PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 17, 2026 **[X] Consent [ ] Regular [ ] Ordinance [ ] Public Hearing**

Department: Community Services
Submitted By: Community Services
Submitted For: HIV Elimination Services

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) ratify the signature of the Mayor on the National Alliance of State and Territorial AIDS Directors (NASTAD) *Relink HIV Pathways to Care* Grant application requesting $500,000 for the grant period of June 1, 2026 through March 31, 2028, for medical and support services to improve health outcomes.

B) ratify: the signature of the Mayor on the NASTAD *Relink HIV Pathways to Care* Grant Award Agreement and Data Use Agreement, Number 26-SA-3270-1087, for the grant period beginning July 1, 2026 through June 30, 2027, with a total award amount of $200,000.

C) receive and file a fully executed Subaward Agreement, No. 26-SA-3270-1087 from the NASTAD, for the HIV Elimination Services Program in Palm Beach County (County) for the budget period of July 1, 2026 through June 30, 2027, in the amount of $200,000 for Grant Year (GY) 2026, with a second year contingent upon successful completion of the prior year and availability of funds, for a potential total grant award of $400,000 to support the re-engagement of people with HIV (PWH) into care by strengthening existing programs and cross sector collaboration.

D) approve a Budget Amendment of $200,000, in Ryan White Program/MAI/EHE Fund to align the budget with actual grant awards.

Summary: On September 9, 2026, NASTAD provided a fully executed Subaward Agreement, No. 26-SA-3270-1087, in the amount of $200,000 for the budget period of July 1, 2026 through June 30, 2027. Under this Grant, the County will support staffing, outreach, data systems, and direct services for PWH. **There are no County match funds required, nor is Maintenance of Effort (MOE) required.** Countywide (RS)

Background and Justification: The Palm Beach County Board of County Commissioners (BCC) has been receiving the Ryan White Program HIV/AIDS Emergency Relief Project Grant since 1994. The EHE: A Plan for America federal grant program has been awarded to the County since 2020. The Relink HIV Pathways to Care project deploys a syndemic response to co-occurring HIV, Behavioral Health and Substance Use Disorders (BHSUD) through targeted outreach and services for individuals who are out of care.

Attachments:
1. NASTAD *Relink HIV Pathways to Care* grant application-Walkthrough Memo dated March 23, 2026
2. NASTAD *Relink HIV Pathways to Care* grant application and Data User Agreement-Walkthrough Memo dated 8/31/26
3. NASTAD Relink Subaward Agreement 26-SA-1087
4. NASTAD Relink Data Agreement 26-SA-1087
5. Budget Amendment

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Recommended By: James E. Green — **Department Director** — **Date** 11/10/26

Approved By: Lisa De La Rosa — **Deputy County Administrator** — **Date** 11/10/26

Docusign Envelope ID: 7096435A-7C25-8F2B-8206-EB5170D8B13B

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	$183,333				
External Revenue	($183,333)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	

# ADDITIONAL FTE POSITIONS (Cumulative)	0				

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

Budget Account No.:
Fund 1010 **Dept** 142 **Unit** 1485 **Object** VAR **Program Code** VAR **Program Period** VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:
The funding source is the National Alliance of State and Territorial AIDS Directors (NASTAD). No County funding is required. The total Fiscal Impact above is based off of $200,000 award, of which $16,667 is budgeted for FY26 (1/12) total budget.

C. Departmental Fiscal Review: DocuSigned by: Thomas Eaton B9475D9E749E4E9...
Thomas Eaton, Director, Financial & Support Services

III. REVIEW COMMENTS

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

10/30/26
OFMB
EJW 10.26.26
10/30/26

11/2/26
Contract Development and Control

B. Legal Sufficiency:

11/2/2026
Assistant County Attorney

C. Other Department Review:

Department Director

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

Docusign Envelope ID: 53E656CE-2B36-4A55-94D3-EC2ACB1FC30B

Memorandum

TO: Sara Baxter, Mayor
Board of County Commissioners

THRU: Joseph Abruzzo, County Administrator

THRU: Tammy K. Fields, Deputy County Administrator Initial JKF

FROM: Dr. James Green, Director
Community Services Department

DATE: Monday, March 23, 2026

RE: **National Alliance of State and Territorial AIDS Directors (NASTAD) Relink HIV Pathways to Care Grant Application**

Pursuant to Section 309 of the Administrative Code, your signature is needed on the National Alliance of State and Territorial AIDS Directors (NASTAD) Relink HIV Pathways to Care Grant Application. The project period will begin June 1, 2026 through May 31, 2028. The amount requested is $250,000 for year one (1), with the same amount requested for year two, totaling $500,000 over the expected two (2) years of the project. There are no County match or Maintenance of Effort (MOE) funds required.

This non-governmental grant is a new funding opportunity for Palm Beach County and will supplement existing federal grant funding to relink out-of-care people with HIV (PWH) to medical and support services to improve health outcomes. Specifically, this funding will support 1,792 PWH who have lost access to medications from recent changes in eligibility requirements by the Florida Department of Health's AIDS Drug Assistance Program (ADAP).

The submission date is **Tuesday, March 31, 2026.** The emergency signature request is being utilized because there is not sufficient time to submit the grant application through the regular Board of County Commissioners' agenda process and meet the return deadline. Staff plans on presenting this item at the May 5th, 2026, BCC meeting.

If additional information is needed, please contact Dr. Casey Messer, (561) 355-4730.

Approved by:

DocuSigned by: Julie Dowe 05AC9C7CC5BC4A4...
Director, Financial & Support Services

Signed by: Diane Rudre 7B71178EF91541C...
Department Director

Signed by: Jessica Bober Rosenthal A2EE4B6BAAE5427...
Assistant County Attorney

Signed by: Andres Figueroa 7C19C94596D141E...
OFMB

Attachments:
1) GY2026 NASTAD Relink HIV Pathways to Care Grant Application

Community Services Department
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4700
Fax: (561) 242-7336
www.pbc.gov/communityservices

Palm Beach County COMMUNITY SERVICES

Palm Beach County Board of County Commissioners
Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

"An Equal Opportunity Employer"
Official Electronic Letterhead

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March 31, 2026

National Alliance of State and Territorial AIDS Directors (NASTAD)
444 North Capitol Street, NW, Suite 339
Washington, DC 20001

Dear NASTAD Review Committee,

On behalf of Palm Beach County, I am pleased to submit this proposal in response to the Relink HIV Pathways to Care Request for Proposals. This request seeks support to implement a comprehensive, data-driven re-engagement model for people with HIV (PWH) who are currently out of care in Palm Beach County, Florida.

Palm Beach County administers Ryan White Part A, Minority AIDS Initiative (MAI), and Ending the HIV Epidemic (EHE) programs. Through our Community Services Department, HIV Elimination Services (HIVES) has led a coordinated system of care for more than 30 years, delivering comprehensive HIV services through a network of clinical and community partners.

The proposed project will expand established programs, including Community Outreach, Response & Engagement (CORE), Rapid Entry to Care (REC), and Tele-Adherence Counseling (TAC), to identify individuals out of care, conduct targeted outreach, and ensure linkage to HIV medical services within five calendar days. The project is designed to re-engage at least 25% of identified individuals, with approximately 280 PWH successfully relinked to care.

This effort responds to urgent local needs, including more than 2,000 individuals currently out of care and recent changes to Florida's AIDS Drug Assistance Program (ADAP), which are expected to disrupt access to treatment for more than 1,500 additional PWH in Palm Beach County.

Palm Beach County is requesting $500,000 over the two-year project period to support staffing, outreach, data systems, and supportive services. These resources will strengthen Palm Beach County's capacity to identify, engage, and retain individuals in care while enhancing coordination across public health and community systems.

Thank you for your consideration.

Sincerely,

Sara Baxter, Mayor
Palm Beach County

Relink HIV PATHWAYS TO CARE

NASTAD

Request for Proposals (RFP)
Relink HIV Pathways to Care

Issued by: National Alliance of State and Territorial AIDS Directors (NASTAD)
Funding Supported by: Gilead Sciences
RFP Release Date: February 13, 2026
Proposal Deadline: March 31, 2026
Pre-Application Conference Webinar: February 24, 2026 1PM EST - https://nastad.zoom.us/meeting/register/zwyw5ylaSzynToMui63OKg k>
Anticipated Award Notification: May 15, 2026

I. Program Overview and Purpose

The National Alliance of State and Territorial AIDS Directors (NASTAD) invite applications for the Relink HIV Pathways to Care, supported by Gilead Sciences. The initiative aims to re-engage people with HIV (PWH) who have fallen out of care by strengthening HIV healthcare systems, HIV data systems, re-engagement in care activities, and cross-sector collaboration across partners. NASTAD will fund up to fifteen (15) applicants to design and implement innovative, data-driven re-engagement in care models for persons with HIV. Selected awardees will partner closely with NASTAD to enhance statewide coordination, improve data sharing, and institutionalize sustainable re-engagement systems aligned with existing HIV healthcare programs and systems.

II. Background

Despite significant advancements in HIV prevention and treatment, many individuals diagnosed with HIV remain disengaged from care. Fragmented systems, data silos, and structural barriers continue to limit timely re-engagement. Health departments are critical to this effort due to their data and implementation capacities, which allow them to identify out-of-care populations and coordinate statewide responses. Community-based organizations are critical to engaging the most at-risk populations affected by HIV because, unlike their health department counterparts, they are embedded in, and directly engaged with, the communities they serve.

The United States has a national strategy, the Ending the HIV Epidemic (EHE) initiative, but its success is stalled by a person with HIV falling out of care in different places along the HIV care continuum. One of the most important barriers to achieving national EHE goals is the failure to retain individuals in care, which directly impacts viral suppression among persons with HIV.

Limitations of the Current Public Health Infrastructure

The Ryan White HIV/AIDS Program (RWHAP) is the cornerstone of the nation's response, providing a critical safety net for over half a million people with HIV[1]. Its success is undeniable as evidenced by it's viral suppression rate of 90.6%, which far exceeds the national average; RWHAP is able to do this by providing comprehensive "wrap-around" services like case management and other core medical services [2] However, the RWHAP's structure is optimized to serve those who are already connected to care. Significant limitations remain in its capacity to conduct the specialized, intensive work of finding and re-engaging individuals who have been completely lost to the system.

Some limitations of RWHAP include:

- **Resource Constraints for Intensive Outreach:** While RWHAP excels at serving clients maintaining eligibility for services its resources are not primarily designed for the outreach required to find and build trust with individuals who are highly mobile, face multiple crises, or are deeply mistrustful of healthcare. This leaves a gap that requires a more agile, targeted approach.
- **Data Gaps:** Data to Care strategies, which use surveillance data to identify out-of-care individuals, are an important public health initiative. However, health departments and clinics often face logistical and legal barriers to data sharing, incomplete contact information, and insufficient staff to act on the data effectively.[3]
- **Need for Innovative Models:** The RWHAP has pioneered evidence-informed interventions like strengths-based case management and peer navigation. Applicants are encouraged to build on existing models and innovate improved approaches for re-engagement in care.

