon DSM IVTR criteria Axis I through IV • Clients have initial screening within 10 business days of referral. If not completed within 10 days, documented attempts must be evident. • Clients that present with imminent risk to self or others have immediate crisis intervention. • Clients receive assessment of cultural/language preferences. 	
(eliminated Intimal Treatment Plan as it's required under HRSA NMS)	
Progress in Treatment Plan:	
<ul style="list-style-type: none"> • Client Records document progress towards meeting goals or variance explained. • Desired outcomes should be achieved in accordance with treatment plan. • Client treatment plans are updated (at a minimum) every 12 sessions or every 6 months, whichever occurs first, and/or at discharge. • Progress reports shared with case management agency for clients who have provided consent. 	

EXHIBIT K1

Ch 6. Oral Health Care (OHC)

Purpose

To establish service standards for Subrecipients providing Oral Health Care through PBC RW Part A/MAI.

Policy

Description:

Oral Health Care activities include outpatient diagnosis, prevention, and therapy provided by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

Program Guidance:

Oral Health Care shall be provided based on the following priorities:

- Elimination of infection, preservation of dentition and restoration of functioning
- Elimination of presenting symptoms, including control of pain and suffering
- Prevention of oral and/or systemic disease where the oral cavity serves as an entry point

Procedure

Subrecipient shall adhere to the American Dental Association Dental Practice Parameters.

Unit of Service Description

1 unit=1 CDT Code

Reimbursement is based on Florida Medicaid Dental General Fee Schedule

Service Specific Criteria & Required Documentation

None

Caps/Limitations

Maximum of 24 visits per client annually

EXHIBIT K1

National Monitoring Standards

Oral Health Care	
Performance Measure/Method	Provider/ Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Oral healthcare services, which meet current dental care guidelines, are provided by dental professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants. • Oral healthcare professionals providing services have appropriate and valid licensure and certification based on state and local laws. • Clinical decisions are supported by the American Dental Association Dental Practice Parameters. • An oral healthcare treatment plan is developed for each eligible client and signed by the oral health professional rendering the services. • Services fall within specified service caps, expressed by dollar amount, type of procedure, the limitations on the number of procedures, or a combination of any of the above, as determined by the Planning Council or recipient under RWHAP Part A. 	<ul style="list-style-type: none"> • Maintain a dental record for each client that is signed by the licensed provider and includes a treatment plan, services provided, and any referrals made. • Maintain and provide to the recipient on request, copies of professional licensure and certification.

PBC RWHAP Local Monitoring Standards

- Review Medical/Dental history at least annually
- Clients receive oral hygiene education as part of the routine visit and self-management of infections and lesions when necessary
- Documentation of current medications, CD4 and Viral Loads at time of visit.
- Treatment of oral opportunistic infection is coordinated with the client's medical provider

EXHIBIT K1

Ch 7. Outpatient/Ambulatory Health Services (OAHS)

Purpose

To establish service standards for Subrecipients providing Outpatient/Ambulatory Health Services through PBC RW Part A/MAI.

Policy

Description:

Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.

Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Vaccinations/Immunizations
- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology

Program Guidance:

Provision of Outpatient/Ambulatory Health Services must be adherent to HHS Clinical Guidelines for the Treatment of HIV/AIDS <https://clinicalinfo.hiv.gov/en/guidelines>

Treatment adherence activities provided during an Outpatient/Ambulatory Health Service visit are considered Outpatient/Ambulatory Health Services, whereas treatment adherence activities provided during a Medical Case Management visit are considered Medical Case Management services.

Non-HIV related visits to urgent care facilities are not allowable costs within the Outpatient/Ambulatory Health Services Category.

Emergency room visits are not allowable costs within the Outpatient/Ambulatory Health Services Category.

The HIV CARE Council has allocated funding to the OAHS subcategories of OAHS-Primary Care, Laboratory/Diagnostic and Specialty Medical Care. Each of the three subcategories are addressed below separately.

EXHIBIT K1

Procedure for OAHS-Primary Care

Unit of Service Description

1 unit=1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI) Service Specific Eligibility Criteria & Required Documentation None

Caps/Limitations

No caps. No limitations.

