PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 3, 2026 | **[X] Consent** | **[ ] Regular** | **[ ] Ordinance** | **[ ] Public Hearing**

Department
Submitted By: **Community Services**
Submitted For: **Ryan White Program**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendments to Subrecipient Agreements for Ryan White HIV/AIDS Program (RWHAP) Part A and Minority AIDS Initiative (MAI) and Ending the HIV Epidemic (EHE) Initiative with the below-listed agencies, for the provision of services to improve health outcomes for persons with HIV/AIDS (PWH), increasing the total funding of the agreements by $1,626,224, 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 the RWHAP Subrecipient Agreement with AIDS Healthcare Foundation, Inc. (AHF) (R2024-0918), to increase the agreement amount by $228,144, for a new three (3) year term in an amount not to exceed $2,308,929, for the provision of core and medical support services;

B. First Amendment to the RWHAP Subrecipient Agreement with Foundcare, Inc. (FC) (R2024-0527), to increase the agreement amount by $450,620, for a new three (3) year term in an amount not to exceed $8,017,874, for the provision of core and medical support services;

C. Second Amendment to the RWHAP Subrecipient Agreement with The Poverello Center Inc. (TPC) (R2024-0532), to increase the agreement amount by $203,336, for a three (3) year term in an amount not to exceed $982,051, for Food Bank services and the provision of food delivered meals;

D. Second Amendment to the RWHAP Subrecipient Agreement with Treasure Coast Health Council Inc. (TCHC) (R2024-0531), to increase the agreement amount by $244,124, for a new three (3) year term in an amount not to exceed $3,843,979, for the provision of core and medical support services; and

E. First Amendment to the RWHAP/EHE Subrecipient Agreement with Broward Regional Health Council (BRHC) (R2025-0272), to increase the agreement amount by $500,000, for a new five (5) year term in an amount not to exceed $5,500,000, for the provision of core and medical support services.

Motion and Title (Continue on Page 3)

Attachments:
1. First Amendment to Subrecipient Agreement for RWHAP with AHF
2. First Amendment to Subrecipient Agreement for RWHAP with FC
3. Second Amendment to Subrecipient Agreement for RWHAP with TPC
4. Second Amendment to Subrecipient Agreement for RWHAP with TCHC
5. First Amendment to Subrecipient Agreement for RWHAP with BRHC

Recommended By: Signed by: Tanuna Mallhotra 75C93E78AEED4B2... 2/2/2026
Department Director **Date**

Approved By: PW 2/10/26
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	1,391,594	234,630			
External Revenue	(1,391,594)	(234,630)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes x No ____
Does this item include the use of federal funds? Yes x No ____
Does this item include the use of state funds? Yes ____ No x

Budget Account No.:
Fund 1010 **Dept.** 142 **Unit** VAR **Object** VAR **Program Code** VAR **Program Period** VAR

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

C. Departmental Fiscal Review: DocuSigned by: Julie Dowe 05AC8C7CC5BC4A4...
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

OFMB DA 2/5/26 2/6/2026

Contract Development and Control 2/9/26

B. Legal Sufficiency:

Assistant County Attorney 2/9/26

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):

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 that were unable to expend them within 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 an 85% viral suppression rate. Specifically, under the MAI program, 84.3% of clients (774 out of 918) achieved viral suppression.

The following individuals are members of the County's Ryan White HIV CARE Council (HIVCC): Orquidea Acevedo and Brittney Henry, employees of FC, Kristen Harrington, employee of AHF, and Ashnika Ali, employee of THCH. This board provides no regulation, oversight, management, or policy-setting recommendation regarding the agency contract listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-44 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 by providing core medical and support services. The EHE grant focuses on reducing HIV/AIDS infections in the United States by 90% by 2030.

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 **AIDS Healthcare Foundation, 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 **95-4112121**.

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 August 20, 2024, the above named parties entered into a three-year Subrecipient Agreement (R2024-0918) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed $2,080,785.00; 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 EXHIBT 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 August 20, 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 **TWO MILLION, THREE HUNDRED EIGHT THOUSAND, NINE HUNDRED TWENTY-NINE DOLLARS AND ZERO CENTS ($2,308,929.00) OF WHICH SIX HUNDRED NINTEY-THREE THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS AND ZERO CENTS ($693,595.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF EIGHT HUNDRED SEVEN THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND ZERO CENTS ($807,667.00) 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.§ 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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
AIDS Healthcare Foundation, Inc.

BY: _____
Authorized Signature

Michael Weinstein
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
JBR

BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Signed by:
Tanuna Malhotra

BY: _____
Department Director
Community Services Department

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	AIDS Pharmaceutical Assistance		
	Total Amount:	$2,048		
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***	***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 AIDS Pharmaceutical Assistance with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 medication fill/refill	17	108
			Cost per Person	***Cost per Unit***
			$120	$19
Performance Measure Outcome:	HIV Viral Load Suppression			
	Baseline (%)	100%		
	Target (%)	100%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Early Intervention Services		
	Total Amount:	$112,554		
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***	***Number of Units to be Provided***
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	615	7,322
			Cost per Person	***Cost per Unit***
			$183	$15
Performance Measure Outcome:	In Care- Linkage to Medical Care			
	Baseline (%)	86%		
	Target (%)	91%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Laboratory Diagnostic Services		
	Total Amount:	$112,233		
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	174	2,934
			Cost per Person	***Cost per Unit***
			$645	$38
Performance Measure Outcome:	HIV Viral Load Suppression			
	Baseline (%)	92%		
	Target (%)	93%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Health Insurance Premium and Cost-Sharing Assistance		
	Total Amount:	$160,244		
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***	***Number of Units to be Provided***
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	21	157
			Cost per Person	***Cost per Unit***
			$7,631	$1,021
Performance Measure Outcome:	Retention in HIV Medical Care			
	Baseline (%)	New category - No Baseline		
	Target (%)	100%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Medical Case Management		
	Total Amount:	$152,739		
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*** / ***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 Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.			1 unit= 15 minutes of service	866 / 15,309
				Cost per Person / ***Cost per Unit***
				$176 / $10
Performance Measure Outcome:	HIV Viral Load Suppression			
	Baseline (%)	87%		
	Target (%)	93%		
	Retention in HIV Medical Care			
	Baseline (%)	95%		
	Target (%)	96%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Mental Health Services		
	Total Amount:	$47,740		
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***	***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 from baseline % to target % through the provision of Mental Health Services with outcomes addressing disparities that persist among populations overburdened by HIV.			1 unit= 1 hour of service	285 / 599
				Cost per Person / ***Cost per Unit***
				$168 / $80
Performance Measure Outcome:	Retention in HIV Medical Care			
	Baseline (%)	New category - No Baseline		
	Target (%)	87%		

EXHIBIT A1

Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2025	**Service Category:**	Outpatient/Ambulatory Health Services	
	Total Amount:	$79,592	
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	150	390
		Cost per Person	***Cost per Unit***
		$531	$204
Performance Measure Outcome:	HIV Viral Load Suppression		
	Baseline (%)	92%	
	Target (%)	93%	

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Emergency Financial Assistance-Emergency Medications		
	Total Amount:	$4,585		
Service Category Goal: The provision of medications to clients on a limited or short-term basis when no other payer sources are available.				
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 Emergency Financial Assistance-Emergency Medications with outcomes addressing disparities that persist among populations overburdened by HIV.	1 unit= 1 Medication Fill/Refill	141	506	
		Cost per Person	***Cost per Unit***	
		$33	$9	
Performance Measure Outcome:	HIV Viral Load Suppression			
	Baseline (%)	80%		
	Target (%)	93%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Food Bank-Nutritional Supplements		
	Total Amount:	$2,228		
Service Category Goal: The provision of nutritional supplements as prescribed by a primary medical care provider.				
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 retained in HIV medical care from baseline % to target % through the provision of Food Bank-Nutritional Supplements with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 Prescription	15	52
			Cost per Person	***Cost per Unit***
			$149	$43
Performance Measure Outcome:	Retention in HIV Medical Care			
	Baseline (%)	80%		
	Target (%)	85%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Medical Transportation		
	Total Amount:	$3,867		
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.				
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 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	18	113
			Cost per Person	***Cost per Unit***
			$215	$34
Performance Measure Outcome:	Retention in HIV Medical Care			
	Baseline (%)	94%		
	Target (%)	95%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Non-Medical Case Management		
	Total Amount:	$80,000		
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***	***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	467	8,653
			Cost per Person	***Cost per Unit***
			$171	$9
Performance Measure Outcome:	Retention in HIV Medical Care			
	Baseline (%)	93%		
	Target (%)	94%		
	HIV Viral Load Suppression			
	Baseline (%)	87%		
	Target (%)	93%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2025	**Service Category:**	Food Bank/Home Delivered Meals		
	Total Amount:	$40,000		
Service Category Goal: The provision of actual food items, hot meals, or a voucher program to purchase food.				
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 retained in HIV medical care from baseline % to target % through the provision of Food Bank/Home Delivered Meals with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 voucher or 1 food box	233	1,455
			Cost per Person	***Cost per Unit***
			$172	$27
Performance Measure Outcome:	Retention in HIV Medical Care			
	Baseline (%)	New category - No Baseline		
	Target (%)	97%		

EXHIBIT B1

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

AIDS HEALTHCARE FOUNDATION, INC.				
Core Medical Services	GY24	GY25	GY26	Total
AIDS Pharmaceuticals	$2,048	$2,048	$2,048	$6,144
Early Intervention Services	$112,554	$112,554	$112,554	$337,662
Laboratory Diagnostic Testing	$19,361	$112,233	$112,233	$243,827
Health Insurance	$160,244	$160,244	$160,244	$480,732
Medical Case Mgt.	$152,739	$152,739	$152,739	$458,217
Mental Health Services	$47,740	$47,740	$47,740	$143,220
Outpatient/Ambulatory Medical Care	$44,404	$79,592	$79,592	$203,588
Subtotal Core Medical Services	$539,090	$667,150	$667,150	$1,873,390
Support Services	GY24	GY25	GY26	Total
EFA-Prior Authorizations	$4,585	$4,585	$4,585	$13,755
Food Bank/Nutritional Supplements	$2,228	$2,228	$2,228	$6,684
Medical Transportation	$3,867	$3,867	$3,867	$11,601
Non - Medical Case Mgt.	$67,320	$80,000	$80,000	$227,320
Food Bank/Home Delivered Meals	$66,668	$40,000	$40,000	$146,668
Subtotal Support Services	$144,668	$130,680	$130,680	$406,028
Combined Core Medical and Support Services	GY24	GY25	GY26	Total Combined
				Amount
Total	$683,758	$797,830	$797,830	$2,279,418
Continuous Quality Management (CQM) Program				
	$9,837	$9,837	$9,837	$29,511
Total	$693,595	$807,667	$807,667	$2,308,929