As the Lead Organization, NASTAD will provide grantmaking, technical assistance, and monitoring to strengthen re-engagement efforts, foster collaboration, and disseminate lessons learned nationally through the Relink HIV Pathways to Care project. The Relink HIV Pathways to Care project's primary goal is increasing re-engagement into HIV care for persons who are out of care across the United States. The project also aims to improve health outcomes for persons with HIV as measured by the HIV care continuum measures of diagnosis by improving linkage to care, retention in care, and achieving viral suppression. It will accomplish these goals by meeting the following objectives:

- **Objective 1.** Creating and implementing an intensive HIV re-engagement in care service delivery model with up to fifteen organizations in the United States. The process of design and implementation will leverage the strengths and knowledge of public health departments, HIV

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[1] The Wayback Machine - https://web.archive.org/web/20241214200919/https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/data/rwhap-annual-client-level-data-report-2022.pdf

[2] Ryan White HIV/AIDS Program Achieves Record-Breaking 90.6% Viral Suppression Rate among Its More than 576,000 Clients https://www.hrsa.gov/about/news/press-releases/ryan-white-record-breaking-viral-suppression-rate

[3] Improving Data Collection Across the Health Care System
Institute of Medicine (US) Subcommittee on Standardized Collection of Race/Ethnicity Data for Healthcare Quality Improvement https://www.ncbi.nlm.nih.gov/books/NBK219747/

healthcare providers, government funded programs providing healthcare coverage, and persons with HIV to create the program.

- **Objective 2.** Evaluate the effectiveness of the Relink HIV Pathways to Care program model and the impact on re-engagement in care and HIV health outcomes in the participating jurisdictions. This evaluation will be used to identify re-engagement activities that worked the most effectively, which can then be disseminated to and replicated by other organizations and communities in the United States.

- **Objective 3.** Disseminate findings and best practices from the Relink HIV Pathways to Care project through multiple methods so the knowledge gained from the project can be utilized by organizations and communities across the United States to improve HIV care outcomes in their jurisdictions.

III. Eligible Applicants

Eligible applicants include:

- Public Health Agencies (state, local, and tribal health departments or any other government agency with public health authority).
- Tax Exempt 501c3 nonprofit organizations with a history of serving persons with HIV.
- Universities with a history of serving persons with HIV.

Applicants must demonstrate:

- They possess an existing history of providing HIV-related services either directly or through subrecipients and contractors.
- Capacity to manage and report on subaward funding.
- Data infrastructure to track HIV care engagement and outcomes.
- Experience with re-engagement in care or data-to-care efforts.
- Commitment to advancing health equity and meaningful community collaboration.
- Must be able to set up medical appointments for HIV treatment within five calendar days after making contact with a client that is disengaged from HIV care.
- Must be able to set up appointments to enroll in healthcare coverage when applicable within five calendar days after making contact with a client that is disengaged from HIV care.
- Must be able to have staffing levels that can operate under an intensive re-engagement to care framework including:
    - Conducting outreach in the form of phone calls, text messages, email, social media, and in-person visits, and home visits as required.
    - Staff must be able to travel physically to meet potential clients to re-engage in care.
    - Staff must be able to provide warm referrals to HIV medical services and healthcare coverage appointments.
    - Staff must be able to identify and coordinate other services needed by the client to re-engage in care and provide access to those services or warm referrals to those services. Examples of these services might include but is not limited to transportation, housing, or food.

Priority will be given to organizations demonstrating the following:

- Organizations that demonstrate access to extensive data sources to support re-engagement in care efforts including but not limited to the following examples: HIV surveillance data, Health Information Exchange data, Medicare data, pharmacy data, Electronic Health Records from large healthcare systems, Lexis Nexis data, and other similar data sources. Organizations can demonstrate access because they own or control access to data or have access to it through data sharing agreements or contracts.
- Organizations that do not have access to the data sources described but demonstrate how they will obtain access to those sorts of data sources and which ones they expect to be able to gain access to within three months of grant award.
- Applicants who propose to deliver re-engagement in care services in jurisdictions with case rates of 200 per 100,000 or greater.
- Jurisdictions able to demonstrate large numbers of persons with HIV not engaged in HIV care.
- Applicants able to demonstrate they will re-engage in care either large numbers of clients or if working with smaller numbers demonstrate that they are focusing on populations where social determinants of health contribute to greater difficulties re-engaging in HIV care. An example of such a population that might require more intensive support to re-engage smaller numbers of clients would be persons who are unhoused.

Applicants are required to:

- Participate in 60-minute monthly calls with NASTAD
- Provide depersonalized data quarterly to NASTAD. NASTAD will maintain the confidentiality of this data and not use or publish data without permission. The data elements are included in the Attachment Relink HIV Data Reporting Template. This data will be used to evaluate the effectiveness of the program locally and nationally.
- Conduct dissemination activities as approved by NASTAD which can include one or more of the following: writing an article published in an academic journal, presenting a poster at a national HIV conference, or presenting findings in an oral session or workshop at a national conference.
- Provide staffing for the grant *(can be fulfilled with Relink HIV or in-kind funds)*
    - Provide the equivalent of 1.0 staff who have the responsibility of conducting re-engagement to HIV care activities directly with persons with HIV.
    - Provide staffing necessary to fulfill the data collection and reporting requirements of the Relink HIV grant. Variable percentages of FTEs are acceptable but estimated to be approximately 0.10 FTE.
    - Provide staffing necessary to effectively manage the Relink HIV program. Variable percentages of FTEs are acceptable but estimated to be approximately 0.05 FTE.
- Develop a baseline Not-In-Care List for persons with HIV in their jurisdiction for NASTAD to measure the success of the program.
- Conduct re-engagement in care activities to re-engage clients identified in the Not-In-Care List in HIV care.

- Work to achieve goal of re-engaging into HIV care 25% of persons identified in the Not-In-Care List.
    - Inclusion criteria for a Not-In-Care List are:
        - Missing viral load lab results
        - Lab results showing unsuppressed HIV viral load
        - Missed medical provider appointment
        - Missed prescription drug fills/dispenses
        - Losing eligibility for healthcare coverage

IV. Project Scope and Deliverables

Each funded entity will:

1. Develop and implement a two-year strategic plan to identify and re-engage out-of-care persons with HIV.
2. Strengthen re-engagement in care infrastructure and cross-system coordination between local partners supporting re-engagement in care.
3. Implement or expand re-engagement in HIV care services – these can include but are not limited to: disease intervention services, patient navigation models, and case management services. These services must focus on linkage and retention in care for persons with HIV who are not in care.
4. Establish or enhance state-local partnerships with local HIV service provider organizations.
5. Participate in NASTAD-led learning collaboratives to share best practices and foster peer learning.
6. Submit quarterly performance and fiscal reports demonstrating progress on key metrics.
7. Develop a sustainability plan outlining how activities will continue post-funding.

V. Allowable costs

1. Personnel (Salaries)
2. Fringe Benefits (Employee Related Expenses) – Costs like FICA, healthcare benefits, retirement benefits, unemployment, etc.
3. Travel (for staff allocated to Relink HIV Pathways to Care project budget)
4. Equipment
5. Supplies for clients related to re-engagement in care. Examples could include but are not limited to bus passes, condoms, and incentives.
6. Database and or IT related expenses *(note- NASTAD will provide a REDCap database for this project at no cost, but applicants may elect to use their own systems or seek support for their own systems insofar as they are utilized to work on Relink HIV Pathways to Care activities)*
7. Professional and Outside Services. Contractual expenses (if awarded organization plans to contract with another organization to help complete Relink HIV Pathways to Care activities, must be specified in application) can include data system enhancements, consultants, subcontractors, etc.
8. Other Operating Expenses. Office costs, utilities, and other similar costs. Client costs are applicable like bus passes or other transportation.

9. Administrative Costs (maximum 15% de minimis or federally approved indirect rate if applicable). Please ensure that if you claim rent, utilities, janitorial services, etc. as a direct cost, they may not also be claimed as a part of your 15% de minimis or federally approved indirect rate.
10. If you have other expenses not included here required to perform the Relink HIV Pathways to Care project, reach out relink@nastad.org to see if they are allowable under this funding.

VI. Unallowable Costs

1. Prescription drugs or any prescription drug or medication costs (copays, coinsurance, deductibles)
2. Medical expenses (including doctor's visits and diagnostic lab expenses)
3. Research activities
4. Lobbying activities
5. Direct payments to persons with HIV
6. Activities prior to the start of the grant period
7. Activities that **directly** advance pharmaceutical manufacturer's business interests. *Reach out to relink@nastad.org for more information on what activities are considered to directly advance pharmaceutical manufacturers' business.*

VII. Funding and Period of Performance

Funding Available: Up to $500,000 total per applicant over the two-year project period (approximately $250,000 annually).
Project Period: Up to 24 months
Start Date: June 1, 2026
End Date: May 31, 2028

This will be a cost reimbursement grant with awarded organizations submitting invoices and receiving payment on a monthly basis.

VIII. Application Requirements and Submission Instructions

Applications must be submitted electronically by March 31, 2026, and include

1. Table of Contents (1 page)
2. Cover Letter (1 page) – Signed by the agency director or authorized representative.
3. Project Narrative (10 pages) addressing local context, need, proposed re-engagement efforts, proposed strategy, partnerships, data systems, and sustainability.
4. Work Plan and Timeline (6 pages) – Detailing quarterly activities and deliverables.
5. Budget and Budget Narrative – Clear justification of costs by category.
6. Letters of Support – From key partners (e.g., local health departments, RWHAP Parts A–F, CBOs).
7. Organizational Chart and Key Personnel – Describing project management and reporting lines.
8. Data Sharing Agreement With NASTAD
9. Applicants that do not directly provide healthcare services or assist in obtaining healthcare coverage must provide letters of commitment from organizations that do directly provide those

services committing to provide expedited access to medical services and appointments to obtain healthcare coverage within five calendar days of outreach by a Relink HIV Pathways to Care re-engagement staff member.

10. Completed risk assessment questionnaire
11. If a nonprofit organization, a copy of your IRS 501(c)3 determination letter.
12. Organizational Policies and Procedures Noted as Being in Place in Risk Assessment Questionnaire Copy of your organization's last complete single audit or certified audit.
13. If requesting an indirect cost rate reimbursement in your application, please provide a copy of your organization's current federally approved indirect cost rate.

Include only if indicated that data sharing agreements or contracts are in place or in progress as part of your application.