Procedure for Laboratory/Diagnostic Testing

Unit of Service Description

1 unit=1 lab test

Reimbursement is based on Medicare Clinical Diagnostic Laboratory Fee Schedule

Service Specific Eligibility Criteria & Required Documentation

None

Caps/Limitations

No caps. No Limitations.

Procedure for Specialty Medical Care

Unit of Service Description

1 unit= 1 CPT Code

Reimbursement is based on Medicare Physician Fee Schedule (MPFS), which includes 1.815 Geographic Practice Cost Index (GPCI)

Service Specific Eligibility Criteria & Required Documentation

Specialty Care Medical Referral Form signed by Primary Care Provider

Caps/Limitations

Unallowable expenses for Specialty Medical Care include services for cosmetic purposes only, corrective lenses, or any service provided that does not follow Specialty Medical Care service procedures.

Allowable Specialty Medical Care services are included on the *Palm Beach County Ryan White Program Allowable Medical Conditions List for Specialty Medical Referrals* form.

Appendix K-PBC RW Part A/MAI Specialty Medical Care Allowable Conditions and Referral

EXHIBIT K1

National Monitoring Standards

Outpatient/Ambulatory Health Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of the following:</p> <ul style="list-style-type: none"> • Care is provided by a healthcare provider, certified in their jurisdictions to prescribe medications, in an outpatient setting, such as clinics, medical offices, or mobile vans. • Only allowable services are provided to eligible people with HIV. • Services are provided as part of the treatment of HIV infection. • Specialty medical care relates to HIV infection and/or conditions arising from the use of HIV medications resulting in side effects. • Services are consistent with HHS Clinical Guidelines for the Treatment of HIV. • Services are not being provided in an emergency room, hospital, or any other type of inpatient treatment setting. <p>b) Documentation that diagnostic and laboratory tests are:</p> <ul style="list-style-type: none"> • Integral to the treatment of HIV and related complications, necessary based on established clinical practice, and ordered by a registered, certified, licensed provider. • Consistent with medical and laboratory standards. • Approved by the FDA and/or certified under the Clinical Laboratory Improvement Amendments (CLIA) Program. 	<ul style="list-style-type: none"> ○ Ensure that client medical records document services provided, the dates and frequency of services provided, and that services are for the treatment of HIV. ○ Include clinical notes signed by the licensed service provider in patient records. ○ Maintain professional certifications and licensure documents, and make them available to the recipient upon request. ○ For diagnostic and laboratory tests: <ul style="list-style-type: none"> • Document and include in client medical records when appropriate, and make available to the recipient upon request: <ul style="list-style-type: none"> - The number of diagnostic and laboratory tests performed. - The certification, licenses, or FDA approval of the laboratory from which tests were ordered. - The credentials of the individuals ordering the tests.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Maintain written agreements/contracts with Specialty Medical Care Providers • Ensure Specialty Medical Care service providers are credentialed by Medicaid and/or Medicare. • Ensure Specialty Medical Care service providers have entered into a participation agreement under the Medicaid State plan and be qualified to receive payments under such plan, or have received a waiver from this requirement. • Release encumbered services if services are not initiated within 90 days of Specialty Medical Care approval. • Ensure Specialty Medical Care service reports are received by the PCP prior to Specialty Medical Care service invoice being paid.

EXHIBIT K1

Section V: Support Services Guidelines

Ch 1. Emergency Financial Assistance (EFA)

Purpose

To establish service standards for Subrecipients providing Emergency Financial Assistance through PBC RW Part A/MAI.

Policy

Description:

Emergency Financial Assistance (EFA) provides limited one-time or short-term payments to assist the PBC RW Part A/MAI client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, and medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.

Program Guidance:

The Emergency Financial Assistance service category may assist with short-term assistance for medications. LPAP funds are not to be used for emergency or short-term financial assistance. The Food Bank- Nutritional Supplements service category may assist with dispensing nutritional supplements as prescribed.

Direct cash payments to clients are not permitted.