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	AIDS HEALTHCARE FOUNDATION, INC.
(ii)	Subrecipient Unique Entity Identifier:	95-4112121
(iii)	Federal Award Identification Number (FAIN):	H89HA00034
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	07/29/2025
(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:	$807,667.00
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	$807,667.00
(viii	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	$807,667.00
(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**
) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has: • 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.) Documentation that the LPAP is not dispensing medications: • 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. c) Documentation that the LPAP is: • 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.	) 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**
a) Documentation that: • 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.	) 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**
) 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	) 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 condition is related to HIV infection.
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	) 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**
) 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: • 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: • Types of services provided. • Types of encounters/communication. • Duration and frequency of the encounters.) Documentation in client records of services provided, such as: • 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.	) 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**
) Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state.) Documentation of the existence of a detailed treatment plan for each eligible client that includes: • 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. c) Documentation of service provided to ensure that: • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan.	) Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals. b) Maintain client records that include: • 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**
a) Documentation that: • 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.	) 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

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**
a) Documentation of the following: • 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. b) Documentation that diagnostic and laboratory tests are: • 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.	) 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: • Document and include in client medical records when appropriate, and make available to the recipient upon request: - 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
• 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**
a) Documentation of services and payments to verify that: • 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.	a) Maintain client records that document for each client: • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA.) Maintain and make available to the recipient program documentation of assistance provided, including: • 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). c) Provide assurance to the recipient that all EFA: • 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**
a) Documentation that: • 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. b) Assurance of: • 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.	) Maintain and make available to the recipient documentation of: • 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**
) Documentation that funds are used only for allowable professional services, such as: • Legal Services. • Permanency Planning. • Income Tax Preparation. 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.	) Document and make available to the recipient upon request, services provided, including specific types of professional services provided. b) Provide assurance that: • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. c) Document in each client file: • 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**
a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services. b) Documentation that services are provided through one of the following methods: • 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.	a) Maintain program files that document: • 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. b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation: • 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. 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. d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).

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**
a) Documentation that: • 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.). 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.	a) Maintain client records that include the required elements, as detailed by the recipient, including: • 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**
a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support) • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. b) Documentation that psychosocial support services meet all stated requirements: • 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.	a) Document the provision of psychosocial support services, including: • Types and level of activities provided. • Client eligibility determination. b) Maintain documentation demonstrating that: • 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

EXIHIBT 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.

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.

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:

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 .

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

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 AIDS Healthcare Foundation (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)

Michael Weinstein
(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, _____ day of _____, 20___, by _____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

see attached California jurat

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

(Notary Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of December, 2025 by Michael Weinstein

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature _____

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Not For Profit Corporation
AIDS HEALTHCARE FOUNDATION, INC.

Filing Information

Document Number	F99000001216
FEI/EIN Number	95-4112121
Date Filed	03/04/1999
State	CA
Status	ACTIVE

Principal Address

700 SE THIRD AVENUE,
4TH FLOOR
FORT LAUDERDALE, FL 33316

Changed: 03/30/2018

Mailing Address

6255 W. SUNSET BLVD., 21ST FLOOR
LOS ANGELES, CA 90028

Changed: 02/09/2017

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301

Name Changed: 03/24/2015

Address Changed: 03/24/2015

Officer/Director Detail

Name & Address

Title Director

Bonds, Curley Lee, II
6255 W. SUNSET BLVD., 21ST FLOOR
LOS ANGELES, CA 90028

Title Director

Wright, Rodney Lorne
6255 W SUNSET BLVD
21ST FLOOR
LOS ANGELES, CA 90028

Title P

WEINSTEIN, MICHAEL
6255 W. SUNSET BLVD, 21ST FLOOR
LOS ANGELES, CA 90028

Title T

CARLTON, STEVE
6255 W SUNSET BLVD.
21ST FLOOR
LOS ANGELES, CA 90028

Title VP

REIS, PETER
6255 W. SUNSET BLVD. 21ST FLOOR
LOS ANGELES, CA 90028

Title Chief Financial Officer/Financial Services and Compliance

Honig Mojica, Lyle
6255 W. SUNET BLVD., 21ST FLOOR
LOS ANGELES, CA 90028

Title Chairman

Arroyo, William
6255 W. SUNSET BLVD., 21ST FLOOR
LOS ANGELES, CA 90028

Title Secretary

Curley, Condessa M.
6255 W. SUNSET BLVD., 21ST FLOOR
LOS ANGELES, CA 90028

Title Director

Davis, Cynthia Callahan
6255 W. SUNSET BLVD., 21ST FLOOR
LOS ANGELES, CA 90028

Title Director

Client#: 1622168 AIDSHEA1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Renee Hedrick
USI Insurance Services, LLC Lic # OG11911 10940 White Rock Rd 2nd Fl Rancho Cordova, CA 95670	PHONE (A/C, No, Ext): 916 589-8000 FAX (A/C, No): E-MAIL ADDRESS: lisa.hedrick@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Endurance American Specialty Ins Co	41718
INSURER C : Columbia Casualty Company	31127
INSURER D : Starr Indemnity and Liability Company	38318
INSURER E : Beazley Excess and Surplus Lines Ins	17520
INSURER F : Berkley Insurance Company	32603

INSURED
AIDS Healthcare Foundation
6255 W Sunset Blvd Fl 21
Los Angeles, CA 90028-7422

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	
A	X COMMERCIAL GENERAL LIABILITY	X	X	7018420725	04/01/2025	04/01/2026	EACH OCCURRENCE	$1,000,000
B	CLAIMS-MADE X OCCUR	X	X	HAP10015350202	04/01/2025	04/01/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	7018317160	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			7018586341	04/01/2025	04/01/2026	EACH OCCURRENCE	$5,000,000
B	EXCESS LIAB CLAIMS-MADE			HAL10015350302	04/01/2025	04/01/2026	AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	DNO/EPL/FID			1000625454251	10/04/2025	10/04/2026	$5M Ea Claim/$15M Agg	
E	Cyber Liability			D2654F250701	04/01/2025	04/01/2026	$5M Ea Claim/$5M Agg	
F	Employee Theft			BCCR4500251728	10/04/2025	10/04/2026	$2M Limit/$50K Ded	

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

*Insurer A - 7018420725 - Liquor Liability - 04/01/2025 - 04/01/2026 - Limits: $1M Ea Claim/$1M Agg

*Insurer B - HAP10015350202 - Medical Professional Liability - 04/01/2025 - 04/01/2026 - Limits: $3M Ea Claim/$7M Agg

*Insurer B - HAP10015350202 - Sexual Abuse/Molestation - 04/01/2025 - 04/01/2026 - Limits: $2M Ea Claim/$2M Agg

(See Attached Descriptions)

CERTIFICATE HOLDER

Palm Beach County
Insurance Compliance
PO Box 100085 - DX
Duluth, GA 30096-0000

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

DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability & Automobile Liability policies provide a Waiver of Subrogation when required by written contract. The Medical Professional Liability policy affords additional insured status when required by written contract for work performed by or on behalf of the named insured. Umbrellas follow form.
RE: Ryan White Funding The general and auto liability policies include automatic Additional Insured/Primary and Non Contributory/Waiver of Subrogation endorsements that provide such status to Palm Beach County Board of county Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

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 Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203 License#: 0D69293	CONTACT NAME: Kimberly Kleinman PHONE (A/C, No, Ext): 818-539-8619 FAX (A/C, No): 818.539.8719 E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com
INSURED AIDSHEA-01 AIDS Healthcare Foundation 6255 W Sunset Blvd, 21st Floor Los Angeles, CA 90028	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Safety National Casualty Corporation — 15105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 324957044 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		PRP4064417	1/1/2026	1/1/2027	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Palm Beach County, Florida
Department of Community Services,
810 Datura Street,
West Palm Beach FL 33401

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
Melissa Cruz

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 **Foundcare, 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 **54-2083748**.

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 (R2024-0527) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed $7,567,254.00; 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 EXHIBT 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 **EIGHT MILLION SEVENTEEN THOUSAND, EIGHT HUNDRED SEVENTY-FOUR DOLLARS AND ZERO CENTS ($8,017,874.00) OF WHICH TWO MILLION FIVE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND ZERO CENTS ($2,522,418.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF TWO MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS AND ZERO CENTS ($2,747,728.00) 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.§ 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:
Foundcare, Inc.

DocuSigned by:
BY: Christopher F. Irizarry
B895D4A80CEB4BF...
Authorized Signature

FoundCare, Inc.
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
BY: JBR
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Signed by:
BY: Tanuna Malhotra
75C93F78AFED4B2...
Department Director
Community Services Department

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	FoundCare, Inc.				
Grant Year: 2025	**Service Category:**	Early Intervention Services			
	Total Amount:	$134,765			
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***	***Number of Units to be Provided***
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	720	10,800
				Cost per Person	***Cost per Unit***
				$187	$12
Performance Measure Outcome:	In Care- Linkage to Medical Care				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	94%			
	Target (%)	98%			

Ryan White MAI Implementation Plan: Service Category Table					
Agency Name:	FoundCare, Inc.				
Grant Year: 2025	**Service Category:**	Early Intervention Services			
	Total Amount:	$104,062			
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***	***Number of Units to be Provided***
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	350	5,250
				Cost per Person	***Cost per Unit***
				$297	$20
Performance Measure Outcome:	In Care- Linkage to Medical Care				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	90%			
	Target (%)	100%			

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Health Insurance Premium and Cost-Sharing Assistance		
	Total Amount:	$1,197,187		
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***	***Number of Units to be Provided***
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	252	1,254
			Cost per Person	***Cost per Unit***
			$4,751	$955
Performance Measure Outcome:	Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	91%		
	Target (%)	95%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Laboratory Diagnostic Services		
	Total Amount:	$26,647		
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	76	872
			Cost per Person	***Cost per Unit***
			$351	$31
Performance Measure Outcome:	HIV Viral Load Suppression			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	87%		
	Target (%)	95%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	FoundCare, Inc.				
Grant Year: 2025	**Service Category:**	Medical Case Management			
	Total Amount:	$461,303			
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***	***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 Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.			1 unit= 15 minutes of service	1,200	56,177
				Cost per Person	***Cost per Unit***
				$384	$8
Performance Measure Outcome:	HIV Viral Load Suppression				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	93%			
	Target (%)	95%			
	Retention in HIV Medical Care				
	Baseline (%)	83%			
	Target (%)	95%			