14. Data Sharing Agreements or other contracts demonstrating access to HIV surveillance data if applicant is not a state or territorial public health agency or not the owner of the HIV surveillance data within the state or territorial health department.
15. Data Sharing Agreements or contracts demonstrating access to other data sources relevant to the Relink HIV Pathways to Care project.
16. If a data sharing agreement or contract is not in place for a data source you propose to access in your application provide a letter of commitment from the organization that controls the data you propose to access indicating that a process is underway to provide access to the applicant organization within three months of a grant award being made March 31, 2026.

Submission Instructions

1. Submit applications as one PDF document to relink@nastad.org. If there are difficulties submitting a large document by email, please notify NASTAD. We strongly encourage applicants to submit their applications before the due date. NASTAD will confirm receipt of your application.
2. Documents should be in the order provided above.

VII. Review and Selection Criteria

Applications will be reviewed by a Technical Review Panel and scored according to the following weighted criteria:

Scoring Criteria

Table of Contents (1 page limit)

- Provides table of contents for all application materials (4 points)

Cover Letter (1 page limit)

- Summarizes project and signed by the agency director or authorized representative. (4 points)

Project Narrative (10-page limit)

- Effectively describes healthcare landscape in geographic area proposed to serve. (4 points)
- Describes prior experience with HIV healthcare and/or re-engagement in care activities. (4 points)

- Incorporates local epidemiological data and connects data to Relink HIV Pathways to Care project. (4 points)
- Describes needs specific to population to be served. (4 points)
- Describes proposed local strategy. (4 points)
- Describes coordination between HIV surveillance program and staff conducting Relink HIV are-engagement activities. (4 points)
- Describes local partnerships that will be leveraged in Relink HIV Pathways to Care services. (4 points)
- Describes data systems experience and data systems that will be leveraged for the project. (4 points)
- Describes experience with program evaluation and dissemination activities. (4 points)
- Plan for sustainability after end of grant award. (4 points)

Work Plan and Timeline (6 pages limit, use NASTAD's provided work plan form)

- Is thorough and comprehensive and aligned with narrative. (4 points)
- Is in alignment with proposed budget, (4 points)
- Includes Realistic Timeline/Completion Dates in Alignment with Grant requirements. (4 points)
- Includes Realistic Deliverables/Proposed Outcomes in Alignment with Grant Requirements. (4 points)

Budget and Budget Narrative (no page limit, use NASTAD's provided budget form)

- Budget is appropriate for proposed scope of work. (5 points)
- Detailed and clear justification of line-item costs. (5 points)
- Costs requested are allowable. (5 points)
- Budget is mathematically accurate and without errors. (5 points)

Organizational Capacity Criteria

- Demonstrated capacity to provide HIV medical care, evidenced by letters of commitment or detailed organizational capacity statements that describe the scope of HIV medical care services, staffing and clinical expertise, partnerships (if applicable), and the organization's role demonstrate the ability to deliver all required HIV medical care. (5 points)
- Demonstrated capacity to provide healthcare coverage enrollment services, evidenced by letters of commitment or detailed organizational capacity statements that describe the scope of healthcare coverage enrollment services, staffing and expertise, partnerships (if applicable), and the organization's role in ensuring timely and accurate enrollment in healthcare coverage. (5 points)
- Organizational Chart and Key Personnel – Describing project management and reporting lines. (6 points)

As a note, risk assessment information collected as part of the application is not reviewed until the end of the application review process and organizational risk is not part of scoring.

Final selections will be approved by NASTAD's Grant Review Committee.

VIII. Reporting and Monitoring

Awardees must:

- Submit quarterly programmatic and monthly financial reports.
- Participate in monthly program meetings.
- Participate in NASTAD Relink HIV dissemination webinars
- Engage in data collection and evaluation activities coordinated by NASTAD.
- Maintain compliance with fiscal and administrative policies and complete annual required desktop monitoring activities with NASTAD.

IX. Key Dates
RFP Release Date: February 13, 2026
Proposal Deadline: March 31, 2026
Pre-Application Conference Webinar: February 24, 2026
Anticipated Award Notification: May 15, 2026

X. Contact Information
For questions or technical assistance related to this RFP, please contact:
Email: relink@nastad.org
Website: www.NASTAD.org

Project Narrative: Relink HIV Pathways to Care

1. Healthcare Landscape in the Geographic Area Proposed to Serve

Palm Beach County is located along Florida's Atlantic coast with an area of 2,383 square miles. It is the largest, and third most populated county in Florida with an estimated population of 1,631,203. In 2024, 341 people were newly diagnosed with HIV, representing a 27% increase from the prior year. The total population of people with HIV (PWH) reached 9,175, producing a prevalence rate of 562.5 per 100,000 population.

Florida does not have expanded Medicaid as envisioned under the Affordable Care Act. Individuals with income below 100% Federal Poverty Level (FPL) do not qualify for health insurance premium subsidies to purchase a plan through the federal Healthcare Marketplace, and therefore do not have access to affordable and comprehensive healthcare in the open market. As a result, many Palm Beach County PWH rely on a coordinated services network of public safety net health care providers.

The Florida Department of Health (FDOH) provides essential public health services statewide, including HIV testing, delivered through county health departments. FDOH also oversees HIV surveillance and administers the AIDS Drug Assistance Program (ADAP). The Health Care District of Palm Beach County, an independent special taxing district, provides an array of healthcare services, such as school health, skilled nursing care, and primary medical care operated through community health centers. The Palm Beach County Board of County Commissioners is the recipient of Ryan White funding for

HIV care and treatment, and administers and delivers services through its Community Services Department (CSD) division of HIV Elimination Services (HIVES).

On March 1, 2026, FDOH implemented an emergency rule to change eligibility requirements for ADAP. Those changes included a) reducing income eligibility from 400% Federal Poverty Level (FPL) to 130%, b) elimination of health insurance premium assistance for all clients; only allowing direct dispense of medications, c) formulary removal of Biktarvy and prior authorization restriction of Descovy, two of the most commonly prescribed HIV treatment medications, and d) discontinuation of reciprocal eligibility recognition between FDOH and local Ryan White programs.

Of the 1,792 Palm Beach County residents currently receiving ADAP assistance, 1,568 individuals (87.5%) will be affected by these changes, significantly undermining progress made toward ending the HIV epidemic by losing eligibility for healthcare coverage, disrupting treatment access and viral suppression. These policy changes are expected to significantly increase the number of individuals falling out of care, creating an urgent need for a rapid, scalable re-engagement intervention.

2. Prior Experience with HIV Healthcare and/or Re-engagement in Care Activities

Palm Beach County has established a local HIV coordinated services network, comprised of federal, state and community partners to build a continuum of high-quality services with an increased focus on client-centered, data-driven, and outcomes-oriented initiatives.

CSD HIVES has extensive experience providing HIV-related services directly, as well as through subrecipients and contractors since 1994. Within the Ryan White HIV/AIDS Program (RWHAP), CSD HIVES has nine (9) funded subrecipients that provide core medical and support services to eligible PWH throughout Palm Beach County. Under the Minority AIDS Initiative (MAI), two (2) funded subrecipients provide services to address racial and ethnic disparities in health outcomes for prioritized populations and geographic areas within Palm Beach County. In 2020, Palm Beach County became the first County in Florida to establish a comprehensive Syringe Services Program (SSP) through a recovery community and HIV services organization. Also beginning in 2020, CSD HIVES began providing services directly under the Ending the HIV Epidemic (EHE) Initiative, and partners with six (6) subrecipients and contractors for the delivery of rapid entry to care (REC) clinical services.

CSD HIVES directly provides the following services described below:

1) *Community Outreach, Response & Engagement (CORE)*

   This service covers a range of client-centered activities focused on identifying and linking to care PWH who are currently out of care. These services are a bridge into rapid ART initiation through REC, as well as supportive services through EHE and RWHAP.

2) *Tele-Adherence Counseling (TAC)*

   This service provides eligible clients with access to a smartphone-based app that assists in managing medications and appointments, Viral Load and CD4 counts, and mood and stress. Clients have access to a Tele-adherence Counselor, who provides adherence counseling and support for clients through the mobile phone app. Eligible clients without an appropriate phone will be provided with one. Clients who actively participate in the program receive a monthly phone credit for their phone service.

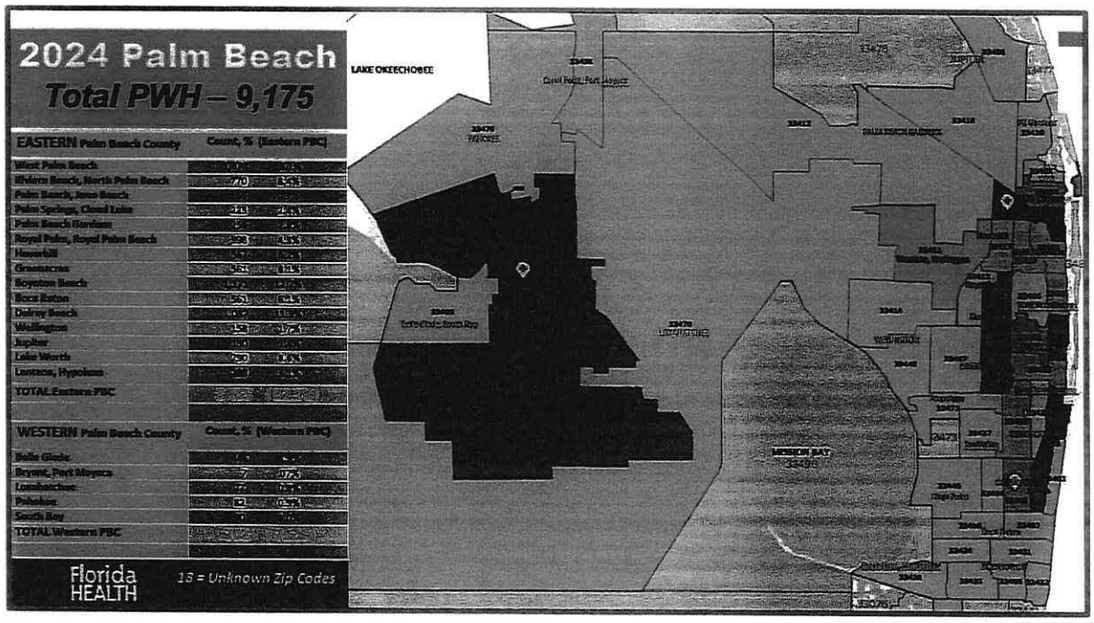
3) *Healthcare + Housing Opportunities (H2O)*

   Provides eligible clients with access to a range of services intended to maximize access and adherence to comprehensive health care in coordination with stable, permanent housing for priority populations of PWH. This program provides opportunities that support upward economic mobility leading to self-sufficiency through increased engagement in health care and support services to obtain and maintain stable, permanent housing. H2O services include case management, transitional housing assistance, relocation assistance, budget-deficit rent/utility assistance, transportation assistance, employment counseling, vocational rehabilitation and GED/ESOL courses.