Continuous provision of an allowable service to a client shall not be funded through emergency financial assistance.

Procedure

Subcategory A: Essential utilities, housing, food, transportation, etc.

Unit of Service Description

1 unit=1 emergency assistance

Service Specific Criteria & Required Documentation

Documented need for assistance based on income/expense ratio (Financial Assessment)

Caps/Limitations

Up to 4 accesses per grant year for no more than a combined total of \$1,000, and/or housing assistance as one access per 12 month period to equal 1 month of rent and/or one security deposit.

Subcategory B: Medication

Unit of Service Description

1 unit= 1 medication fill/refill

Service Specific Criteria & Required Documentation

Prescription from a medical provider

Letter of Medical Necessity for Chronic Opioid Medication

Appendix I- PBC RWHAP Letter of Medical Necessity for Opioid Medications

EXHIBIT K1

Caps/Limitations

Dispensing of one (1) emergency medication not exceeding a thirty (30) day supply to a client during any 12-month period.

PBC RWHAP Local Monitoring Standards

- 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, 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/fmpdl.shtml

National Monitoring Standards

EXHIBIT K1**National Monitoring Standards**

Emergency Financial Assistance	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation of services and payments to verify that:</p> <ul style="list-style-type: none"> • EFA to individual clients is provided with limited frequency and for limited periods of time, with frequency and duration of assistance specified by the recipient. • Assistance is provided only for the following essential services: utilities, housing, food (including groceries and food vouchers), transportation, and medication. • Payments are made either through a voucher program or short-term payments to the service entity, with no direct payments to clients. • Emergency funds are allocated, tracked, and reported by type of assistance. • RWHAP is the payor of last resort. 	<p>a) Maintain client records that document for each client:</p> <ul style="list-style-type: none"> • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA. <p>b) Maintain and make available to the recipient program documentation of assistance provided, including:</p> <ul style="list-style-type: none"> • Number of clients and amount expended for each type of EFA. • Summary of the number of EFA services received by the client. • Methods used to provide EFA (e.g., payments to agencies, vouchers). <p>c) Provide assurance to the recipient that all EFA:</p> <ul style="list-style-type: none"> • Was for allowable types of assistance. • Was used only in cases where RWHAP was the payor of last resort. • Met recipient-specified limitations on amount, frequency, and duration of assistance to an individual client. • Was provided through allowable payment methods.

EXHIBIT K1

Ch 2. Food Bank/Home Delivered Meals (FBHDM)

Purpose

To establish service standards for Subrecipients providing Food Bank/Home Delivered Meals through PBC RW Part A/MAI.

Policy

Description:

Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Program Guidance:

Unallowable costs include household appliances, pet foods, and other non-essential products.

Procedure

Subcategory A: Food Bank

Unit of Service Description

1 unit=1 voucher or 1 food box

Service Specific Criteria & Required Documentation

Must apply for and maintain enrollment in Food Stamps, when eligible

Caps/Limitations

At or below 200% FPL; with 0-150% FPL receiving up to \$75 per client per month and 151-200% FPL receiving up to \$50 per client per month

Subcategory B: Nutritional Supplements

Unit of Service Description

1 unit=1 prescription

Service Specific Criteria & Required Documentation

Requires a prescription from a medical provider

Caps/Limitations

None

EXHIBIT K1**National Monitoring Standards**

Food Bank/Home Delivered Meals	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • Services supported are limited to food banks, home-delivered meals, and/or food voucher programs. • Types of non-food items provided are allowable. • If water filtration/purification systems are provided, the community has water purity issues. <p>b) Assurance of:</p> <ul style="list-style-type: none"> • Compliance with federal, state, and local regulations, including any required licensure or certification for the provision of food banks and/or home-delivered meals. • Use of funds only for allowable essential non-food items. • Monitoring of providers to document actual services provided, client eligibility, number of clients served, and level of services to these clients. 	<p>) Maintain and make available to the recipient documentation of:</p> <ul style="list-style-type: none"> • Services provided by type of service, number of clients served, and levels of service. • The amount and use of funds for the purchase of non-food items, including the use of funds only for allowable non-food items. • Compliance with all federal, state, and local laws regarding the provision of food banks, home-delivered meals, and food voucher programs, including any required licensure and/or certifications. <p>) Provide assurance that RWHAP funds were used only for allowable purposes and RWHAP was the payor of last resort.</p>

EXHIBIT K1

Ch 4. Legal Services (LS) - Other Professional Services

Purpose

To establish service standards for Subrecipients providing Legal Services through PBC RW Part A/MAI.