Ryan White MAI Implementation Plan: Service Category Table					
Agency Name:	FoundCare, Inc.				
Grant Year: 2025	**Service Category:**	Medical Case Management- MAI			
	Total Amount:	$180,089			
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***	***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 Medical Case Management Services with outcomes addressing disparities that persist among populations overburdened by HIV.			1 unit= 15 minutes of service	470	21,898
				Cost per Person	***Cost per Unit***
				$383	$8
Performance Measure Outcome:	HIV Viral Load Suppression				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	91%			
	Target (%)	95%			
	Retention in HIV Medical Care				
	Baseline (%)	83%			
	Target (%)	95%			

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	FoundCare, Inc.				
Grant Year: 2025	**Service Category:**	Mental Health Services			
	Total Amount:	$15,048			
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***	***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 from baseline % to target % through the provision of Mental Health Services with outcomes addressing disparities that persist among populations overburdened by HIV.			1 unit= 1 hour of service	43	349
				Cost per Person	***Cost per Unit***
				$350	$43
Performance Measure Outcome:	Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**		89%		
	Target (%)		95%		

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	FoundCare, Inc.				
Grant Year: 2025	**Service Category:**	Oral Health Care			
	Total Amount:	$82,500			
Service Category Goal: The provision of outpatient diagnosis, prevention, and therapy provided by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants. Dental screenings, prophylaxes, fillings, simple extractions, as well as periodontal and other advanced treatments.					
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 retained in HIV medical care from baseline % to target % through the provision of Oral Health Care with outcomes addressing disparities that persist among populations overburdened by HIV.			1 unit= 1 CDT Code	58	176
				Cost per Person	***Cost per Unit***
				$1,422	$469
Performance Measure Outcome:	Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**		91%		
	Target (%)		95%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Specialty Medical Care		
	Total Amount:	$37,638		
Service Category Goal: The provision of short term treatment of specialty medical conditions and associated diagnostic outpatient procedures for clients based upon referral from a primary care medical provider.				
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 viraly suppressed from baseline % to target % through the provision of Specialty Medical Care with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 CPT Code	42	355
			Cost per Person	***Cost per Unit***
			$896	$106
Performance Measure Outcome:	HIV Viral Load Suppression			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	0%		
	Target (%)	80%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Outpatient/Ambulatory Health Services		
	Total Amount:	$38,129		
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	98	189
			Cost per Person	***Cost per Unit***
			$389	$202
Performance Measure Outcome:	HIV Viral Load Suppression			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	87%		
	Target (%)	95%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Food Bank/Home Delivered Meals		
	Total Amount:	$159,300		
Service Category Goal: The provision of actual food items, hot meals, or a voucher program to purchase food.				
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 retained in HIV medical care from baseline % to target % through the provision of Food Bank/Home Delivered Meals with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 1 voucher or 1 food box	382	5,793
			Cost per Person	***Cost per Unit***
			$417	$27
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:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Medical Transportation		
	Total Amount:	$34,752		
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.				
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 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	148	2,114
			Cost per Person	***Cost per Unit***
			$235	$16
Performance Measure Outcome:	Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	86%		
	Target (%)	95%		

EXHIBIT A1

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Non-Medical Case Management		
	Total Amount:	$195,659		
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***	***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	1,350	24,300
			Cost per Person	***Cost per Unit***
			$145	$8
Performance Measure Outcome:	Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	80%		
	Target (%)	95%		
	HIV Viral Load Suppression			
	Baseline (%)	91%		
	Target (%)	95%		

Ryan White MAI Implementation Plan: Service Category Table				
Agency Name:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Non-Medical Case Management- MAI		
	Total Amount:	$38,757		
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***	***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	380	5,458
			Cost per Person	***Cost per Unit***
			$102	$7
Performance Measure Outcome:	Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	78%		
	Target (%)	95%		
	HIV Viral Load Suppression			
	Baseline (%)	88%		
	Target (%)	95%		

EXHIBIT A1

Ryan White MAI Implementation Plan: Service Category Table				
Agency Name:	FoundCare, Inc.			
Grant Year: 2025	**Service Category:**	Psychosocial Support Services- MAI		
	Total Amount:	$31,892		
Service Category Goal: The provision of group or individual support and counseling services to assist clients to address behavioral and physical health concerns.				
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 retained in HIV medical care from baseline % to target % through the provision of Psychosocial Support Services with outcomes addressing disparities that persist among populations overburdened by HIV.		1 unit= 15 Minutes of Service	282	2,508
			Cost per Person	***Cost per Unit***
			$113	$13
Performance Measure Outcome:	Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	81%		
	Target (%)	95%		

EXHIBIT B1

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

FOUNDCARE, INC.				
Core Medical Services	GY24	GY25	GY26	Total
Early Intervention Services	$134,765	$134,765	$134,765	$404,295
Early Intervention Services - MAI	$104,062	$104,062	$104,062	$312,186
Health Insurance Premium and Cost Sharing Assistance	$1,070,200	$1,197,187	$1,197,187	$3,464,574
Laboratory Diagnostic Testing	$21,079	$26,647	$26,647	$74,373
Medical Case Mgt. - Including Treatment Adherence	$434,281	$461,303	$461,303	$1,356,887
Medical Case Mgt. - Including Treatment Adherence – MAI	$114,051	$180,089	$180,089	$474,229
Mental Health Services	$15,048	$15,048	$15,048	$45,144
Oral Health Care	$82,500	$82,500	$82,500	$247,500
Specialty Outpatient Medical Care	$37,638	$37,638	$37,638	$112,914
Outpatient/Ambulatory Medical Care	$36,364	$38,129	$38,129	$112,622
Subtotal Core Medical Services	**$2,049,988**	**$2,277,368**	**$2,277,368**	**$6,604,724**
Support Services	GY24	GY25	GY26	Total
Food Bank/Home Delivered Meals	$159,300	$159,300	$159,300	$477,900
Medical Transportation	$34,752	$34,752	$34,752	$104,256
Non - Medical Case Mgt.	$166,203	$195,659	$195,659	$557,521
Non - Medical Case Mgt. - MAI	$38,757	$38,757	$38,757	$116,271
Psychosocial Support Services -MAI	$63,418	$31,892	$31,892	$127,202
Subtotal Support Services	**$462,430**	**$460,360**	**$460,360**	**$1,383,150**
Combined Core Medical and Support Services	GY24	GY25	GY26	Total Combined Amount
Total	**$2,512,418**	**$2,737,728**	**$2,737,728**	**$7,987,874**
Continuous Quality Management (CQM) Program				
	$10,000	$10,000	$10,000	$30,000
Total	**$2,522,418**	**$2,747,728**	**$2,747,728**	**$8,017,874**

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	**FOUNDCARE, INC.**
(ii)	Subrecipient Unique Entity Identifier:	54-2083748
(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:	$2,747,728.00
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	$2,747,728.00
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	$2,747,728.00
(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**
) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has: • 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.) Documentation that the LPAP is not dispensing medications: • 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. c) Documentation that the LPAP is: • 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.	) 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**
a) Documentation that: • 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.	) 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**
) 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 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	) 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 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.

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**
) 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: • 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: • Types of services provided. • Types of encounters/communication. • Duration and frequency of the encounters.) Documentation in client records of services provided, such as: • 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.	) 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**
) Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state.) Documentation of the existence of a detailed treatment plan for each eligible client that includes: • 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. c) Documentation of service provided to ensure that: • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan.	) Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals. b) Maintain client records that include: • 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**
a) Documentation that: • 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.	) 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**
a) Documentation of the following: • 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. b) Documentation that diagnostic and laboratory tests are: • 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.	) 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: • Document and include in client medical records when appropriate, and make available to the recipient upon request: - 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
• 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**
a) Documentation of services and payments to verify that: • 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.	a) Maintain client records that document for each client: • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA.) Maintain and make available to the recipient program documentation of assistance provided, including: • 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). c) Provide assurance to the recipient that all EFA: • 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**
a) Documentation that: • 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. b) Assurance of: • 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.	) Maintain and make available to the recipient documentation of: • 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**
) Documentation that funds are used only for allowable professional services, such as: • Legal Services. • Permanency Planning. • Income Tax Preparation. 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.	) Document and make available to the recipient upon request, services provided, including specific types of professional services provided. b) Provide assurance that: • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. c) Document in each client file: • 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**
a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services. b) Documentation that services are provided through one of the following methods: • 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.	a) Maintain program files that document: • 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. b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation: • 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. 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. d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).

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**
a) Documentation that: • 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.). 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.	a) Maintain client records that include the required elements, as detailed by the recipient, including: • 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**
a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support) • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. b) Documentation that psychosocial support services meet all stated requirements: • 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.	a) Document the provision of psychosocial support services, including: • Types and level of activities provided. • Client eligibility determination. b) Maintain documentation demonstrating that: • 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

EXIHIBT 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.

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:

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 .

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:

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.

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.

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

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 FoundCare, 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)

Christopher Irizarry
(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 Christopher Irizarry

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

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

ROBBIN J. RODRIGUEZ
Notary Public - State of Florida
Commission # HH 623696
My Comm. Expires Apr 21, 2029
Bonded through National Notary Assn.

(Notary Seal)

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 06, 2026
Secretary of State
8729619847CC

DOCUMENT# N02000004723

Entity Name: FOUNDCARE, INC.