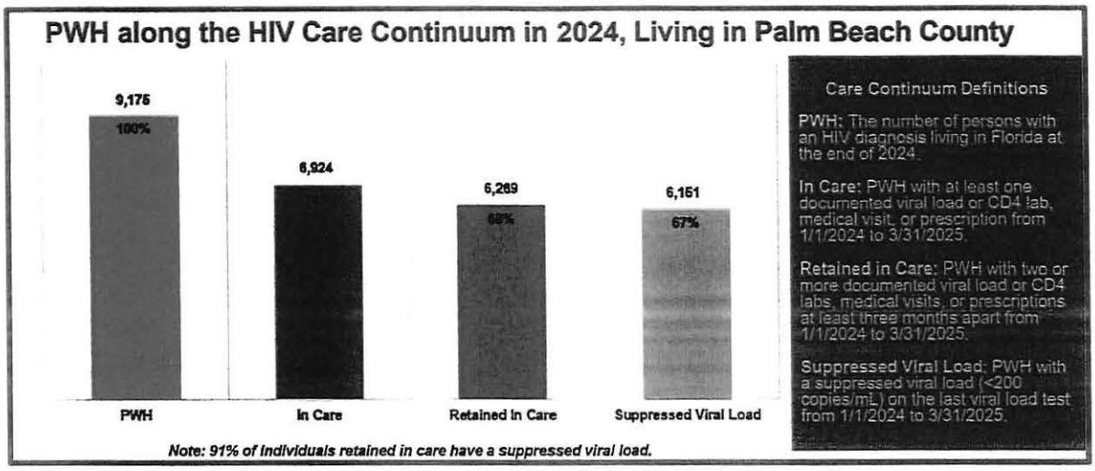
Program data demonstrate strong engagement among active clients, including high rates of HIV medication adherence (97.9%) leading to durable viral suppression.

3. Incorporation of Local Epidemiological Data and Connection to Relink HIV Pathways to Care

The HIV epidemic in Palm Beach County is geographically concentrated in the eastern coastal and rural western municipalities of the County. Along the coast, overburdened urban municipalities include Riviera Beach, West Palm Beach, Boynton Beach, and Delray Beach. In the western part of the County, rural towns of Belle Glade, Pahokee, and South Bay are disproportionately affected.



Palm Beach County utilizes the HIV Care Continuum as framework to prioritize populations and services to reduce community viral load. While 76% of PWH are engaged in care, and 67% are virally suppressed, 24.5% (2,251 individuals) are currently not in care.



These data support the need for a structured, data-driven re-engagement initiative focused on identifying individuals out of care and addressing barriers to returning to sustained HIV treatment. This project is projected to relink approximately 280 individuals from the estimated 2,251 PWH not in care.

4. Needs Specific to the Population to be Served

The population to be served are people who are missing viral load lab results, have lab results showing unsuppressed HIV viral load, have missed medical provider appointments, have missed prescription drug fills/dispenses, and/or have lost eligibility for healthcare coverage. More simply, PWH who are aware of their HIV diagnosis but are not engaged in care and virally suppressed will be the focus of this project.

Based on Palm Beach County epidemiology data, Black/African Americans are the largest population of PWH out of care, at nearly sixty percent (59.6%), followed by Hispanic/Latino (20.9%), and White (17.6%). An overwhelming majority of PWH out of care are men (68.5%) compared to women (31.5%). United States-born individuals account for the largest majority of PWH out of care (49.2%), followed by Haitian-born (27.0%). Black heterosexual contact exposure (42.1%) accounts for the majority of PWH out of care, followed by Black male-to-male sexual contact (MMSC) (11.6%), Hispanic MMSC (10.3%) and White MMSC (9.9%).

A comprehensive HIV Needs Assessment conducted in Palm Beach County in 2025-2026 provides insights into the unmet need of PWH not currently receiving HIV-related medical care. The most frequently reported barriers preventing people from accessing needed services were related to service awareness, financial constraints, housing instability, and appointment availability. Lack of awareness or difficulty navigating available services was the most frequently reported barrier, accounting for more than one-third of responses.

Focus groups comprised of a multicultural representative sample of PWH in Palm Beach County revealed themes of structural and social barriers that make it difficult to enter and remain engaged in HIV care. Managing an HIV diagnosis is particularly challenging when facing other life circumstances such as unstable housing or homelessness, and/or co-occurring behavioral health and substance use disorders.

Palm Beach County is currently experiencing a syndemic of HIV, Behavioral Health/Substance Use Disorders, and Unsheltered Homelessness. A syndemic is the aggregation of two or more concurrent or sequential epidemics in a population, which interact biologically or socially to exacerbate the overall health burden and increase disparities. Unlike simple comorbidity, a syndemic involves conditions that interact with each other, often flourishing under situations of poverty and lack of healthcare access.

Among Palm Beach County PWH, 38.4% have behavioral health (BH) or substance use disorders (SUD), and 352 are currently on a waitlist for permanent housing placement. A syndemic approach requires treating these issues simultaneously rather than in isolation to be effective. A local re-engagement strategy will require integrated medical, behavioral, and social support interventions to achieve success.

5. Proposed Local Strategy

Palm Beach County will implement a three-phase re-engagement model consisting of (1) data-driven identification, (2) intensive outreach, and (3) rapid linkage and retention support by building upon Palm Beach County's established infrastructure by integrating CORE, REC, and TAC. Key components include developing a Not-in-Care List, conducting re-engagement activities with clients on the Not-In-Care List, and coordinating care navigation with re-engaged clients to support retention

1) Developing a Not-In-Care List

   Palm Beach County will generate and maintain a dynamic Not-In-Care List using a Data-to-Care (D2C) framework. This list will be developed through integration of:

   a. FDOH HIV surveillance data, including missing viral load reports and unsuppressed lab results;
   b. Local Ryan White Part A data to identify gaps in medical provider appointments; and
   c. FDOH ADAP data indicators reflecting missed medication access or eligibility loss

   The list will be refreshed quarterly, with priority stratification based on time out of care, viral load status, geographic hotspots/clusters, high-priority populations (Black/African American, Haitian-born, MMSC, individuals with housing instability or BH-SUD).

2) Conducting re-engagement activities with clients on the Not-In-Care List

Re-engagement activities will be led by the CORE team, utilizing a structured, multi-attempt outreach protocol.

a. Multi-modal outreach (minimum 3 attempts per phase):
   i. Phone calls, text messaging, and email
   ii. Social media and digital outreach when appropriate
   iii. Field-based outreach, including home visits and community-based engagement using two (2) mobile service units currently in operation

b. Culturally responsive engagement strategies:
   i. Peer navigators and community health workers reflective of target populations
   ii. Language-accessible outreach (English, Spanish, Haitian Creole)
   iii. Trauma-informed and stigma-reduction approaches

c. Documentation and tracking:
   i. All outreach attempts, outcomes, and contact statuses documented in Provide Enterprise (PE) and REDCap
   ii. Real-time updates to outreach status (e.g., unable to contact, declined, enrolled)

Clients successfully contacted will immediately transition to linkage services at established REC clinic sites within 5 calendar days. Palm Beach County anticipates contacting approximately 560 individuals annually and achieving a re-engagement rate exceeding 25%.

3) Coordinating care navigation with re-engaged clients to support retention

a. Tele-Adherence Counseling (TAC):
   i. Enrollment into smartphone-based adherence platform, with new modules for BH-SUD
   ii. Ongoing virtual adherence counseling and monitoring
   iii. Provision of phones and service plans for eligible clients

b. Comprehensive barrier reduction:
   i. Housing support through H2O program
   ii. Transportation assistance (bus passes, ride-share, direct service, etc.)
   iii. Behavioral health and substance use referrals
   iv. Benefits navigation (Ryan White, ADAP, insurance enrollment)

c. Ongoing retention monitoring:
   i. Follow up at 30, 60, and 90 days post-linkage
   ii. Continuous case conferencing for high-acuity clients
   iii. Integration into long-term Ryan White case management

This integrated model ensures that re-engagement is not a one-time event, but a sustained pathway toward viral suppression.

6. Coordination Between HIV Surveillance and Re-engagement Staff

Palm Beach County has established a strong Data-to-Care (D2C) infrastructure through a formal Data Sharing Agreement (DSA) with the Florida Department of Health (FDOH), enabling secure and timely exchange of HIV surveillance data. This partnership supports a coordinated approach to identifying and re-engaging people with HIV (PWH) who are not currently in care. Under this project, Palm Beach County will enhance integration between surveillance systems and re-engagement staff to ensure data are actionable, accurate, and used to drive rapid intervention.

FDOH will provide routine surveillance-generated Not-In-Care lists, at minimum on a quarterly basis, identifying individuals with missing viral load results, unsuppressed viral load, or lapses in care. This data will be supplemented by bidirectional communication between FDOH and program staff to validate client status, confirm outcomes, and resolve discrepancies. This continuous feedback loop strengthens data quality and ensures that outreach efforts are appropriately targeted.

Operational coordination will be maintained through regular case review meetings between FDOH surveillance staff and Palm Beach County CORE. These meetings will support case prioritization based on acuity and risk, assignment of outreach responsibilities, and ongoing monitoring of progress. Standardized protocols will guide outreach activities and documentation, while continuous communication between partners will facilitate rapid problem-solving and improve timeliness of re-engagement.

This integrated approach ensures that surveillance data are rapidly translated into action, resulting in more efficient identification, outreach, and sustained re-engagement of individuals out of care in Palm Beach County.

7. Local Partnerships to be Leveraged

Palm Beach County will leverage a robust coordinated services network of established partnerships to support comprehensive re-engagement:

1) Ryan White Part A & B Network:
    a. Nine (9) subrecipients providing medical and support services
    b. Coordination with FDOH ADAP
2) Clinical Providers:
    a. Rapid Entry to Care (REC) clinics
    b. Federally Qualified Health Centers (FQHCs)
    c. Private practices (insured clients)
3) Community-Based Organizations:
    a. Organizations serving populations disproportionately impacted by HIV and barriers to care

b. Service providers specializing in outreach and engagement of underserved populations
c. Syringe Services Program (SSP) operator

4) Behavioral Health & Substance Use Providers:
   a. Integrated referral pathways for co-occurring disorders
   b. Crisis stabilization and treatment services

5) Housing and Social Service Agencies:
   a. H2O program partners
   b. Homeless service providers and HUD Continuum of Care agencies

6) Health Care District of Palm Beach County:
   a. Primary care and safety-net services
   b. Coordination for uninsured and underinsured clients

These partnerships enable a wraparound service model, ensuring that clients receive coordinated medical, behavioral, and social support necessary for successful re-engagement in a syndemic approach.

8. Data Systems Experience and Systems to be Leveraged

Palm Beach County has a well-integrated data infrastructure that supports real-time program management, performance monitoring, and reporting across its HIV service system. This infrastructure enables a comprehensive, data-driven approach to identifying individuals out of care, coordinating outreach activities, and tracking outcomes across the HIV care continuum.