Policy

Description:

Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. Such services may include:

- Legal services provided to and/or on behalf of the PBC RW Part A/MAI -eligible PWH and involving legal matters related to or arising from their HIV, including:
 - Assistance with public benefits such as Social Security Disability Insurance (SSDI)
 - Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under PBC RW Part A/MAI
 - Preparation of healthcare power of attorney, durable powers of attorney, and living wills
- Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:
 - Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
 - Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption
- Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits.

Program Guidance:

Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under PBC RW Part A/MAI.

See 2 CFR 200.459

Procedure

Unit of Service Description

1 unit=1 hour of service

Reimbursement is based on \$90 per billable hour of legal services

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Legal Services (Other Professional Services)	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that funds are used only for allowable professional services, such as:</p> <ul style="list-style-type: none"> • Legal Services. • Permanency Planning. • Income Tax Preparation. <p>b) Assurance that program activities do not include any criminal defense or class action suits unrelated to access to services eligible for funding under the RWHAP.</p>	<p>a) Document and make available to the recipient upon request, services provided, including specific types of professional services provided.</p> <p>b) Provide assurance that:</p> <ul style="list-style-type: none"> • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. <p>c) Document in each client file:</p> <ul style="list-style-type: none"> • Client eligibility. • A description of how professional services are necessitated by the individual's HIV status. • Types of services provided. • Hours spent in the provision of such services.

PBC RWHAP Local Monitoring Standards
<ul style="list-style-type: none"> • Competent provision of legal services to HIV/AIDS community and dependents. • Show evidence of State of Florida license to practice law (as applicable). • Training of paralegals and other support staff occurs for programmatic staff (those working with HIV/AIDS population). • Minimum training requirement (HIV 101 for support staff, HIV 104 for attorneys and paralegals). • Procedures in place to route calls/referrals to available staff, with reasonable response time to telephone inquiries/referrals. • Grievance procedures in place when client feels calls are not returned in a timely manner. • Records display intake documentation and outcome or resolution of presenting issue. • Notification of progress and outcome for resolution is provided to referring agency, if applicable. • Clients or caretakers receive disposition or resolution of legal issue.

EXHIBIT K1

Ch 5. Medical Transportation Services (MTS)

Purpose

To establish service standards for Subrecipients providing Medical Transportation Services through PBC RW Part A/MAI.

Policy

Description:

Medical Transportation is the provision of non-emergency transportation services that enables an eligible client to access or be retained in core medical and support services.

Program Guidance:

Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but shall not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

Procedure

Unit of Service Description

1 unit=1 trip/voucher

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Medical Transportation	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services.</p> <p>b) Documentation that services are provided through one of the following methods:</p> <ul style="list-style-type: none"> • A contract or some other local procurement mechanism with a provider of transportation services. • A voucher or token system that allows for tracking the distribution of vouchers or tokens. • A system of mileage reimbursement that does not exceed the federal per mile reimbursement rates. • A system of volunteer drivers, where insurance and other liability issues are addressed. • Purchase or lease of organizational vehicles for client transportation, with prior approval from HRSA HAB for the purchase. 	<p>a) Maintain program files that document:</p> <ul style="list-style-type: none"> • The level of services/number of trips provided. • The reason for each trip and its relation to accessing health and support services. • Trip origin and destination. • Client eligibility. • The cost per trip. • The method used to meet the transportation need. <p>b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation:</p> <ul style="list-style-type: none"> • Reimbursement methods that do not involve cash payments to service recipients. • Mileage reimbursement that does not exceed the federal reimbursement rate. • Use of volunteer drivers that appropriately addresses insurance and other liability issues. <p>c) Collection and maintenance of data documenting that funds are used only for transportation designed to help eligible individuals remain in medical care by enabling them to access medical and support services.</p> <p>d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).</p>

EXHIBIT K1

Ch 6. Non-Medical Case Management Services (NMCM)

Purpose

To establish service standards for Subrecipients providing Non-Medical Case Management services through PBC RW Part A/MAI.