Current Principal Place of Business:

2330 SOUTH CONGRESS AVENUE
WEST PALM BEACH, FL 33406

Current Mailing Address:

2330 SOUTH CONGRESS AVENUE
WEST PALM BEACH, FL 33406 US

FEI Number: 54-2083748

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

COE, VANESSA ESQ
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: VANESSA COE 01/06/2026

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DIRECTOR
Name	DRUSKIN, KEN
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	SECRETARY
Name	CONDES, BERTHA
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	DIRECTOR
Name	GORDON, PAUL
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	PRESIDENT
Name	JEAN-FRANCOIS, VIVIANNE L.
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	DIRECTOR, 2ND VICE PRESIDENT
Name	DODSON, DAVID
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	DIRECTOR
Name	CARDEN, STEPHANIE ESQ.
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	DIRECTOR
Name	DIAZ, ERIC
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	CHIEF MEDICAL OFFICER
Name	PHILIUS, ROSE DR.
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

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: JENNIFER HOFFMAN FOUNDCARE 01/06/2026

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	CFO
Name	ANTENOR, ANDY
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	DIRECTOR, VP
Name	ANGLADE, MOISE DR.
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	DIRECTOR
Name	EBANKS, MIRON
Address	2330 S CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	COO
Name	YOUNG, MARCIA
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	BOARD MEMBER
Name	BESS, ADRIENNE
Address	2330 S. CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	DIRECTOR
Name	ROTA, JAMES
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	DIRECTOR, TREASURER
Name	HOWARD, MARCIA
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	CEO
Name	IRIZARRY, CHRISTOPHER
Address	2330 S CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

Title	ADMINISTRATIVE ASSISTANT
Name	HOFFMAN, JENNIFER
Address	2330 SOUTH CONGRESS AVENUE
City-State-Zip:	WEST PALM BEACH FL 33406

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2025

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 Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	**CONTACT NAME:** Certificate Specialist **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** clcerts@marshmma.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
INSURED FOUNDINC1 FoundCare, Inc. 2330 S Congress Ave West Palm Beach FL 33406	**INSURER A :** Florida Insurance Trust — 99999 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1780765335 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	FITGL364992025	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	FITAU364992025	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** X CLAIMS-MADE DED X RETENTION $ 0	Y	Y	FITXS364992025	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	FITWC364992025	6/1/2025	6/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A A	Professional Liability Abuse/Molestation	Y	Y	FITGL364992025 FITGL364992025	6/1/2025 6/1/2025	6/1/2026 6/1/2026	$1,000,000 $1,000,000	$3,000,000 $3,000,000

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

Complete Certificate Holder: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents

Certificate Holder is Additional Insured as respects to General, Automobile, Excess and Professional Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. Coverage is primary with respect to General Liability and non-contributory as subject to the terms, conditions and exclusions of the policy. Waiver of subrogation applies in favor of certificate holder as respects to General, Automobile, Professional, Excess Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

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

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

Todd George

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS SECOND 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 **The Poverello 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 **65-0056218**.

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 (R2024-0532) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed $431,010.00; and

WHEREAS, the Subrecipient Agreement, was amended on March 11, 2025, (R2025-0268), in order to: increase the total amount for Grant Year 2024 by replacing **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** in order to increase the total Agreement amount for Grant Year 2024; update **EXHIBIT A RYAN WHITE PART A IMPLEMENTATION PLAN**; update **EXHIBIT B UNITS OF SERVICE RATE AND DEFINITION;** update **EXHIBIT G SUBAWARD;** add new **ARTICLE 54 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN;** and add new **ARTICLE 55 HUMAN TRAFFICKING AFFIDAVIT.**

WHEREAS, the need exists to amend the Subrecipient Agreement 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**; remove **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS;** revise **ARTICLE 34, STANDARDS OF CONDUCT FOR EMPLOYEES**; revise **ARTICLE 50, PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS** replace **EXHIBIT A1** with **EXHIBIT A2**; replace **EXHIBIT B1** with **EXHIBIT B2**; replace **EXHIBIT G1** with **EXHIBIT G2**; replace **EXHIBIT K** with **EXHIBIT K1** replace **EXHIBIT O** with **EXHIBIT O1,** 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 EIGHTY-TWO THOUSAND FIFTY-ONE DOLLARS AND ZERO CENTS ($982,051.00) OF WHICH FOUR HUNDRED NINETY-ONE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($491,375.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF TWO HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED THIRTY EIGHT DOLLARS AND ZERO CENTS ($245,338.00) 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. **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** is removed.

V. **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.§ 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. **EXHIBIT A1 IMPLEMENTATION PLAN** is replaced in its entirety by **EXHIBIT A2-IMPLEMENTATION PLAN,** attached hereto and incorporated herein by reference.

VIII. **EXHIBIT B1 UNITS OF SERVICE RATE AND DEFINITIONS** is replaced in its entirety by **EXHIBIT B2 UNITS OF SERVICE RATE AND DEFINITIONS** attached hereto and incorporated herein by reference.

IX. **EXHIBIT G1 SUBAWARD** is replaced in its entirety by **EXHIBIT G2 SUBAWARD** attached hereto and incorporated herein by reference.

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

XI. **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.

XII. All other provisions of the Agreement not modified in this Second 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 Second 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:
The Poverello Center, Inc.

DocuSigned by:
BY: _____
55E791568DE44F...
Authorized Signature

Thomas S Pietrogallo
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
BY: JBR
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Signed by:
BY: Tarina Malhotra
75C93F78AEFD4B2...
Department Director
Community Services Department

EXHIBIT A2

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	The Poverello center, Inc.			
Grant Year: 2025	**Service Category:**	Food Bank/Home Delivered Meals		
	Total Amount:	$240,945		
Service Category Goal: The provision of actual food items, hot meals, or a voucher program to purchase food.				
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 retained in HIV medical care from baseline % to target % through the provision of Food Bank/Home Delivered Meals with outcomes addressing disparities that persist among populations overburdened by HIV.			1 unit= 1 voucher or 1 food box	1,885 / 8,762
				Cost per Person / ***Cost per Unit***
				$128 / $27
Performance Measure Outcome:	Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**		95%	
	Target (%)		97%	

EXHIBIT B2

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

THE POVERELLO CENTER, INC.				
Support Services	GY24	GY25	GY26	Total
Food Bank/Home Delivered Meals	186,982	240,945	240,945	668,872
Food Bank/ Food Boxes	300,000	0	0	300,000
Subtotal Support Services	**486,982**	**240,945**	**240,945**	**968,872**
Continuous Quality Management (CQM) Program				
	4,393	4,393	4,393	13,179
Total	491,375	245,338	245,338	982,051

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 G2

SUBAWARD

(i)	Sub-recipient Name	**The Poverello Center, Inc.**
(ii)	Sub-recipient Unique Entity Identifier:	65-0056218
(iii)	Federal Award Identification Number (FAIN):	H8900034
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	07/29/02025
(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:	$245,338.00
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	$245,338.00
(viii	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	$245,338.00
(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**
a) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has: • 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. b) Documentation that the LPAP is not dispensing medications: • 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. c) Documentation that the LPAP is: • 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.	a) Provide to the Part A recipient, on request, documentation that the LPAP meets HRSA HAB requirements. b) 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. c) 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**
a) Documentation that: • 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.	a) Establish MOUs with key points of entry into care to facilitate access to care for those who test positive. b) Document provision of all four required EIS components with Part A or other funding. c) Document and report on numbers of HIV tests and positives, as well as where and when Part A-funded HIV testing occurs. d) Document that HIV testing activities and methods meet the Centers for Disease Control and Prevention (CDC) and state requirements. e) Document the number of referrals for healthcare and supportive services. f) Document referrals from key points of entry to EIS programs. g) Document training and education sessions designed to help individuals navigate and understand the HIV system of care. h) 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. i) 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**
a) 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. b) Documentation that the insurance plan purchased provides comprehensive primary care and a full range of HIV medications. c) Documentation that the (Oral Health) insurance plan purchased provides comprehensive oral healthcare services. d) Documentation, including a physician's written statement that the eye condition is related to HIV infection	a) Conduct an annual cost-effectiveness analysis (if not done by the recipient) that addresses the noted criteria. b) 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. c) Provide proof that where RWHAP funds cover premiums, the dental insurance policy provides comprehensive oral healthcare services. d) Maintain proof of low-income status. e) 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. f) When funds are used to cover copays for prescription eyewear, provide a physician's written statement that the eye
when funds are used for copays of eyewear. e) Assurance that any cost associated with the creation, capitalization, or administration of a liability risk pool is not being funded by RWHAP. f) Assurance that RWHAP funds are not being used to cover costs associated with Social Security. g) Documentation of clients' low-income status as defined by the EMA/TGA	condition is related to HIV infection. g) Have policies and procedures outlining processes for informing, educating, and enrolling people in healthcare and documenting the vigorous pursuit of those efforts. h) Develop a system to ensure funds pay only for in-network outpatient services. i) Coordinate with CMS, including entering into appropriate agreements, to ensure that funds are appropriately included in TrOOP or donut hole costs.

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**
a)Documentation that Subrecipients are trained professionals, either medically credentialed persons or other healthcare staff who are part of the clinical care team. b) Documentation that the following activities are being carried out for clients as necessary: • 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. c) Documentation in program and client records of case management services and encounters, including: • Types of services provided. • Types of encounters/communication. • Duration and frequency of the encounters. d) Documentation in client records of services provided, such as: • 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.	a) 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. b) 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**
a) Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state. b) Documentation of the existence of a detailed treatment plan for each eligible client that includes: • 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. c) Documentation of service provided to ensure that: • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan.	a) Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals. b) Maintain client records that include: • 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**
a) Documentation that: • 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.	a) 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. b) 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

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**
a) Documentation of the following: • 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. b) Documentation that diagnostic and laboratory tests are: • 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.	a) Ensure that client medical records document services provided, the dates and frequency of services provided, and that services are for the treatment of HIV. b) Include clinical notes signed by the licensed service provider in patient records. c) Maintain professional certifications and licensure documents, and make them available to the recipient upon request. d) For diagnostic and laboratory tests: • Document and include in client medical records when appropriate, and make available to the recipient upon request: - 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
• 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**
a) Documentation of services and payments to verify that: • 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.	a) Maintain client records that document for each client: • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA. b) Maintain and make available to the recipient program documentation of assistance provided, including: • 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). c) Provide assurance to the recipient that all EFA: • 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**
a) Documentation that: • 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. b) Assurance of: • 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.	a) Maintain and make available to the recipient documentation of: • 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. b) 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**
a) Documentation that funds are used only for allowable professional services, such as: • Legal Services. • Permanency Planning. • Income Tax Preparation. 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.	a) Document and make available to the recipient upon request, services provided, including specific types of professional services provided. b) Provide assurance that: • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. c) Document in each client file: • 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**
a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services. b) Documentation that services are provided through one of the following methods: • 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.	a) Maintain program files that document: • 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. b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation: • 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. 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. d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).

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**
a) Documentation that: • 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.). 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.	a) Maintain client records that include the required elements, as detailed by the recipient, including: • 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**
a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support) • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. b) Documentation that psychosocial support services meet all stated requirements: • 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.	a) Document the provision of psychosocial support services, including: • Types and level of activities provided. • Client eligibility determination. b) Maintain documentation demonstrating that: • 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

EXHIBT 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.

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.

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:

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 .

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:

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.

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.

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

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.

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 26, 2025
Secretary of State
6960711943CC

DOCUMENT# N20756

Entity Name: THE POVERELLO CENTER, INC.