At the core of this system is Provide Enterprise (PE), the primary Ryan White Part A/MAI/EHE data system used to document client eligibility, service utilization, and clinical outcomes. PE supports federal reporting requirements and allows program staff to monitor engagement in care, retention, and viral suppression at both the individual and population levels. This system serves as the foundation for identifying service gaps and ensuring accountability across the network of providers.

To support the specific requirements of the Relink HIV Pathways to Care initiative, Palm Beach County will utilize REDCap for standardized data collection and reporting. REDCap will be used to document outreach attempts, track client engagement outcomes, and monitor key re-linkage milestones in alignment with performance measures. Palm Beach County is very familiar with REDCap and currently uses the system to support the SSP, comprehensive HIV Needs Assessment, Affordable Care Act (ACA) open enrollment, and mobile services unit reservations.

Together, data from HIV surveillance, Provide Enterprise, and REDCap are routinely matched and reconciled to ensure accurate client tracking across systems. They enable staff to identify and prioritize clients most in need of re-engagement, track outreach activities and outcomes, monitor key indicators such as linkage to care, retention, and viral suppression, and ensure the accuracy and completeness of program data. Staff are trained in data entry, validation, and

measurement protocols to maintain high data quality and ensure compliance with reporting requirements. This strong data infrastructure positions Palm Beach County to effectively implement and evaluate a data-driven re-engagement initiative.

9. Experience with Program Evaluation and Dissemination Activities

Palm Beach County has extensive experience evaluating HIV programs using both quantitative and qualitative methodologies to assess program effectiveness, inform continuous quality improvement (CQI), and guide strategic decision-making. This experience includes monitoring service delivery, measuring client outcomes, and identifying disparities across populations to ensure equitable access to care.

Evaluation efforts are grounded in a comprehensive framework that includes both process and outcome measures. Process evaluation focuses on tracking the number of individuals identified as out of care, documenting outreach attempts, and measuring successful client contacts. Additionally, Palm Beach County monitors the timeliness of linkage efforts, including the duration between initial contact and attendance at an HIV medical appointment. These measures provide insight into program implementation and operational efficiency.

Outcome evaluation focuses on key indicators aligned with the HIV care continuum. With a baseline of 24.5% of PWH not in care, the program will aim to reduce this proportion by re-engaging at least 25% of identified individuals, as well as retaining in care following re-linkage at 3 and 6 months. Viral suppression rates among re-engaged clients will also be monitored as a primary indicator of long-term health outcomes and program success.

Findings from program evaluation are disseminated through multiple channels to support transparency, collaboration, and sharing of best practices. Palm Beach County produces annual "Status of HIV in Palm Beach County" reports and presents findings to key stakeholders, including the local HIV Planning Council and community partners. Palm Beach County also participates in national conferences through posters, oral presentations, workshops, and plenary sessions. Program results are used to develop replicable models and best practice summaries that can inform re-engagement efforts in other jurisdictions, and peer-to-peer technical assistance is often provided.

10. Plan for Sustainability After End of Grant Award

Palm Beach County is committed to sustaining re-engagement activities beyond the grant period through strategic integration, diversified funding, and system-level enhancements. The proposed model is designed to be embedded within the existing HIV service infrastructure, ensuring that successful strategies become a permanent component of the local HIV system of care.

Sustainability will be achieved in part through the integration of re-engagement activities into existing programs, including Ryan White Part A and Ending the HIV Epidemic (EHE) initiatives. Core components of the model, such as Community Outreach, Response & Engagement (CORE)

and Tele-Adherence Counseling (TAC), will be incorporated into ongoing service delivery frameworks. Additionally, Data-to-Care (D2C) workflows will be institutionalized within routine operations, ensuring that identification and re-engagement of individuals out of care remains a standard public health function.

Palm Beach County will also implement a braided funding strategy to support ongoing activities. This includes leveraging existing Ryan White Part A, Minority AIDS Initiative, and EHE funding streams, as well as cost-savings from reimbursable services provided to insured clients to sustain key positions. Palm Beach County will actively pursue additional federal and private funding sources to expand and sustain successful interventions.

Finally, sustainability will be reinforced through the ongoing demonstration of program impact. Data collected through this initiative will be used to document improvements in re-engagement, retention, and viral suppression outcomes. These results will support continued investment by funders and stakeholders and position Palm Beach County as a leader in data-driven re-engagement strategies. Through this comprehensive approach, re-engagement activities will remain an integral and enduring component of efforts to end the HIV epidemic in Palm Beach County.

Pathways To HIV Care – Relink HIV Work Plan

Goal One: Design and implement an intensive HIV re-engagement in care service delivery model, leveraging public health agencies, HIV providers, the Ryan White HIV/AIDS Program, and people with HIV, to improve identification, outreach, and re-engagement of individuals out of care.			
Rapidly reengage out-of-care clients as identified by the data to care list for 2025. (35 per quarter; 280 Total)	Locate clients using the Lexis Nexis public records database and meet clients where there are in the community through face-to-face encounters	CORE Teams (Community, Outreach, Response and Engagement)	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025. (35 per quarter; 280 Total)	Schedule clients' first medical appointment within 24 hours of contact at brick-and-mortar locations or accessible mobile health clinics	CORE Teams (Community, Outreach, Response and Engagement) HIVES subrecipient agencies	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025. (35 per quarter; 280 Total)	Upon completion of first medical appointment and scheduling of second medical appointment, client receives $25 grocery voucher Client is referred to Tele-adherence Counselor	CORE Teams (Community, Outreach, Response and Engagement)	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025. (35 per quarter; 280 Total)	Upon completion of second medical appointment and scheduling of third medical appointment, client receives $50 grocery voucher	Tele-adherence Counselor	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027

	Client is referred to additional supportive services as needed (e.g., housing, vocational rehabilitation, transportation)		Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025. (35 per quarter; 280 Total)	Upon completion of third medical appointment within 90 or more days, client receives $75 grocery voucher	Relink Coordinator	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025. (35 per quarter; 280 Total)	Track viral suppression rate over grant year period with rapid reengagement intervention as necessary	Tele-adherence Counselor	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators (392 per quarter, 1,568 Total)	Engage dis-enrolled ADAP clients via community-based health care navigators at brick-and-mortar locations (community centers, libraries, health centers, social service centers)	HIVES subrecipient agencies	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators (392 per quarter, 1,568 Total)	Engage dis-enrolled ADAP clients in underserved areas via mobile health clinics to promote health insurance guidance and linkage to care in conjunction with CORE Team rapid reengagement efforts	CORE Teams (Community, Outreach, Response and Engagement) HIVES subrecipient agencies	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	Navigate a pathway to a preferred medications (Biktarvy, Descovy) using a variety of resources and	CORE Teams (Community, Outreach, Response and Engagement)	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027

(392 per quarter, 1,568 Total)	screening tools provided by health care navigator/case manager guidance	Tele-adherence Counselor HIVES subrecipient agencies	
Refer out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability) (15 per quarter; 120 Total)	Refer a minimum of 120 clients to one or more supportive services: healthcare and housing (H2O) initiative, tele-adherence counseling (HOPE App)	CORE Teams (Community, Outreach, Response and Engagement) Tele-adherence Counselor	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Refer out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability) (15 per quarter; 120 Total)	Track viral suppression rate over grant year period with intense case management as necessary	CORE Teams (Community, Outreach, Response and Engagement) Tele-adherence Counselor	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Goal Two: Evaluate the effectiveness of the re-engagement model on re-engagement in care and HIV health outcomes, identifying the strategies and activities that are most effective and replicable across jurisdictions.			
100% rate of reengagement of clients identified by the data to care list for 2025. (35 per quarter; 280 Total)	Tracking the amount of clients served for grant period	CORE Teams (Community, Outreach, Response and Engagement) FDOH Counterparts	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
100% rate of reengagement of clients identified by the data to care list for 2025.	Track the number of gift cards distributed by medical appointment completion	CORE Teams (Community, Outreach, Response and Engagement)	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027

(35 per quarter; 280 Total)	Track early engagement and retention over a longitudinal period (90 or more days)	Tele-adherence Counselor Relink Coordinator	Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
100% rate of reengagement of clients identified by the data to care list for 2025. (35 per quarter; 280 Total)	Track improvement and maintenance of viral load suppression data over the grant period	HIVES Administrative Staff	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators (392 per quarter, 1,568 Total)	Track the number of clients enrolled in health care premium assistance through partner agencies at target locations	HIVES subrecipient agencies	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators (392 per quarter, 1,568 Total)	Track the number of dis-enrolled ADAP clients who utilized mobile services to connect to health coverage and/or medication adherence	CORE Teams (Community, Outreach, Response and Engagement) HIVES subrecipient agencies	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	Track the number of clients that were enrolled in tele-adherence counseling (Hope App)	CORE Teams (Community, Outreach, Response and Engagement) Tele-adherence Counselor	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028

(15 per quarter; 120 Total)			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability) (15 per quarter; 120 Total)	Track the number of clients that were enrolled in healthcare and housing (H2O)	CORE Teams (Community, Outreach, Response and Engagement)	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability) (15 per quarter; 120 Total)	Track quality of referral process to support services through client testimonials and/or TAC counselor progress notes	Tele-adherence Counselor	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability) (15 per quarter; 120 Total)	Track improvement and maintenance of viral load suppression data over the grant period	HIVES Administrative Staff Tele-adherence Counselor	Q1: August 31, 2026 Q2: November 30, 2026 Q3: February 28, 2027 Q4: May 31, 2027 Q5: August 31, 2027 Q6: November 30, 2027 Q7: February 28, 2028 Q8: May 31, 2028
Goal Three: Disseminate findings and best practices from the Relink HIV project through multiple methods to support adoption and replication by HIV programs and communities nationwide.			
National Conferences (1 abstract/poster submitted; 1 presentation)	Submit abstract/poster; present	HIVES Administrative Staff Relink Coordinator	Q4: May 31, 2027 Q8: May 31, 2028

Regional Conferences (4 abstracts/posters/presentations)	Submit abstracts/posters; present	HIVES Administrative Staff Relink Coordinator	Q4: May 31, 2027 Q8: May 31, 2028

Relink HIV Pathways To Care

Budget Narrative

Complete a one year budget not to exceed $250,000 for budget period of June 1, 2026 - May 31, 2026.