Policy

Description:

Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate by the PBC RW Part A/MAI recipient.

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems

Program Guidance:

Non-Medical Case Management services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes (including Treatment Adherence).

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1**National Monitoring Standards**

Non-Medical Case Management	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that:</p> <ul style="list-style-type: none"> • The scope of activity includes guidance and assistance to clients in obtaining medical, social, community, legal, financial, and other needed services. • Where benefits/entitlement counseling and referral services are provided, they assist clients in obtaining access to both public and private programs, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturers' Patient Assistance Programs, and other state or local healthcare and supportive services. • Services cover all types of encounters and communications (e.g., face-to-face, telephone contact, etc.). <p>b) Where transitional case management for justice-involved persons is provided, assurance that such services are provided either as part of discharge planning or for individuals who are in the correctional system for a brief period.</p>	<p>a) Maintain client records that include the required elements, as detailed by the recipient, including:</p> <ul style="list-style-type: none"> • Date of encounter. • Type of encounter. • Duration of encounter. • Key activities, including benefits/entitlement counseling and referral services.

PBC RWHAP Local Monitoring Standards

- Case Management staff will have documentation of completed written training plan; which includes, at a minimum, HIV 501 training, Trauma Informed Care, Motivational Interviewing, Home/Field Visit Best Practices, Case Note Documentation Best Practices, RW System of Overview and Local Resources.

EXHIBIT K1

Ch 7. Psychosocial Support Services (PSS)

Purpose

To establish service standards for Subrecipients providing Psychosocial Support Services through PBC RW Part A/MAI

Policy

Description:

Psychosocial Support Services provide group or individual support and counseling services to assist eligible people with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (*see* Medical Nutrition Therapy Services)
- Pastoral care/counseling services

Program Guidance:

Funds under this service category may not be used to provide nutritional supplements (*See* Food Bank/Home Delivered Meals).

RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliation.

Funds may not be used for social/recreational activities or to pay for a client's gym membership.

Procedure

Unit of Service Description

1 unit=15 minutes of service

Service Specific Criteria & Required Documentation

None

Caps/Limitations

None

EXHIBIT K1

National Monitoring Standards

Psychosocial Support Services	
Performance Measure/Method	Provider/Subrecipient Responsibility
<p>a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support)</p> <ul style="list-style-type: none"> • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. <p>b) Documentation that psychosocial support services meet all stated requirements:</p> <ul style="list-style-type: none"> • Counseling is provided by a licensed or accredited provider wherever such licensure or accreditation is either required or available. • Pastoral counseling is available to all individuals eligible to receive RWHAP services, regardless of their religious denominational affiliation. • Assurance that no funds under this service category are used for the provision of nutritional supplements, social/recreational activities, or gym memberships. 	<p>a) Document the provision of psychosocial support services, including:</p> <ul style="list-style-type: none"> • Types and level of activities provided. • Client eligibility determination. <p>b) Maintain documentation demonstrating that:</p> <ul style="list-style-type: none"> • Funds are used only for allowable services. • No funds are used for the provision of nutritional supplements. • Any pastoral care/counseling services are available to all clients regardless of their religious denominational affiliation

EXHIBIT O1

Ryan White HIV/AIDS Program Funded Agency's Programmatic Requirements

Failure to comply with these requirements, or to provide this 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 (DEPARTMENT) to monitor AGENCY to assure that its goals and objectives, as outlined in the Implementation Plan, **EXHIBIT A1**, 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 RWHAP 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 RWHAP eligibility every twelve (12) months, including screening for other public or private payor sources.
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 Ryan White HIV/AIDS Treatment Extension Act of 2009 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. RWHAP 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.