Current Principal Place of Business:

2056 NORTH DIXIE HIGHWAY
WILTON MANORS, FL 33305

Current Mailing Address:

2056 NORTH DIXIE HIGHWAY
WILTON MANORS, FL 33305 US

FEI Number: 65-0056218

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HACKLEMAN OLIVE JUDD, PA
2426 EAST LAS OLAS BLVD
FORT LAUDERDALE, FL 33301 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	CHAIRMAN
Name	REICHMAN, JODI
Address	1241 CORDOVA ROAD
City-State-Zip:	FT LAUDERDALE FL 33316

Title	CEO
Name	PIETROGALLO, THOMAS S.
Address	2056 N. DIXIE HWY
City-State-Zip:	WILTON MANORS FL 33305

Title	DIRECTOR
Name	SKINNER-OSEI, PRECIOUS DR.
Address	777 GLADES ROAD SO308
City-State-Zip:	BOCA RATON FL 33431

Title	DIRECTOR
Name	ESHEL, ARIELA
Address	9250 W FLAGLER STE 600
City-State-Zip:	MIAMI FL 33174

Title	V
Name	BLOOM, MITCH
Address	4730 NE 2ND TERRACE
City-State-Zip:	OAKLAND PARK FL 33334

Title	T
Name	CARSON, JULIE
Address	2741 NE 8TH AVENUE, APT. 1
City-State-Zip:	WILTON MANORS FL 33334

Title	DIRECTOR
Name	CAMINO, JOSE
Address	11111 BISCAYNE BLVD #1405
City-State-Zip:	MIAMI FL 33181

Title	DIRECTOR
Name	CANDY, SICLE
Address	3470 NW 82ND AVE SUITE 1100
City-State-Zip:	DORAL FL 33122

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: THOMAS S. PIETROGALLO CEO 02/26/2025

Electronic Signature of Signing Officer/Director Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2026

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 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 Cothrom Risk & Insurance Services 110 E Broward Blvd Suite 940 Fort Lauderdale FL 33301	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 954-368-2191 **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@cothrom.com
INSURED POVECEN-01 The Poverello Center, Inc. 2056 N Dixie Hwy Wilton Manors FL 33305	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** Aspen Specialty Insurance Company — 10717 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1216164851 **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	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PHPK2650685005	1/28/2026	1/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse/Molestation AG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		PHPK2650685005	1/28/2026	1/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ **UMBRELLA LIAB** ☒ OCCUR ☒ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB898921005	1/28/2026	1/28/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A B A	Social Services Prof. Liability Directors & Officers Crime			PHPK2650685005 CMLSCSAGSCP0126 PHPK2650685005	1/28/2026 1/28/2026 1/28/2026	1/28/2027 1/28/2027 1/28/2027	PL Aggregate D&O Aggregate Employee Theft Limit	3,000,000 1,000,000 250,000

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

Allied Health Professional & General Liability Policy # CO00000780603
Carrier: Admiral Insurance Company
Term: 01/28/26 - 01/28/27
Professional Liability Limits: $1,000,000 Each Claim / $3,000,000 Aggregate
General Liability Limits: $1,000,000 Each Occurrence / $3,000,000 Aggregate

Volunteer Accident Liability, via Federal Insurance Company (CHUBB), Policy #99121374
- Max Limit $100,000, effective dates: 1/28/26 - 1/28/27
See Attached...

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Community Services Department
Attn: Contracts Manager
810 West Datura Street
West Palm Beach FL 33401

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
Craig Simpkins

AGENCY CUSTOMER ID: POVECEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Cothrom Risk & Insurance Services	The Poverello Center, Inc. 2056 N Dixie Hwy Wilton Manors FL 33305
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Network Security & Privacy Liability (Cyber) Policy # C-4M1F-239536-CYBER-2026
Carrier: Coalition Insurance Solutions Inc
Term: 01/28/26 - 01/28/27
Limits: $250,000 Each Claim / $250,000 Aggregate

D&O includes Fiduciary coverage.

Inland Marine included in Commercial Package for total $43,000.
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are an additional insured for under the general liability policy when required by written agreement subject to the terms and conditions of the policy.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2025

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: Colleen DeWitt	
SUNZ Insurance Solutions, LLC ID : (Vensure HR) c/o Vensure HR Inc 1475 S. Price Road, Chandler, AZ 85286	PHONE (A/C, No, Ext): (800) 409-8958	FAX (A/C, No):
	E-MAIL ADDRESS: certs@vensure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SUNZ Insurance Company	34762
INSURED National Employer Services, LLC L/C/F The Poverello Center Inc 1475 S. Price Road Chandler AZ 85286	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 10341377 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC071-00001-026	01/01/2026	01/01/2027	☑ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: The Poverello Center Inc.
Client Effective: 01/01/2023.

CERTIFICATE HOLDER

FL - Florida

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

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

Rick Leonard

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS SECOND 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 **Treasure Coast Health Council, 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 **59-2242689**.

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 (R2024-0531) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed $3,264,741.00; and

WHEREAS, the Subrecipient Agreement, was amended on March 11, 2025, (R2025-0269), in order to: increase the total amount for Grant Year 2024 by replacing **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** in order to increase the total Agreement amount for Grant Year 2024; update **EXHIBIT A RYAN WHITE PART A IMPLEMENTATION PLAN**; update **EXHIBIT B UNITS OF SERVICE RATE AND DEFINITION;** update **EXHIBIT G SUBAWARD;** add new **ARTICLE 54 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN;** and add new **ARTICLE 55 HUMAN TRAFFICKING AFFIDAVIT.**

WHEREAS, the need exists to amend the Subrecipient Agreement 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**; remove **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS;** revise **ARTICLE 34, STANDARDS OF CONDUCT FOR EMPLOYEES**; revise **ARTICLE 50, PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS** replace **EXHIBIT A1** with **EXHIBIT A2**; replace **EXHIBIT B1** with **EXHIBIT B2**; replace **EXHIBIT G1** with **EXHIBIT G2**; replace **EXHIBIT K** with **EXHIBIT K1** replace **EXHIBIT O** with **EXHIBIT O1,** 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 EIGHT HUNDRED FORTY-THREE THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS ($3,843,979.00) OF WHICH ONE MILLION FOUR HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS AND ZERO CENTS ($1,423,361.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE MILLION TWO HUNDRED TEN THOUSAND THREE HUNDRED NINE DOLLARS AND ZERO CENTS ($1,210,309.00) 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. **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS** is removed.

V. **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.§ 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. **EXHIBIT A1 IMPLEMENTATION PLAN is** replaced in its entirety by **EXHIBIT A2-IMPLEMENTATION PLAN,** attached hereto and incorporated herein by reference.

VIII. **EXHIBIT B1 UNITS OF SERVICE RATE AND DEFINITIONS** is replaced in its entirety by **EXHIBIT B2 UNITS OF SERVICE RATE AND DEFINITIONS** attached hereto and incorporated herein by reference.

IX. **EXHIBIT G1 SUBAWARD** is replaced in its entirety by **EXHIBIT G2 SUBAWARD** attached hereto and incorporated herein by reference.

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

XI. **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.

XII. All other provisions of the Agreement not modified in this Second 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 Second 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:
Treasure Coast Health Council, Inc.

DocuSigned by:
BY: Andrea Stephenson-Royster
9C67063E96074E1...
Authorized Signature

Andrea Stephenson Royster
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
JBR
BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Signed by:
Tarunа Mallhotra
BY: 75C93F78AF:FD4B2...
Department Director
Community Services Department

EXHIBIT A2

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	Health Council of Southeast Florida			
Grant Year: 2025	**Service Category:**	Early Intervention Services		
	Total Amount:	$91,448		
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***	***Number of Units to be Provided***
By February 28th, 2027, 95% of PWH served through Early Intervention Services will be engaged and/or linked to care.		1 unit= 15 minutes of service	1,840	7,122
			Cost per Person	***Cost per Unit***
			$50	$13
Performance Measure Outcome:	In Care- Linkage to Medical Care			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	92%		
	Target (%)	95%		

Ryan White MAI Implementation Plan: Service Category Table				
Agency Name:	Health Council of Southeast Florida			
Grant Year: 2025	**Service Category:**	Early Intervention Services - MAI		
	Total Amount:	$116,488		
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***	***Number of Units to be Provided***
By February 28th, 2027, 95% of PWH served through MAI Early Intervention Services will be will be engaged and/or linked to care.		1 unit= 15 minutes of service	2,925	10,650
			Cost per Person	***Cost per Unit***
			$40	$11
Performance Measure Outcome:	In Care- Linkage to Medical Care			
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	94%		
	Target (%)	95%		

EXHIBIT A2

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	Health Council of Southeast Florida				
Grant Year: 2025	**Service Category:**	Health Insurance Premium and Cost-Sharing Assistance			
	Total Amount:	$618,273			
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***	***Number of Units to be Provided***
By February 28th, 2027, 99% of PWH served through Health Insurance Premium and Cost Sharing Assistance will be retained in care.			1 unit= 1 Deductible, 1 Co-Payment, or 1 Monthly Premium payment	125	1,008
				Cost per Person	***Cost per Unit***
				$4,946	$613
Performance Measure Outcome:	Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	92%			
	Target (%)	99%			

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	Health Council of Southeast Florida				
Grant Year: 2025	**Service Category:**	Medical Case Management			
	Total Amount:	$90,000			
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***	***Number of Units to be Provided***
By February 28th, 2027, 98% of clients served through MAI Medical Case Management will be retained in care and 93% will achieve viral load suppression.			1 unit= 15 minutes of service	523	6,922
				Cost per Person	***Cost per Unit***
				$172	$13
Performance Measure Outcome:	HIV Viral Load Suppression				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**	92%			
	Target (%)	93%			
	Retention in HIV Medical Care				
	Baseline (%)	90%			
	Target (%)	98%			

EXHIBIT A2

Ryan White MAI Implementation Plan: Service Category Table				
Agency Name:	Health Council of Southeast Florida			
Grant Year: 2025	**Service Category:**	Medical Case Management- MAI		
	Total Amount:	$65,214		
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*** / ***Number of Units to be Provided***
By February 28th, 2027, 98% of clients served through MAI Medical Case Management will be retained in care and 91% will achieve viral load suppression.			1 unit= 15 minutes of service	234 / 4,460
				Cost per Person / ***Cost per Unit***
				$279 / $15
Performance Measure Outcome: (Baseline= 1st yr; Target= 3rd year)	HIV Viral Load Suppression			
	Baseline (%)	90%		
	Target (%)	91%		
	Retention in HIV Medical Care			
	Baseline (%)	90%		
	Target (%)	98%		