Personnel (Salaries)

Name	Title	Justification (role in project)	Salary	Full Time Equivalency	Amount Requested
To Be Assigned	Relink Coordinator	Responsible for managing the Relink HIV program, including fulfilling data collection and reporting requirements.	$ 58,445.92	15%	$ 8,766.89
Tess Clemones	Tele-Adherence Counselor	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV using syndemic strategies to address housing, behavioral health, and substance use disorder barriers.	$ 63,679.20	50%	$ 31,839.60
Julian Betancourt	CORE Case Manager	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV through Data to Care strategy	$ 57,888.50	25%	$ 14,472.13
Remus Emile	CORE Case Manager	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV through Data to Care strategy	$ 57,888.50	25%	$ 14,472.13

Personnel Subtotal: $ 69,551.00

Fringe Benefits (Employee Related Expenses)

	Benefits Rate Percentage	Justification (Describe Fringe Benefits Including Calculation Methodology)
Fringe Benefits Rate For Staff:	40%	Insurance (19.00%); Social Security (6.02%); Retirement (8.51%); Medicare (1.45%); Others - Disability, Unemployment, Life Insurance, and Supp. Ret (5.00%)

Fringe Benefits Subtotal: $ 27,932.00

Travel

Line Item	Justification (Describe the travel planned and explain how it is necessary for the success of the project)	Amount Requested
National Conference	**Long-Distance Travel for two staff to present project at a nationally recognized conference to support dissemination of data as required by Relink Grant. Airfare + Baggage: $400; lodging $220/night x 3 nights, parking $15/day x 3 days, per diem $40/day x 3 days, ground transporation (taxi/ride share/train) $75**	$ 2,600.00

Regional Conferences	Local Travel for two staff present project at regional conferencs, conventions, and/or symposiums to support dissemination of data as required by Relink Grant. Mileage rate: $0.725/mile ; $220/night; Per Diem $40/day; Estimated 4 nights/8 days within 200 mile radius (Miami, Ft. Lauderdale, Orlando, Tampa)	$ 3,309.00
County Fleet Services	Rental cost of 1 fleet vehicle plus gas to locate not in care clients (~$400 per month x 12)	$ 4,800.00

Travel Subtotal: $ 10,709.00

Equipment

Line Item	Justification *(describe equipment requested and connection to project.*	Amount Requested

Equipment Subtotal: $ -

Supplies

Line Item	Justification *(describe supplies requested and connection to project.*	Amount Requested

Supplies Subtotal: $ -

Professional and Outside Services

Line Item	Justification *(describe professional and outside services requested and connection to project. Provide particularly detailed information if key parts of re-engagement in care activities are being contracted to a subcontractor)*	Amount Requested
Warm Health Technology HOPE App	Warm Health Technology provides the HOPE App platform used for tele-adherence counseling. This is the cost of additional upgrades that will include behavioral health and substance use disorder support. Addressing co-occurring disorders to improve linkage and retention rates.	$ 60,000.00

Professional & Outside Services Subtotal: $ 60,000.00

Other Operating Expenses

Line Item	Justification *(describe other operating expenses requested and connection to project.)*	Amount Requested
Lexis Nexis People Search Database	Database will use public records to assist in locating 2,125 out-of-care clients. ($350-$600/month subscription x 12 months)	$ 7,200.00
Incentive Grocery Voucher	gift card after their initial clinical appointment, a $50 gift card after their first follow-up clinical appointment, and a $75 gift card after a second follow-up clinical appointment	$ 42,000.00

Other Operating Expenses Subtotal: $ 49,200.00

Administrative Costs

	Rate Percentage	Justification *(describe administrative costs and rate calculation)*
Indirect Rate or de minimis rate	15%	De minimus rate

Administrative Costs Subtotal: $ 32,608.00

Budget Summary	
Personnel	$ 69,551.00
Fringe Benefits	$ 27,932.00
Travel	$ 10,709.00
Equipment	$ -
Supplies	$ -
Professional and Outside Services	$ 60,000.00
Other Operating Expenses	$ 49,200.00
Administrative Costs	$ 32,608.00
Total:	$ 250,000.00

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NASTAD

Data Use Agreement

Docusign Envelope ID: 53E656CE-2B36-4A55-94D3-EC2ACB1FC30B

DATA USE AGREEMENT

Data Recipient Institution Name:	Palm Beach County Community Services Department
Data Recipient Contact:	Dr. Casey Messer, Program Manager 561-355-4730 cmesser@pbc.gov
Term of Agreement:	June 1, 2026 – May 31, 2028

This Data Use Agreement (the "DUA") is entered into by and between the **National Alliance of State and Territorial AIDS Directors (NASTAD)**, a not-for-profit organization with its principal office at 444 North Capitol Street, NW, Suite 339, Washington, DC 20001 ("NASTAD"), and **Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners**, with its principal office at **301 N. Olive Ave, West Palm Beach, FL, 33409** ("Recipient").

Effective Date: June 1, 2026

Term of Agreement: From June 1, 2026, through May 31, 2028, unless earlier terminated in accordance with this Agreement.

RECITALS

WHEREAS, NASTAD is implementing *Pathways to Care: A ReLink HIV Initiative* (the "Relink HIV Project"), supported by Gilead Sciences, to strengthen systems for re-engaging people with HIV who are out of care;

WHEREAS, Recipient has been awarded funding under the Relink HIV Project and will collect and submit data to NASTAD for program monitoring, evaluation, and dissemination of aggregate findings;

WHEREAS, the Parties desire to establish terms governing the disclosure, use, protection, and transmission of de-identified or limited data sets in compliance with applicable federal and state laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

NOW, THEREFORE, the Parties agree as follows:

1. Scope and Purpose

1.1 Purpose

Recipient will submit data to NASTAD solely for the purposes of program implementation support, performance monitoring, evaluation, quality improvement, and dissemination of aggregate, non-identifiable findings related to the Relink HIV Project. Data will not be used for research involving human subjects, nor for any purpose outside the scope of the Relink HIV Project without prior written approval from NASTAD.

1.2 Description of the Dataset

The data provided by Recipient to NASTAD (the "Dataset") may include de-identified or limited data elements, collected in the course of Relink HIV Project activities, including but not limited to:

Demographic and Program Enrollment Indicators

- Language spoken

- Ryan White Part A enrollment status
- Ryan White Part B enrollment status
- AIDS Drug Assistance Program (ADAP) enrollment status

Clinical Status Indicators

- Viral suppression status
- Last reported viral load value (if applicable)
- Date of last reported laboratory result
- Patient deceased indicator (yes/no)
- Patient determined to be out of state indicator (yes/no)

Outreach and Contact Attempts (Initial and Rescheduled Appointments)

For each outreach phase (initial outreach, first rescheduled appointment, second rescheduled appointment):

- Contact attempt number (Attempts #1–#3)
- Type of contact attempt (e.g., phone, text, field visit)
- Date(s) of contact attempt(s)
- Outcome of contact attempts
- Do not contact response indicator
- Unable to contact indicator

Relink Engagement Outcomes

- Contacted but did not enroll in Relink HIV
- Contacted and enrolled in Relink HIV
- Date of contact closeout
- Date of Relink HIV enrollment

Care Re-Engagement Milestones

- Date of HIV medical appointment
- Date of Ryan White eligibility appointment (if applicable)
- Attendance at HIV medical appointment (yes/no)
- Date attendance confirmed with HIV clinic
- Reason for non-attendance (if applicable)
- Ryan White enrollment status following re-engagement
- Date of Ryan White enrollment (if applicable)
- Reason for non-enrollment (if applicable)

The Dataset will not include direct personal identifiers, including but not limited to names, Social Security numbers, full addresses, dates of birth, or other information that could reasonably be used to identify an individual. If limited data elements are included, they will be handled in accordance with HIPAA and applicable state laws.

1.3 Transferring the Dataset

Recipient shall transmit the Dataset to NASTAD using secure, encrypted methods designated by NASTAD (e.g., REDCap or other secure data systems). NASTAD will not request, and Recipient shall not transmit, identifying information beyond what is explicitly required and approved.

2. Recipient Obligations

2.1 Use

NASTAD shall use the Dataset for the purposes described in Section 1 above. Data shall be used solely by NASTAD. Recipient shall use the Dataset solely for carrying out Relink HIV Project activities and shall submit

data to NASTAD only as required under the terms of the Relink HIV award. Recipient shall not use the Dataset for any other purpose without prior written authorization from Disclosing Party.

2.2 Confidential Information

"*Confidential Information*" means proprietary or sensitive information of any kind which is disclosed by one Party (the "Disclosing Party") to the other party (the "Receiving Party") related to the Research which (i) by appropriate marking is identified as proprietary or confidential at the time of disclosure; or (ii) if disclosed orally is identified in a marked writing within thirty (30) days as being confidential; *except for* information that: (a) is public knowledge at the time of disclosure or becomes public knowledge thereafter through no breach of this Agreement by the Receiving Party; (b) is disclosed to the Receiving Party by a third party permitted to disclose such information without known obligation of confidentiality; (c) is already known or is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (d) is released with the prior written consent of the Disclosing Party; or (e) is required by law, regulation, subpoena or government or judicial order to be disclosed.

2.2 Data Security and Protection

NASTAD shall implement appropriate technical and administrative safeguards to prevent the use or disclosure of the Dataset for purposes other than as provided for by this DUA.

2.3 Data Disclosure Prohibited

NASTAD agrees to retain control over the Dataset and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Dataset to any third party, without the prior written consent of NASTAD. Recipient shall promptly report to NASTAD any use or disclosure of the Dataset that is not allowed for under this DUA of which it becomes aware.

2.3 Resulting Aggregate Datasets

NASTAD may develop aggregate datasets and analyses derived from the Dataset. Dissemination of findings may include reports, presentations, and publications that do not identify individuals or jurisdictions without explicit permission. Recipient will be acknowledged in dissemination materials as appropriate.

2.5 Dissemination of Findings

The Parties agree dissemination of project findings, by conference abstract submission, publication or otherwise is a valuable objective of the project. Joint publications are encouraged with authorship of such publications decided according to commonly accepted conventions for scientific publications.

2.6 Publication Access

Recipient shall provide NASTAD access to, either electronically or in paper form, a copy of every publication of material based on or developed under this Agreement.

2.7 Use of Name/Logos

Neither Party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

2.8 Liability

Each Party assumes all liability for damages which may arise from its transfer, use, reliance, storage, disclosure, or disposal of the Dataset. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

2.9 Term of DUA

The term of this DUA is **June 1, 2026,** through **May 31, 2028.** On termination or expiration, NASTAD will cease to use any Data received under this DUA. Agreement to protect the Dataset shall survive termination of this DUA. In the event that NASTAD breaches this Agreement, the Disclosing Party, in its sole discretion, may: i) terminate this Agreement upon written notice to NASTAD; or ii) request that NASTAD to the satisfaction of Disclosing Party, take appropriate steps to cure such breach. If NASTAD fails to cure such breach to Disclosing Party's satisfaction in the time prescribed by NASTAD, Disclosing Party may terminate this DUA immediately, upon written notice to NASTAD

2.10 Destruction of Dataset

Following the term of this DUA, NASTAD will destroy the Dataset upon request by the Disclosing Party and will cease to use any data under this DUA.