EXHIBIT O1

10. AGENCY must comply with Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP services must have documentation of eligibility, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Palm Beach County RWHAP manual;
- b. If the AGENCY receiving RWHAP funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving RWHAP services must conform to statutory limitations;
- c. 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;
- d. The AGENCY must comply with Palm Beach County's Minimum Eligibility Criteria for HIV/AIDS Services, as approved by the HIV CARE Council;
- e. The AGENCY must comply with the Palm Beach County RWHAP Service Standards of Care, as adopted by the HIV CARE Council; and
- f. The AGENCY must establish and maintain a Quality Management program to plan, assess, and improve health outcomes through implementation of quality improvement processes. AGENCY must have at least 1 quality improvement project in-process at any time during the Agreement period. AGENCY must also participate in System of Care-level Quality Management activities initiated by the DEPARTMENT and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services delivered through Ryan White HIV/AIDS Treatment Extension Act of 2009 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 RWHAP service standards.
 3. Aggregate performance metrics by quarter in the GY for each service category provided by the AGENCY as established by the HIV CARE Council and the DEPARTMENT. Performance metrics shall be reported to the DEPARTMENT quarterly.
 4. Other data requested by the DEPARTMENT as part of system-wide quality improvement projects.

EXHIBIT O1

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' RWHAP 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. The COUNTY has a requirement to ensure that at least 75% of RWHAP direct service funds are expended in Core Medical Services. Legislative authority for RWHAP service category priority-setting and resource allocation lies solely with the Palm Beach County HIV CARE Council, whose decisions may require changes in the Agreement. The COUNTY will monitor the expenditure of funds throughout the Agreement year to insure that the COUNTY is meeting federal requirements. The AGENCY agrees and understands that Support Services funding may be reduced in order to meet federal requirements. The AGENCY MUST notify COUNTY of its under spending in Core Medical Services in writing by the 15th of each month following a month when AGENCY has under spent Core Medical Services based on the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided. AGENCY'S failure to spend Core Medical Services funding may result in withholding Support Services reimbursements or redistributing funding to other agencies.
13. AGENCY must not expend RWHAP 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.
14. 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 RWHAP funds separately.
15. AGENCY must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
16. AGENCY agrees to share data within the RWHAP client database, per the signed authorization provided by clients, on an as needed basis with current or future HIV Coordinated Service Network providers.
17. 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.
18. AGENCY must comply with the Health Resources Services Administration (HRSA) National Monitoring Standards. The standards are subject to change periodically.
19. Funds provided to AGENCY, pursuant to this Agreement, shall not be used to do any of the following:

EXHIBIT O1

- a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
 1. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
 2. By an entity that provides health services on a prepaid basis.
- b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.

20. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with RWHAP funds.
21. AGENCY must have policies in place to monitor any subcontractor providing services on behalf of the AGENCY that is paid with RWHAP 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. When applicable, subcontractors must agree to accept fee schedules established by the RWHAP as payment for services rendered.
22. Administrative costs, inclusive of direct and indirect costs, shall not exceed 10% of the contracted amount of this Agreement, as per RWHAP grant guidelines.
 - a. AGENCY is permitted to apply a 10% de Minimis indirect cost rate on a base of modified total direct costs, per 2 CFR 200.501.

23 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 RWHAP clients or any other AGENCY clients. All of the incidents require that immediate action is taken to protect RWHAP 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 RWHAP 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 RWHAP minor clients or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect RWHAP 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.

EXHIBIT O1

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 RWHAP-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.

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, Lab 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:

EXHIBIT O1



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 2 CFR 200 and 2 CFR 300 .

EXHIBIT O1

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 RWHAP 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 RWHAP 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 RWHAP 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 RWHAP 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, quality management, and fiscal designees, to attend all RWHAP Subrecipient providers' meetings.
32. AGENCY agrees to have in place a grievance process by which client complaints against the AGENCY with respect to RWHAP -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 race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information. AGENCY shall notify current clients and all other individuals presenting for services provided through RWHAP 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. Refer to:

EXHIBIT O1

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

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.