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	Health Council of Southeast Florida			
Grant Year: 2025	**Service Category:**	Specialty Medical Care		
	Total Amount:	$129,624		
Service Category Goal: The provision of short term treatment of specialty medical conditions and associated diagnostic outpatient procedures for clients based upon referral from a primary care medical provider.				
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***
By February 28th, 2027, 94% of clients served through Specialty Medical Care will be achieve viral load suppression.			1 unit= 1 CPT Code	147 / 1,229
				Cost per Person / ***Cost per Unit***
				$882 / $105
Performance Measure Outcome: (Baseline= 1st yr; Target= 3rd year)	HIV Viral Load Suppression			
	Baseline (%)	93%		
	Target (%)	94%		

EXHIBIT A2

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	Health Council of Southeast Florida				
Grant Year: 2025	**Service Category:**	Medical Transportation			
	Total Amount:	$20,114			
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.					
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***
By February 28th, 2027, 96% of PWH served through Medical Transportation will be retained in care.			1 unit= 1 Trip/Voucher	104	891
				Cost per Person	***Cost per Unit***
				$193	$23
Performance Measure Outcome:	Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**		91%		
	Target (%)		96%		

Ryan White Part A Implementation Plan: Service Category Table					
Agency Name:	Health Council of Southeast Florida				
Grant Year: 2025	**Service Category:**	Non-Medical Case Management			
	Total Amount:	$14,711			
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***	***Number of Units to be Provided***
By February 28th, 2027, 99% of clients served through Non-medical Case Management will be retained in care and 92% will achieve viral load suppression.			1 unit= 15 minutes of service	40	1,198
				Cost per Person	***Cost per Unit***
				$368	$12
Performance Measure Outcome:	Retention in HIV Medical Care				
(Baseline= 1st yr; Target= 3rd year)	**Baseline (%)**		90%		
	Target (%)		99%		
	HIV Viral Load Suppression				
	Baseline (%)		91%		
	Target (%)		92%		

EXHIBIT A2

Ryan White MAI Implementation Plan: Service Category Table				
Agency Name:	Health Council of Southeast Florida			
Grant Year: 2025	**Service Category:**	Non-Medical Case Management- MAI		
	Total Amount:	$21,884		
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*** / ***Number of Units to be Provided***
By February 28th, 2027, 96% of clients served through MAI Non-medical Case Management will be retained in care and 92% will achieve viral load suppression.			1 unit= 15 minutes of service	64 / 1,997
				Cost per Person / ***Cost per Unit***
				$342 / $11
Performance Measure Outcome: (Baseline= 1st yr; Target= 3rd year)	Retention in HIV Medical Care			
	Baseline (%)	89%		
	Target (%)	96%		
	HIV Viral Load Suppression			
	Baseline (%)	91%		
	Target (%)	92%		

Ryan White MAI Implementation Plan: Service Category Table				
Agency Name:	Health Council of Southeast Florida			
Grant Year: 2025	**Service Category:**	Psychosocial Support Services- MAI		
	Total Amount:	$32,553		
Service Category Goal: The provision of group or individual support and counseling services to assist clients to address behavioral and physical health concerns.				
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***
By February 28th, 2027, 96% of PWH served through MAI Psychosocial Support Services will be retained in care.			1 unit= 15 Minutes of Service	158 / 3,128
				Cost per Person / ***Cost per Unit***
				$206 / $10
Performance Measure Outcome: (Baseline= 1st yr; Target= 3rd year)	Retention in HIV Medical Care			
	Baseline (%)	92%		
	Target (%)	96%		

EXHIBIT B2

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

TREASURE COAST HEALTH COUNCIL, INC.				
Core Medical Services	GY24	GY25	GY26	Total
Early Intervention Services	110,309	91,448	91,448	293,205
Early Intervention Services - MAI	116,488	116,488	116,488	349,464
Health Insurance Premium and Cost Sharing Assistance	691,252	618,273	618,273	1,927,798
Medical Case Mgt.- Including Treatment Adherence	98,577	90,000	90,000	278,577
Medical Case Mgt.- Including Treatment Adherence - MAI	64,207	65,214	65,214	194,635
Specialty Outpatient Medical Care	236,467	129,624	129,624	495,715
Subtotal Core Medical Services	**1,317,300**	**1,111,047**	**1,111,047**	**3,539,394**
Support Services	GY24	GY25	GY26	Total
Medical Transportation	20,114	20,114	20,114	60,342
Non - Medical Case Mgt.	16,176	14,711	14,711	45,598
Non - Medical Case Mgt. - MAI	21,884	21,884	21,884	65,652
Psychosocial Support Services - MAI	37,887	32,553	32,553	102,993
Subtotal Support Services	**96,061**	**89,262**	**89,262**	**274,585**
Combined Core Medical and Support Services	GY24	GY25	GY26	Total Combined Amount
Total	**1,413,361**	**1,200,309**	**1,200,309**	**3,813,979**
Continuous Quality Management (CQM) Program				
	10,000	10,000	10,000	30,000
Total	**1,423,361**	**1,210,309**	**1,210,309**	**3,843,979**

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 G2

SUBAWARD

(i)	Sub-recipient Name	**Treasure Coast Health Council, Inc.**
(ii)	Sub-recipient Unique Entity Identifier:	59-2242689
(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:	$1,210,309.00
(vii	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	$1,210,309.00
(vii	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	$1,210,309.00
(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**
) Documentation that the Local Pharmaceutical Assistance Program's (LPAP) drug distribution system has: • 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.) Documentation that the LPAP is not dispensing medications: • 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. c) Documentation that the LPAP is: • 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.	) 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**
a) Documentation that: • 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.	) 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**
) 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 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	) 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 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.

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**
) 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: • 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: • Types of services provided. • Types of encounters/communication. • Duration and frequency of the encounters.) Documentation in client records of services provided, such as: • 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.	) 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.

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**
) Documentation of appropriate and valid licensure and certification of mental health professionals as required by the state.) Documentation of the existence of a detailed treatment plan for each eligible client that includes: • 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. c) Documentation of service provided to ensure that: • Services provided are allowable under RWHAP guidelines and contract requirements. • Services provided are consistent with the treatment plan.	) Obtain and have on file and available for recipient review, appropriate and valid licensure, and certification of mental health professionals. b) Maintain client records that include: • 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**
a) Documentation that: • 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.	) 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

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**
a) Documentation of the following: • 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. b) Documentation that diagnostic and laboratory tests are: • 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.	) 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: • Document and include in client medical records when appropriate, and make available to the recipient upon request: - 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
• 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**
a) Documentation of services and payments to verify that: • 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.	a) Maintain client records that document for each client: • Client eligibility and need for EFA. • Types of EFA provided. • Date(s) EFA was provided. • Method of providing EFA.) Maintain and make available to the recipient program documentation of assistance provided, including: • 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). c) Provide assurance to the recipient that all EFA: • 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.

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**
a) Documentation that: • 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. b) Assurance of: • 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.	) Maintain and make available to the recipient documentation of: • 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**
) Documentation that funds are used only for allowable professional services, such as: • Legal Services. • Permanency Planning. • Income Tax Preparation. 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.	) Document and make available to the recipient upon request, services provided, including specific types of professional services provided. b) Provide assurance that: • Funds are being used only for professional services directly necessitated by an individual's HIV status. • RWHAP serves as the payor of last resort. c) Document in each client file: • 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**
a) Documentation that medical transportation services are used only to enable an eligible individual to access HIV-related health and support services. b) Documentation that services are provided through one of the following methods: • 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.	a) Maintain program files that document: • 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. b) Maintain documentation showing that the provider is meeting stated contract requirements with regard to methods of providing transportation: • 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. 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. d) Obtain recipient approval prior to purchasing or leasing a vehicle(s).

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**
a) Documentation that: • 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.). 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.	a) Maintain client records that include the required elements, as detailed by the recipient, including: • 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.

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**
a) Documentation that psychosocial services' funds are used only to support eligible activities, including: (eliminated Support and counseling activities, Caregiver support) • Bereavement counseling. • Child abuse and neglect counseling. • HIV support groups. • Nutrition counseling is provided by a non-registered dietitian. • Pastoral care/counseling. b) Documentation that psychosocial support services meet all stated requirements: • 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.	a) Document the provision of psychosocial support services, including: • Types and level of activities provided. • Client eligibility determination. b) Maintain documentation demonstrating that: • 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

EXIHIBT 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.

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:

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 .

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:

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.

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.

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

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.

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 765650

Entity Name: TREASURE COAST HEALTH COUNCIL, INC.

FILED
Jan 30, 2025
Secretary of State
2388006620CC

Current Principal Place of Business:

600 SANDTREE DRIVE
101
PALM BEACH GARDENS, FL 33403

Current Mailing Address:

600 SANDTREE DRIVE
101
PALM BEACH GARDENS, FL 33403 US

FEI Number: 59-2242689

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

STEPHENSON ROYSTER, ANDREA
600 SANDTREE DRIVE
101
PALM BEACH GARDENS, FL 33403 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: ANDREA STEPHENSON ROYSTER 01/30/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DIRECTOR
Name	RITCHIE-PONCY, MARNIE ESQ.
Address	941 NORTH HWY A1A
City-State-Zip:	JUPITER FL 33477

Title	CHAIR
Name	BISHOP, CHRISTINE O.D.
Address	710 S. PARROTT AVENUE
City-State-Zip:	OKEECHOBEE FL 34974

Title	CEO
Name	STEPHENSON ROYSTER, ANDREA
Address	600 SANDTREE DRIVE SUITE 101
City-State-Zip:	PALM BEACH GARDENS FL 33403

Title	DIRECTOR
Name	HATCH, LISA
Address	6633 WOODS ISLAND CLR, APT 104 APT 104
City-State-Zip:	PORT ST LUCIE FL 34952

Title	DIRECTOR
Name	FIGNAR, JACKIE
Address	11320 47TH ROAD N
City-State-Zip:	WEST PALM BEACH FL 33411

Title	TREASURER
Name	BURDETTE, KATHLEEN
Address	10551 SW WESTLAWN BLVD
City-State-Zip:	PORT ST LUCIE FL 34987

Title	DIRECTOR
Name	FRANKLIN, ELISABETH
Address	3524 LAKEVIEW DRIVE
City-State-Zip:	DELRAY BEACH FL 33445