2.11 Notices

All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that Recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Palm Beach County

Dr. Casey Messer
Community Services Department
810 Datura St.
West Palm Beach, FL 33041
cmesser@pbc.gov

If to NASTAD:

Auntré Hamp
Senior Director, Public Health Systems
444 N. Capitol Street NW, Suite 339
Washington, DC 20001
ahamp@nastad.org

3. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this DUA as of the day and year written below.

For Palm Beach County

By: Sara Baxter

Title: Mayor

Signature: _____

Date: _____

For NASTAD

By: _____

Title: _____

Signature: _____

Date: _____

Approved as to form and legal sufficiency

By: Signed by: Jessica Baker Rosenthal
Assistant County Attorney

Approved as to terms and conditions

By: Signed by: Diane Linder
Department Director

Attachment 2

Memorandum

TO: Sara Baxter, Mayor
Board of County Commissioners

THRU: Joseph Abruzzo, County Administrator

THRU: Lisa De La Rionda, Deputy County Administrator

FROM: Dr. James Green, Director
Community Services Department

Initial JG

DATE: August 31, 2026

RE: **National Alliance of State and Territorial AIDS Directors (NASTAD) Relink HIV Pathways to Care Grant Award & Data Use Agreement**

Pursuant to Section 309 of the Administrative Code, your signature is needed on the National Alliance of State and Territorial AIDS Directors (NASTAD) Relink HIV Pathways to Care Grant Award & Data Use Agreement (Agreement). The project period will begin July 1, 2026 through June 30, 2027. The amount awarded is $200,000 for year one (1), and may be renewed for a second year, contingent upon successful completion of the prior year and the availability of funds. There are no County match or Maintenance of Effort (MOE) funds required.

This non-governmental grant is a new funding award for Palm Beach County Community Services Department's HIV Elimination Services and will supplement existing federal grant funding to relink out-of-care people with HIV (PWH) to medical and support services to improve health outcomes. Specifically, this funding will support 1,792 PWH who have lost access to medications from recent changes in eligibility requirements by the Florida Department of Health's AIDS Drug Assistance Program (ADAP).

The emergency signature request is being utilized because there is not sufficient time to submit the Agreement through the regular Board of County Commissioners' agenda process and meet the return deadline requested by the funder. Staff plans to submit this item at the November 10, 2026, BCC meeting.

If additional information is needed, please contact Dr. Casey Messer at (561) 355-4730.

Approved by:

DocuSigned by: Thomas Eaton B9475D9E749E4E9...
Interim Director, Financial & Support Services

Signed by: James Green F84BD58B0CEE433...
Department Director

Signed by: Richard Sena 0D1447EF98F04AF...
Assistant County Attorney

Signed by: Andres Figueroa 7C19G94596D141E...
OFMB

Attachments:
1) GY2026 NASTAD Relink HIV Pathways to Care Grant Award Agreement
2) NASTAD Data Use Agreement

Community Services Department
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4700
Fax: (561) 242-7336
www.pbc.gov/communityservices

Palm Beach County Board of County Commissioners
Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

"An Equal Opportunity Employer"
Official Electronic Letterhead



This agreement defines the terms and conditions of an assistance award made by NASTAD to the Recipient. These terms and conditions are presented in multiple sections, as outlined below. All the contents of these sections constitute the entire agreement between the Parties.

The Sections:

SECTION 1 – Agreement
SECTION 2 – General Terms & Conditions
SECTION 3 – Program Description
SECTION 4 – Financial Provisions
SECTION 5 – Reporting Provisions
SECTION 6 – Certifications and Assurances
Attachment "A" - Statement of Work
Attachment "B" - Work Plan
Attachment "C" - Budget
Attachment "D" - HIV Data Report

SECTION 1 - Agreement

1.01 PARTIES:
The party giving this award is National Alliance of State and Territorial AIDS Directors, hereinafter referred to as "NASTAD"

The party receiving this award is Palm Beach County Community Services, EIN Number: XL2DNFMPCR44, hereinafter referred to as "Subrecipient."

1.02 Funding Supported By:
The funding for this award is from Gilead Sciences, Inc. (Prime Funder).

1.03 AWARD TYPE:
This award is a cost reimbursable grant. This award is made to the Subrecipient on condition that the award funds will be administered in accordance with the terms and conditions set forth in this agreement, including all Sections hereto. Subrecipient shall use the Award solely for the purpose of performance of the Proposal/Statement of Work, under the direction of the Subrecipient Lead, and in accordance with the Subaward budget. Subrecipient shall not use the Award funds for its institutional indirect costs (with the exception of what is approved in the Subaward budget), overhead, or general and administrative expenses.

1.04 AWARD PURPOSE:
The Relink HIV Initiative is a program to support the re-engagement of people with HIV (PWH) who have fallen out of care by strengthening HIV healthcare systems, HIV data systems, re-engagement in care activities, and cross sector collaboration across partners.

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1.05 PERIOD OF PERFORMANCE:
This Award covers a one-year program and has a period of performance with a **start date of July 1, 2026, and ending on June 30, 2027.** However, this award may be renewed for a second year contingent upon the successful completion of the prior year and the availability of funds.

1.06 AMOUNT OF AWARD: The total value of this award is **$200,000.**

1.07 AMOUNT OF COSTSHARE:
No cost sharing is required under this Subaward.

1.08 SUBSTANTIAL INVOLVEMENT:
This agreement requires substantial involvement by NASTAD in the implementation of the funded activities. Substantial involvement means that NASTAD retains the following:

- Approval of Workplans (see section 5.01, "Workplan")

1.09 NOTICES:
All notices pertaining to or required by this agreement shall be in writing, signed by an authorized representative, and may be delivered by hand, emailed as an attachment, telecopied, or sent by certified mail, addressed to the authorized representatives at the addresses shown below.

For **NASTAD**:
Auntre' Hamp
Sr. Director, Public Health Systems
444 North Capitol St, NW #339
Washington D.C. 20001
ahamp@nastad.org
(571) 895-7023

For **Palm Beach County Community Services:**
Dr. Casey Messer
HIV Elimination Services Program Manager
810 Datura Street
West Palm Beach, FL 33402-2109
(561) 355-3139
cmesser@pbc.gov

1.10 ACCEPTANCE:
By their signatures below, the signatories accept the terms and conditions of this agreement on behalf of their respective parties and assert that they are authorized representatives of the parties with full authority to bind their party to the terms of this agreement and its certifications.

For Palm Beach County

By: Sara Baxter

Title: Mayor

Signature:

Date: 9/8/20

For NASTAD

By: Boatemaa Ntiri-Reid

Title: Executive Director

Signature:

Date:

Approved and to Form and Legal Sufficiency

Signed by:
Richard Sena

Assistant County Attorney

Approved as to Terms and Conditions

Signed by:
James Green

Department Director

Section 2 begins on the next page.

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SECTION 2 - General Terms and Conditions

2.01 GOVERNING LAW:
This Agreement shall be construed and enforced in accordance with and governed by the laws of the District of Columbia notwithstanding the choice of law rules thereof.

2.02 APPLICABLE CODES AND REGULATIONS:
The Subrecipient shall comply with all laws, rules, procedures, and regulations concerning grants as they may relate to the administration of this program.

2.03 AVOIDANCE OF CONFLICT OF INTEREST

a. The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts and grants. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

b. If the Subrecipient has a parent, affiliate, or subsidiary organization, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. *Organizational conflicts of interest* means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

2.04 PREVENTING TERRORIST FINANCING:

a. The Subrecipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the Subrecipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx or the United Nations Security designation list - online at: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This Section 2.04 must be included in all subagreements, including contracts and subawards, issued under this award.

b. The Subrecipient must not engage in transactions with, or provide resources or support to, individuals and organizations that are suspended or debarred from work with the federal government.

c. The Subrecipient must document this review with time-stamped screenshots or equivalent against the above lists

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2.05 RESOLUTION OF CONFLICTS AMONG TERMS AND CONDITIONS OF THIS AGREEMENT:
Conflicts between any of the terms and conditions of this agreement shall be resolved by applying the following descending order of precedence:

Section 1 - Agreement;
Section 2 - General Terms and Conditions
Section 3 - Program Description;
Section 4 – Financial Provisions;

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Section 5 – Reporting Provisions;
Attachments (if any).

In the event that the Subrecipient identifies any conflict of terms and conditions, they are required to notify NASTAD of this conflict for resolution.

2.06 SUBRECIPIENT RESPONSIBILITIES

a. The Subrecipient is responsible for notifying NASTAD of any significant problems relating to the administrative or financial aspects of the award.

b. The Subrecipient has full responsibility for the management of the project or activity supported under the award and for adherence to the terms and conditions. Although the Subrecipient is encouraged to seek the advice and opinion of NASTAD on special problems that may arise, such advice does not diminish the Subrecipient's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to NASTAD.

c. The Subrecipient shall ensure that the principal investigator(s) or project director(s) receive a copy of this agreement and any subsequent amendments.

d. The Subrecipient shall ensure that appropriate Subrecipient officials are made aware of the terms and conditions of this agreement.

e. This Section 2.06 does not alter the Subrecipient's full responsibility for conduct of the project and compliance with all terms and conditions of this agreement.

2.07 CLOSEOUT OF AWARD

NASTAD will close out this award when it determines that all applicable administrative actions, all required work of the Agreement have been completed, and all deliverables have been submitted by the Subrecipient. The Subrecipient must address the following in order to successfully close out their subaward in good standing:

a. The Subrecipient must promptly pay all allowable costs.

b. The Subrecipient must reconcile all cost or expenditure discrepancies.

c. The Subrecipient must submit all financial, performance, and other reports by the due dates specified in Section 5 ("Reporting Provisions") of this Agreement.

d. The Subrecipient must promptly refund any balances of unobligated cash that NASTAD paid in advance or paid and that are not authorized to be retained by the Subrecipient for use in other projects.

e. The Subrecipient must fulfill its audit responsibilities as specified in paragraph b. of section 4.07 ("Accounting, Audit, and Records").

f. The Subrecipient must finalize provisional indirect cost rates, if applicable, as specified in section 4.10 ("Indirect Costs").

g. The Subrecipient must dispose of property acquired under this subaward in accordance with section 6A.06 ("Title To and Use of Property").