37. AGENCY agrees to participate in site visits/programmatic reviews conducted by the COUNTY. AGENCY agrees to ensure that programmatic and fiscal designees and other appropriate staff, as requested by the COUNTY, are in attendance at all site visits and that all requested documentation is provided on or before Day 1 (one) of monitoring , including descriptions of accounts payable systems and policies. AGENCY must provide access to appropriate and applicable files, policy manuals, records, staff members, etc., as requested by the COUNTY. Failure by the AGENCY to adhere to these requirements will result in a Contractual Finding cited in the monitoring report. The Fiscal Monitoring template is included in the Palm Beach County RWHAP Program Manual for reference. Unannounced site visits may also be conducted by the COUNTY when the COUNTY deems appropriate.
38. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the work conducted under this Agreement, its conduct results, or data gathered or processed should be released by AGENCY without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to AGENCY. Should any such information be released by COUNTY or by AGENCY with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

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 2 CFR 200.205 and 2 CFR 300.305. 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 Ryan White-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.

EXHIBIT O1

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.

39. AGENCY must apply a reasonable allocation methodology for the attribution of costs and program income generated by the Ryan White-eligible client that received the service and be able to document the methodology used. AGENCY must expend funds available from program income an allowable expenses before requesting additional cash payment reimbursements for services provided under the terms of this agreement.
40. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:
 - PCN 15-03 Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income
 - 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 Ryan White HIV/AIDS Program (RWHAP) grant resources.
 - PCN 16-02 Eligible Individuals & Allowable Uses of Funds for Discretely Defined Categories of Services regarding eligible individuals and the description of allowable service categories for Ryan White HIV/AIDS Program and program guidance for implementation.
 - PCN 15-02 RWHAP expectations for clinical quality management (CQM) programs.
 - PCN 16-01 RWHAP recipients may not deny the delivery of RWHAP services, including prescription drugs, to a veteran who is eligible to receive RWHAP services. RWHAP recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive RWHAP services.
41. AGENCY must have a system in place to document time and effort for direct program staff supported by RWHAP funds and must submit a written time and effort reporting policy to the COUNTY. The policy must adhere to 2 CFR 200.430. Time and effort reporting will be monitored periodically by the COUNTY.
42. AGENCY must ensure it tracks expenditure data through this award for services provided for women, infants, children and youth (WICY) living with HIV/AIDS. Expenditure data for each grant period (March 1-February 28) must be tracked separately for each WICY priority population, and reported annually to Recipient no later than April 30.
43. 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.

EXHIBIT O1

44. 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.
45. AGENCY must comply with information contained in EXHIBIT G (Subaward Data).
46. 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
47. 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.
48. 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)
49. 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.
50. AGENCY will be provided a budget amount included in the total agreement amount stated in ARTICLE 5 above, for purposes of supporting a Continuous Quality Management (CQM) Program. Recipient's Quality Management Program must approve proposed CQM plan prior to Agency initiating work. If approved, the CQM program will have its own budget line. Reimbursements for this category will be submitted in the same manner as all other categories.
51. AGENCY may request advanced payment for services rendered in accordance to agreement terms. Department of Health Resources & Services Administration (HRSA) guidelines, and the Ryan White Part A Agency Reimbursement Policy. The County shall pay to the AGENCY, as an advance payment 1/12 of their eligible contracted service category budget as approved by Palm Beach County for eligible services to be provided.
52. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
53. 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

EXHIBIT O1

training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

- A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
- A tracking component so that AGENCY or the COUNTY can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

EXHIBIT Q

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Medility Specialty Care Center, Inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Kathryn E Hayden
(signature of officer or representative)

KATHRYN E HAYDEN
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 8 day of December 2025, by Kathryn E Hayden.

Personally known OR produced identification .

Type of identification produced n/a.

Bethany Sue Harris
NOTARY PUBLIC
My Commission Expires: 6/30/2029
State of Florida at large



(Notary Seal)

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N12000010947

Entity Name: MIDWAY SPECIALTY CARE CENTER, INC.