Title	DIRECTOR
Name	WHITE, TEENA DR.
Address	2311 SW ESSEX COURT
City-State-Zip:	PALM CITY FL 34990

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: ANDREA STEPHENSON ROYSTER CEO 01/30/2025

Electronic Signature of Signing Officer/Director Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2026

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 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: Bessie Conner-switzer
Brown & Brown Insurance Services, Inc. 100 Rialto Place, Suite 900 Melbourne FL 32901	PHONE (A/C, No, Ext): (904) 657-5124 FAX (A/C, No): E-MAIL ADDRESS: bessie.conner-switzer@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Casualty Insurance Company	29424
INSURER B :	Hartford Underwriters Insurance Company	30104
INSURER C :	Landmark American Insurance Company	33138
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Treasure Coast Health Council, Inc.
DBA: Health Council of Southeast Florida
600 Sandtree Dr Ste 101
Palm Beach Gardens, FL 33403

COVERAGES **CERTIFICATE NUMBER:** 25-26 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	21 SBM BV0075 SA	05/30/2025	05/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ Excluded $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			21 SBM BV0075 SA	05/30/2025	05/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECDZ3934	01/01/2026	01/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional liability			LHM869530	08/27/2025	08/27/2026	Each Claim Aggregate Deductible (Each Claim)	$1,000,000 $3,000,000 $5,000

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

INSR LTR. D. Directors & Officers, Policy #J06461748, Eff date: 02/03/2025 to Expiry date: 02/03/2026, Aggregate: $1,000,000, Retention: $5,000.
INSR LTR. E. Crime, Policy #105737716, Eff date:02/18/2024 to Expiry date:02/18/2027, Employee Theft:$50,000, Retention:$1,000.

Reference Number - DX00000770
Pin Number : 16649798
Contract Name: Ryan White HIV Intervention Services, Contract #047-01

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners Insurance
Compliance c/o EBIX, Inc
PO Box 100085 - DX
Duluth, GA 30096

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

AGENCY CUSTOMER ID: 00247170

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Treasure Coast Health Council, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Palm Beach County Board of County Commissioners is an additional insured with respect to General Liability if required by written contract. Waiver of subrogation applies in favor of the additional insureds with respect to General Liability.

Attachment 5

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 **Broward Regional Health Planning Council, 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 **59-2274772**.

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 March 11, 2025, the above-named parties entered into a five-year Subrecipient Agreement (R2025-0272) (the Agreement) to provide services in the areas of Core Medical and Support Services in a total amount not to exceed $5,000,000; 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**; remove **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS;** revise **ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES**; revise **ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS;** replace **EXHIBIT A** with **EXHIBIT A1**; replace **EXHIBIT B** with **EXHIBIT B1**; replace **EXHIBIT G** with **EXHIBIT G1**; replace **EXHIBIT K WITH EXHIBT K1**; replace **EXHIBIT O** with **EXHIBIT O1;** all as more fully set forth herein, and

NOW, THEREFORE, the above-named parties hereby mutually agree that the Agreement entered into on May 11, 2025, 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 MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($5,500,000.00), OF WHICH ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($1,500,000.00) IS BUDGETED IN GRANT YEAR 2025, WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE MILLION DOLLARS AND ZERO CENTS ($1,000,000.00) 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. Remove the title and content of **ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS, ENTERPRISES, LABOR SURPLUS FIRMS**:

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

VIII. **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.

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

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

XI. **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.

XII. 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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
Broward Regional Health Planning Council, Inc.

BY: DocuSigned by: Michael De Lucca
Authorized Signature
Broward Regional Health Planning Council

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Initial JBR
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: Tanuna Malhotra
Department Director

EXHIBIT A1

HIV Services Implementation Plan: Service Category Table				
Agency Name:	Broward Regional Health Planning Council, Inc.			
Fiscal Year: 2025	**Service Category:**	Health Insurance Premium Services		
	Total Amount:	$1,500,000		
Service Category Goal: To provide financial assistance to ensure continuity of health insurance to receive medical and pharmacy benefits under a health care coverage program				
Objective: List quantifiable time limited objective related to the service listed above		***Service Unit Definition***	***Number of Persons to be Served***	***Number of Units to be Provided***
At the end of the project period, increase the number of clients retained in HIV medical care by 5% through the provision of Health Insurance Premium Services		1 unit = 1 monthly premium payment	135	1,620
EHE Performance Measure:	Retention in Care			
	Baseline (%)	68.3%		
	Target (%)	73.3%		

EXHIBIT B1

UNITS OF SERVICE RATE AND DEFINITION
2025-2029 HIV SERVICES

Broward Regional Health Planning Council						
Core Medical Services	**GY25**	**GY26**	**GY27**	**GY28**	**GY29**	**Total**
Health Insurance Premium Services (HIPS)	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Subtotal Core Medical Services	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	**5,500,000**
Total	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	**5,500,000**

Annual allocations do not rollover to future years if unspent

For all HIPS service categories listed above, expenses will be reimbursed at actual cost of monthly premium plus $26 admin transaction fee per monthly premium payment. The backup documentation – copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as a desk and/or on-site monitoring on a periodic basis.

EXHIBIT G1

SUBAWARD

(i)	Sub-recipient Name	Broward Regional Health Planning Council Inc.
(ii)	Sub-recipient Unique Entity Identifier:	59-2274772
(iii)	Federal Award Identification Number (FAIN):	UT833954
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	3/01/2025
(v)	Sub-award Period of Performance Start Date:	03/01/2025
	Sub-award Period of Performance End Date:	02/28/2026
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Sub-recipient:	$1,500,000.00
(vii)	Total Amount of Federal Funds Obligated to the Sub-recipient by the Pass-Through Entity Including the Current Obligation:	$1,500,000.00
(viii)	Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity:	$1,500,000.00
(ix)	Federal Award Project Description:	Ending the HIV Epidemic Program
(x)	Name of Federal Awarding Agency:	US Department of Health & Human Services
	Name of Pass-Through Entity:	Palm Beach County Board of Commissioners
	Contact Information for Federal Awarding Official:	Marie E Mehaffey MMehaffey@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@pbcgov.org (561) 355- 4730
(xi)	CFDA Number and Name:	93.914 - HIV Emergency Relief Project Grants
(xii)	Identification of Whether Sub-award is R&D:	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	0

This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward

EXHIBIT K1

SERVICE CATEGORY DESCRIPTION

Health Insurance Premium Services (HIPS)

Description

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

Program Guidance

Health Insurance Premium Services (HIPS) are expected to be offered to all persons with HIV who are uninsured. Eligible health insurance plans may be public or private with coverage of at least one U.S. Food and Drug Administration (FDA) approved medicine in each drug class of core antiretroviral medicines outlined in the U.S. Department of Health and Human Services' Clinical Guidelines for the Treatment of HIV, as well as appropriate HIV outpatient/ambulatory health services.

HIPS does not provide assistance for client deductible, co-pay, or other cost-sharing responsibilities. The payor of last resort requirement applies if a client is eligible for any other available programs that provide health insurance premium assistance, including Ryan White Part A and Part B/ADAP. Priority populations and approved plans will be designated annually during Affordable Care Act Open Enrollment periods to improve cost-effectives in the provision of HIV care and treatment services and may include:

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

Procedure

Unit of Service Description
1 unit = 1 monthly premium

Service Specific Criteria & Required Documentation
- Summary of Benefits from Coverage

Caps/Limitations
- An approved plan released annually

Appendix H- PBC RWHAP Health Insurance Continuation Guidance

EXHIBIT O1

Ending the HIV Epidemic Initiative Funded Agency Programmatic Requirements

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

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

1. To allow COUNTY through its Community Services Department (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 EHE service records for the purpose of contract monitoring of AGENCY service goals, quality improvement initiatives, and other program Agreements.

4. To maintain client records containing documentation of EHE for the purpose of contract monitoring of Agency service goals, quality improvement initiatives and other program agreements.

5. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Agreement for a period of not less than seven (7) years.

6. To comply with Federal and COUNTY needs assessment and Ryan White Service Report (RSR) requirements (basic computer equipment needed).

7. The AGENCY must maintain separate financial records for EHE funds and account for all receipts and expenditures, including direct and indirect cost allocations and in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. EHE fund cost allocations are to be completed and posted by service category, delineating direct service and administrative costs, to the general ledger on a monthly basis.

8. To promptly reimburse the County for any funds that are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses by the AGENCY. This will be calculated by actual cost per unit as determined by the COUNTY at the time of the monthly reimbursement or annual fiscal monitoring.

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

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

10. AGENCY must comply with EHE and applicable Federal, State and local statutes, as may be amended. Non-compliance may impact future contract awards and/or funding level. Compliance includes, but is not limited to:

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

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

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

12. AGENCY must not expend EHE funds received pursuant to this Agreement with any for-profit entity if there is a nonprofit entity available to provide quality service. Expenditure with a for profit entity will require documentation that there were no nonprofit entities available to provide quality service.
13. AGENCY must submit an Annual Audit by an Independent Certified Public Accountant completed within nine (9) months after the end of the AGENCY'S fiscal year, in accordance with Federal requirements and showing EHE funds separately.
14. AGENCY must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
15. AGENCY agrees to share data within the EHE client database, per the signed authorization provided by clients, on an as needed basis with current or future HIV Coordinated Service Network providers.
16. AGENCY must attend all meetings, as required by COUNTY staff and other funded agencies, to develop respective programs as well as work to develop a comprehensive approach to HIV/AIDS care.
17. AGENCY must comply with the Health Resources Services Administration (HRSA) Monitoring Standards. The standards are subject to change periodically.
18. Funds provided to AGENCY, pursuant to this Agreement, shall not be used to purchase, construct, or make permanent improvements to any building.
19. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with EHE funds.
20. AGENCY must have policies in place to monitor any subcontractor providing services on

behalf of the AGENCY that is paid with EHE funds. Subcontracts shall be documented between an AGENCY and subcontractor with a signed agreement detailing the services to be rendered, length of agreement, and payment amounts.

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

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

Disclosure of Incidents:

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

The AGENCY shall inform Recipient by telephone of all unusual incidents that involved any EHE clients or other AGENCY clients, who are minors within two (2) to four (4) hours of the occurrence of the incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours of the incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health, safety, or welfare of the EHE minor clients or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect EHE clients from harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

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

- Resignation/Termination of CEO, President and/or CFO.
- Resignation/Termination of Key EHE-funded staff.
- RWHAP -funded staff vacancy position over 30 days.
- Loss of funding from another funder that could impact service delivery.
- New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
- Inability to have three (3) months cash flow on hand.
- Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
- Other incidents impacting the effectiveness of the AGENCY that may occur unexpectedly and are not covered above.