Current Principal Place of Business:356 E MIDWAY ROAD
FT PIERCE, FL 34982**Current Mailing Address:**356 E MIDWAY ROAD
FT PIERCE, FL 34982 US**FEI Number: 46-1773887****Certificate of Status Desired: No****Name and Address of Current Registered Agent:**HAYDEN, KATHRYN
356 E MIDWAY ROAD
FT PIERCE, FL 34982 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	O	Title	CEO
Name	BROWN, BONNIE	Name	SUKHRAM, ANAND
Address	356 E MIDWAY RD	Address	356 E MIDWAY ROAD
City-State-Zip:	FT PIERCE FL 34982	City-State-Zip:	FT PIERCE FL 34982
Title	CFO		
Name	HAYDEN, KATHRYN E		
Address	356 E MIDWAY ROAD		
City-State-Zip:	FT PIERCE FL 34982		

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.***SIGNATURE: ANAND SUKHRAM**

CEO

02/24/2025

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Summer Ostrom	
	PHONE (A/C. No. Ext): 772-562-9247 ext 5	FAX (A/C. No.): (772) 562-9321
	E-MAIL ADDRESS: summer@ostromgrp.com	
INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURER A: Penn-America Insurance Company	32859	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X	PAV0545217	05/04/2025	05/04/2026	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:					PRODUCTS - COMP/OP AGG	\$ excluded
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT (Ea accident)	\$				
ANY AUTO ALL OWNED AUTOS	SCHEDULED AUTOS	BODILY INJURY (Per person)	\$				
Hired AUTOS	NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$				
UMBRELLA LIAB	<input type="checkbox"/> OCCUR	PROPERTY DAMAGE (Per accident)	\$				
EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		\$				
DED	RETENTIONS	EACH OCCURRENCE	\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	AGGREGATE	\$				
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		\$				
		PER STATUTE	OTHE- R				
		E.L. EACH ACCIDENT	\$				
		E.L. DISEASE - EA EMPLOYEE	\$				
		E.L. DISEASE - POLICY LIMIT	\$				

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, are listed as an additional insured on the general liability policy for the above referenced location.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o Community Services Department 810 Datura St West Palm Beach, FL 33401 Attn: Contract Manager	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2026

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PRODUCER	CONTACT NAME: Summer Ostrom	
	PHONE (A/C. No. Ext): (772) 562-9247	FAX (A/C. No.): (772) 562-9321
INSURED	E-MAIL ADDRESS: Summer@ostromgrp.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company- Mt. Laurel	NAIC # 24856
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					Y / N	N / A
	A Medical Malpractice Professional Liability Insurance						
EO000042085-09 01/19/2026 01/19/2027						\$1,000,000 per claim \$3,000,000 per aggregate	

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

Claims Made Form

Retro: 01/19/2018

Specialty: Outpatient HIV/AIDS clinics & primary care clinics including in house pharmacy services.

Shares in coverage limits with Midway Primary Care, LLC, Associates in Infectious Disease, LLC, & Midway Specialty Diagnostics, LLC

RYAN WHITE GRANT INCREASED LIMIT FOR WBP LOCATION ONLY: Effective 04/05/2021: 2247 Palm Beach Lakes Blvd, #209A, WPB, FL 33409 with coverage limits of \$1,000,000 per claim/ \$3 million aggregate. Policy has coverage for Sexual Abuse and Molestation at \$250,000 per claim/ \$250,000 aggregate included.

CERTIFICATE HOLDER

CANCELLATION

Attn: Contract Manager Palm Beach County Board of County Commissioners c/o Community Services Department 810 Datura St West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER PAYCHEX INSURANCE AGENCY INC/PAC 76250881 225 KENNETH DR STE 110 ROCHESTER NY 14623		CONTACT NAME: PHONE (877) 266-6850 (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company	NAIC# 29424
INSURED MIDWAY SPECIALTY CARE CENTER INC 356 E MIDWAY RD FORT PIERCE FL 34982-7148		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Each occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		76 WEG AE5U8W	01/15/2026	01/15/2027	X PER STATUTE OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Palm Beach County Insurance Compliance
PO Box 100085
DULUTH GA 30096-9302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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