22. AGENCY must sign, submit, and comply with the following attachments:
    a. **EXHIBIT L** – Certificates (Regarding Debarment and Suspension, Drug-Free Workplace, Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke)

b. **EXHIBIT M** – Assurance – Non-Construction Programs
c. **EXHIBIT N** – Assurance of Compliance

23. AGENCY must complete the Provide Enterprise Add/Delete Request Form in the Provide Enterprise System within three (3) business days of a user being hired by or separating employment from the AGENCY.
24. AGENCY must use CPT (Current Procedural Terminology) and CDT (Current Dental Terminology) Codes in each reimbursement submittal for Oral Health, Specialty Medical Care Services and Outpatient Ambulatory Health Services.
25. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

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

  To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display DEPARTMENT and COUNTY logo, according to the guidelines found on the DEPARTMENT'S website

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

Specific Activities – Recommended:

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

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

26. AGENCY agrees to comply with all provisions of 2 CFR 200 and 2 CFR 300.
27. AGENCY agrees to participate in the annual needs assessment processes to

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

28. AGENCY agrees to review monthly expenditure and service utilization reports to document progress toward implementation of the EHE goals and objective requirements.
29. AGENCY is expected to maintain documentation of the following which shall be made available to the Recipient and HRSA upon request and during EHE site visits:
    a. Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this Agreement and cost no more than 10% of the total grant amount.
    b. Document that no activities defined as administrative in nature are included in other EHE budget categories.
    c. If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs.
    d. Written procedures, allocation journals, and/or manuals shall explain the methodology used to allocate and track EHE costs, including direct service costs and administrative costs. The allocation journal shall contain written procedures that are easy to follow and can be "re-performed" by an auditor.
30. AGENCY agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all EHE providers' meetings.
31. AGENCY agrees to have in place a grievance process by which client complaints against the AGENCY with respect to EHE -funded services might be addressed. A copy of the AGENCY grievance policy and procedures must be provided during annual site visits or upon request by the COUNTY.
32. AGENCY agrees to provide notification of AGENCY grievance procedures to all clients for rendered services, in accordance with this Agreement, and such provision of information shall be documented within AGENCY files.
33. AGENCY shall provide a summary of any complaint filed under AGENCY grievance process as well as current status of, and final disposition of, any such complaint during annual site visits or upon request by the COUNTY.
34. AGENCY agrees to comply with federal and state laws, and rules and regulations of COUNTY policies relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. AGENCY shall notify current clients and all other individuals presenting for services provided through EHE funds of this nondiscrimination policy.
35. AGENCY shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (National CLAS Standards) in Health and Health Care Report. Refer to: http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf
36. AGENCY shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve AGENCY of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. AGENCY shall prepare any plans, report, fieldwork, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to AGENCY. AGENCY shall give immediate attention to these changes so there will be a minimum of delay.
37. AGENCY agrees to participate in site visits/programmatic reviews conducted by the COUNTY. AGENCY agrees to ensure that programmatic and fiscal designees and other appropriate staff, as requested by the COUNTY, are in attendance at all site visits and that all requested documentation is provided, on or before Day 1 (one) of monitoring, including descriptions of accounts payable systems and policies. Failure by the AGENCY to adhere to these requirements will result in a Contractual Finding cited in the monitoring report. The Fiscal Monitoring template is included in the Palm Beach County RWHAP Program

Manual for reference. Unannounced site visits may also be conducted by the COUNTY when the COUNTY deems appropriate. AGENCY must provide access to appropriate and applicable files, policy manuals, records, staff members, etc., as requested by the COUNTY.

38. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the work conducted under this Agreement, its conduct results, or data gathered or processed should be released by AGENCY without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to AGENCY. Should any such information be released by COUNTY or by AGENCY with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.
39. Income generated from third-party reimbursements must be reported as program income and must be directed to programs or services that benefit EHE clients. AGENCY must maintain records documenting the type and amount of income received and how it was expended.
40. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services that benefit EHE clients.
41. AGENCY is required to report Program Income (Revenue and Expenditures) on a monthly basis on or before the 25th of the subsequent month. AGENCY must submit documentation to demonstrate expenditure of available program income prior to requesting reimbursement from the COUNTY, as stated in 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 EHE-eligible clients including, but not limited to, sliding fee scale payments, service charges, third-party reimbursement payments, and pharmaceutical cost-savings generated through the 340B program.
42. AGENCY is required to furnish to the COUNTY a Program Income Budget at the start of every grant year. This budget must be comprehensive and reasonable. The COUNTY requires policies and procedures to bill, track and report Program Income.
43. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:
    - PCN 18-01 to vigorously pursue enrollment into health care coverage for which their clients may be eligible (e.g., Medicaid, Children's Health Insurance Program (CHIP), Medicare, state-funded HIV programs, employer-sponsored health insurance coverage, and/or other private health insurance) in order to maximize finite EHE grant resources.
44. AGENCIES that purchase, are reimbursed, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the AGENCY and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found on the HRSA 340B Drug Pricing Program website at www.hrsa.gov/opa/. Funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program (ADAP) and/or for drugs that are not on the State ADAP or Medicaid formulary.
45. Agencies that are providers of services available in the Medicaid State Plan must enter into a participation agreement under the State Plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
46. Other requirements are included in **EXHIBIT G** (SubAward Data), **EXHIBIT H** (Certification Regarding Lobbying Byrd Anti-Lobbying Amendment) and **EXHIBIT I** (Certification Debarment and Suspension). AGENCY must comply with these exhibits.

47. AGENCY must submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position
48. AGENCIES that employ 15 or more people are expected to comply with Title VI, which states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
49. AGENCY may provide staff with the appropriate training according to staff qualifications in compliance with Section 760.10, Florida Statutes, as may be amended, in the area of Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational interviewing (MI).
50. AGENCIES with utilization variances of twenty percent (20%) higher or lower than numbers reported on the implementation plans, when compared to final utilization report for each service category, shall submit written justification for the variance at the time the reports are submitted.
51. AGENCY shall not use any funds provided under this Agreement to pay for HIV testing supplies and equipment. AGENCY shall be responsible for all EHE related HIV testing needs, including but not limited to:
    - Providing testing kits and supplies;
    - Safely and properly transporting testing kits and supplies;
    - After hours storage of testing kits, supplies and documentation.
52. AGENCY shall take reasonable steps to ensure the staff providing EHE services represent the demographics of PWH in Palm Beach County as observed in the most recent epidemiological profile from the Florida Department of Health, including but not limited to:
    a. Age
    b. Race/Ethnicity
    c. County of origin
    d. Language
    e. Gender
    f. Sex at Birth
53. AGENCY shall collaborate with Palm Beach County EHE staff in the following areas:
    a. Participate in marketing activities related to EHE;
    b. Promote and assist in enrollment in County Tele-Adherence platform as needed;
    c. Share data on out of care persons with HIV with County EHE staff for the purpose of reengagement activities;
    d. Assist in other EHE initiatives related to reengagement in care and Rapid Entry to Care as needed.
54. Funds provided to AGENCY, pursuant to this Agreement, shall not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
55. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:
    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 08, 2026
Secretary of State
2224491291CC

DOCUMENT# 765309

Entity Name: BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC.

Current Principal Place of Business:

200 OAKWOOD LANE
SUITE 100
HOLLYWOOD, FL 33020

Current Mailing Address:

200 OAKWOOD LANE
SUITE 100
HOLLYWOOD, FL 33020 US

FEI Number: 59-2274772

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

FALCONE, YOLANDA
200 OAKWOOD LANE
SUITE 100
HOLLYWOOD, FL 33020 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	CHAI
Name	EFFMAN, BARBARA S
Address	13150 NW 11 STREET
City-State-Zip:	SUNRISE FL 33323

Title	SD
Name	AFRICK, PAMELA
Address	43 ROYAL PALM DRIVE
City-State-Zip:	FORT LAUDERDALE FL 33301

Title	T
Name	FERNANDEZ, ALEX
Address	6810 NW 101 TERRACE
City-State-Zip:	PARKLAND FL 33076

Title	V/CH
Name	MORRISON, SAMUEL
Address	1301 NE 16 AVENUE APT A
City-State-Zip:	FORT LAUDERDALE FL 33304

Title	P
Name	DE LUCCA, MICHAEL
Address	200 OAKWOOD LANE, SUITE 100
City-State-Zip:	HOLLYWOOD FL 33020

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: MICHAEL DE LUCCA — PRESIDENT — 01/08/2026

Electronic Signature of Signing Officer/Director Detail — Date

Client#: 2241208 132BROWAREG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/07/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Leslie Busher	
McGriff, a MMA LLC Company 2200 N. Commerce Pkwy, Ste#200 Weston, FL 33326	PHONE (A/C, No, Ext): 954-389-1289	FAX (A/C, No): 866-802-8684
	E-MAIL ADDRESS: lbusher@mcgriff.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Property & Casualty Ins Co of Hartford	34690
INSURER B : Associated Industries Ins Company	23140
INSURER C : Nautilus Insurance Company	17370
INSURER D : Twin City Fire Insurance Company	29459
INSURER E : At-Bay Specialty Insurance Company	19607
INSURER F :	

INSURED
Broward Regional Health Planning Council, Inc.
200 Oakwood Lane, Suite 100
Hollywood, FL 33020-1929

0000084-0000263-00000003 of 0000006-C12-00-0308-00084

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD DED. $-0- GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	21SBMBP7GJC	03/07/2025	03/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			21SBMBP7GJC	03/07/2025	03/07/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $10,000			21SBMBP7GJC	03/07/2025	03/07/2026	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		AWC1215310	03/07/2025	03/07/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liab			INS90752490325	03/07/2025	03/07/2026	$3,000,000/Ded. $50,000	
D	Directors&Office			21KM061967825	03/07/2025	03/07/2026	$1,000,000/Ded.10,000	
E	Cyber Liability			AB662016904	03/07/2025	03/07/2026	$1,000,000/Ded.$25,000	

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

Insurer (D) - CRIME INSURANCE - Carrier: Twin City Fire Insurance Co. - Pol#21KB022611125
Effective Date: 03/07/2025 to 03/07/2025 - Employee Theft Limit $500,000 / Ded. $5,000 - Fiduciary Liability Limit $4,000,000 / Ded. -0-

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida and its (See Attached Descriptions)

CERTIFICATE HOLDER

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

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
Melissa Lane

ALYA