2.08 AMENDMENT:

a. This award may only be amended in writing, by formal amendment or letter, signed by NASTAD and an authorized official of the Subrecipient.

b. In addition to other approvals required in this award, the Subrecipient must receive prior written approval from NASTAD to:

(1) Change the scope or the objectives of the program, and/or revise the total award amount or the period of the award (even if there is no associated budget revision requiring prior written approval);

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(2) Change key personnel, if specified in the award;

(3) Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award;

(4) Include, unless waived by NASTAD, costs that require prior approval in accordance with applicable cost principles as defined in section 4.09 hereto, "Allowable Costs"—see also section 6A.03, "Prior Approval Required";

(5) Transfer funds budgeted for participant support costs to other cost categories;

(6) Subaward, transfer, or contract out any work under this award, including fixed-amount subawards, if such subawards or contracts were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services;

(7) Change the approved cost-sharing provided by the Subrecipient if proposed; or if subparagraph 9 does not apply

(8) Increase the award amount in order to complete the project; or if subparagraph 9 applies

(9) Transfer funds among direct cost categories, as specified in 4.05 ("Budget"), in which the aggregate amount of transfers exceeds 10 percent of the total budget.

c. Prior Approval:

All requests which require prior approval must bear the signature of an authorized official of the business office of the Subrecipient organization as well as the principal investigator or program or project director named on this Agreement. The Subrecipient must submit these requests no later than 120 days prior to this budget period's end date.

Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Lift funding restrictions, withholding, or disallowance
- Redirection of funds in excess of 10% of the budget
- Change in scope
- Implement a new activity or enter into a subaward or contract that is not specified in the most recently approved budget
- Change in key personnel
- Extensions

d. Failure by the Subrecipient to obtain the approvals required above, or elsewhere in this award, may result in NASTAD disallowing such costs. NASTAD is under no obligation to reimburse the Subrecipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased, NASTAD will notify the Subrecipient of the increase and specify the new total obligated amount by written amendment to the award.

2.09 TERMINATION AND SUSPENSION:

a. NASTAD or the Subrecipient may terminate this award at any time for any reason, in whole or in part, upon 30 days' written notice to the other party in accordance with Section 1.11, "Notices." The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated.

b. In the event the Subrecipient commits a material breach of any of the terms of this Agreement, NASTAD reserves the right to terminate this award with 30 days written notice, in whole or in part, or take any other appropriate measures including, without limitation, recall or demand refund of any award amount which were expended without compliance with award terms and conditions, should such breach remain uncured within 30 days of receipt of the written notification..

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c. Termination Procedures. Upon receipt of, and in accordance with, a termination notice from NASTAD as specified above, the Subrecipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this section or as approved in writing by NASTAD, the Subrecipient is not entitled to costs incurred after the effective date of termination.

d. Within 30 calendar days after the effective date of such termination, the Subrecipient must repay to NASTAD all unexpended NASTAD funds as of the effective date of termination, which are not otherwise obligated by a non- cancelable legally binding transaction applicable to this award.

e. Should the funds paid by NASTAD to the Subrecipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the Subrecipient, the Subrecipient may submit to NASTAD within 60 calendar days after the effective date of a termination a written claim covering such Subrecipient obligations. NASTAD must determine the amount(s) to be paid by NASTAD to the Subrecipient under such claim in accordance with this section and Section 4.09 Allowable Costs.

f. The Subrecipient must, to the greatest extent possible, include a provision in all subagreements, including subawards and contracts, affording the Subrecipient the right to terminate the subagreement in the event NASTAD terminates this award, including the refund requirement in paragraph d.

g. This Section 2.09 must be included in all subagreements.

2.10 DISPUTES:

a. Any dispute under this award will be decided by NASTAD. NASTAD must furnish the Subrecipient a written copy of the decision.

b. Decisions of NASTAD are final.

c. Notwithstanding any other term of this award, subrecipients and contractors of the Subrecipient have no right to submit claims directly to NASTAD and NASTAD assumes no liability for any third-party claims against the Subrecipient.

d. Notwithstanding the above, nothing in this agreement shall be construed as a waiver, release, or relinquishment of either parties' rights to enforce this agreement in courts of competent jurisdiction under any legal or equitable remedies.

2.11 RELATIONSHIP OF THE PARTIES:

The Subrecipient acknowledges that it is an independent contractor and neither agent nor employee of NASTAD for the purposes of fulfilling this Agreement. All work shall be performed at the Subrecipient's own risk.

2.12 NO JOINT VENTURE:

This Agreement shall relate only to itself and to no other effort currently being undertaken by NASTAD or the Subrecipient jointly or separately. The parties are independent contractors with respect to each other. Nothing herein shall be deemed to create a joint venture, agency, or partnership between NASTAD and

Subrecipient, and the employees of one shall not be deemed to be employees of the other. Neither of the parties hereto shall have the power to obligate or bind the other in any manner whatsoever, except as specifically provided herein.

2.13 COMMUNICATION WITH THE PRIME FUNDER:

All contact, communication, and dealings with the Prime Funder and its agents and representatives by Subrecipient and any of its personnel, consultants, or subrecipients, *on matters subject to this Agreement,* shall be through or approved by NASTAD.

2.14 ASSIGNMENT:

This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party.

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2.15 NONLIABILITY:
Both parties will hold the other harmless, to the extent permitted by law, against all liability, including liability for attorney's fees and court costs, arising out of or in connection with the other party's performance of the duties under this Award. Nothing herein shall constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. This article shall survive termination or expiration of this agreement.

2.16 NON-COMPETE:
For a period of six months after this Agreement expires or is otherwise terminated, each party agrees not to hire or attempt to hire any employees of the other party assigned to the project or proposal, or to obtain the services of any employees of the other party, except by mutual consent in writing of the parties.

2.17 PUBLICITY:
No advertising or publicity having or containing any reference to NASTAD, or in which the name of NASTAD is mentioned, shall be used by Subrecipient without the written approval of NASTAD. Subrecipient shall not use NASTAD's logo or title block on any correspondence or written matter without the written approval of NASTAD.

2.18 PUBLIC DISCLOSURE BY NASTAD:
NASTAD may include information about this award in its periodic public reports and may make information about this award public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents. By accepting these award funds, Subrecipient agrees to such disclosure. Subrecipient may also include such information, in accordance with section 2.17 Publicity, hereto.

2.19 PUBLICATION FOR PROFESSIONAL AUDIENCES:
Any publications, articles or announcements resulting from the award must acknowledge the support of NASTAD and Gilead Sciences, Inc. and will include a disclaimer of official endorsement such as follows: "**This article was funded in part by a grant from Gilead Sciences, Inc. through NASTAD. Gilead Sciences, Inc. has had no input into the development or content of these materials. The opinions, findings and conclusions stated herein are those of the authors and do not necessarily reflect those of Gilead Sciences, Inc. or NASTAD**". The Subrecipient must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award.

2.20 NAME/TRADEMARK:
The Subrecipient will use NASTAD's name or marks only for activities authorized by NASTAD, in writing, and NASTAD will use the Subrecipient's name or marks only for activities authorized by the Subrecipient in writing. All other uses will be deemed infringement of the respective trademarks. Additional restriction on publications is found in Section 6 - Publications.

2.21 NONDISCLOSURE:
Neither party shall disclose any matters of a confidential nature relating to the other party to which it, its employees or other agents may be or become privy as a result of this Agreement, except to those individuals with a need to know to carry out the terms of this Agreement and that are directly participating in the activity funded by this grant. All information shall be deemed proprietary, unless it is provided by its owner specifically for disclosure to an entity other than the parties hereto. Upon the expiration or termination of this Agreement, each party shall surrender all such confidential material in its possession to the owner of the material or follow the owner's destruction directions.

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

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A. Keep and maintain public records required by the Subrecipient to perform services as provided under this agreement.

B. Upon request from the Subrecipient's Custodian of Public Records, provide the Subrecipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. NASTAD further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement, if NASTAD does not transfer the records to the public agency.

D. Upon completion of the agreement, NASTAD shall transfer, at no cost to the Subrecipient, all public records in possession of NASTAD unless notified by the Subrecipient's representative/liaison, on behalf of the Subrecipient's Custodian of Public Records, to keep and maintain public records required by the Subrecipient to perform the service. If the NASTAD transfers all public records to the Subrecipient upon completion of the agreement, NASTAD shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If NASTAD keeps and maintains public records upon completion of the agreement, NASTAD shall meet all applicable requirements for retaining public records. All records stored electronically by NASTAD must be provided to Subrecipient, upon request of the Subrecipient's Custodian of Public Records, in a format that is compatible with the information technology systems of Subrecipient, at no cost to the Subrecipient.

Failure of NASTAD to comply with the requirements of this article shall be a material breach of this agreement. Subrecipient shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. NASTAD acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

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

See also Section 2.23 Confidentiality of Information, below.

2.22 INTELLECTUAL PROPERTY:

Except as otherwise provided in the terms and conditions of this agreement, the author or the Subrecipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but NASTAD and the Prime Funder reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for non-commercial purposes. Note: This provision is amplified in Section 6 - Copyright Interests.

2.23 CONFIDENTIALITY OF INFORMATION

a. Confidential information, as used in this Section 2.23, means: (1) information or data of a personal nature about an individual such as SSN, driver's license, health data, etc., or (2) information or data submitted by or pertaining to an institution or organization such as bank account numbers and customer lists/data.

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b. In addition to the types of confidential information described in a (1) and a (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary invalidated findings could create erroneous conclusions which might threaten public health or safety if acted upon.

c. NASTAD and the Subrecipient may, by mutual consent, identify from time to time during the performance of the agreement specific information and/or categories of information which NASTAD will furnish to the Subrecipient or that the Subrecipient is expected to generate which is confidential. Such identification of information shall be valid only when made in writing and executed by both parties as an amendment to this agreement.

d. If it is established that information to be utilized under this award is subject to the US Privacy Act, the Subrecipient will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

e. Confidential information, as defined in a (1) and (2) above, shall be marked "CONFIDENTIAL" and not be disclosed without the prior written consent of the individual, institution or organization, except when the information is subject to conflicting or overlapping provisions in other Federal, State, or local laws, including Chapter 119, Florida Statutes

f. Written advance notice of at least 45 days will be provided to NASTAD of the Subrecipient's intent to release findings of studies or research, which have the possibility of adverse effects on the public, NASTAD, or the Prime Funder, as described in b above. If NASTAD does not pose any objections in writing within the 45-day period, the Subrecipient may proceed with disclosure.

g. Whenever the Subrecipient is uncertain with regard to the proper handling of material under this agreement, or if the material in question is confidential information subject to this Section 2.23, the Subrecipient shall obtain a written determination from NASTAD prior to any release, disclosure, dissemination, or publication.

2.24 DRUG-FREE WORKPLACE & PROHIBITED ARTICLES:
By acceptance of this award and any assistance (payment) hereunder, the Subrecipient certifies that the Subrecipient will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances, alcohol, firearms, tobacco products or pornographic material during performance of the award. Additionally, the Subrecipient must make a good-faith effort to maintain a drug-free workplace, and NASTAD reserves the right to terminate or suspend this award if the Subrecipient materially fails to do so, or if any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140,

2.25 NON-SOLICITATION OF EMPLOYEES:
Subrecipient shall not solicit for employment or hire NASTAD employees during the term of this Agreement and for six months thereafter.

2.26 SITE VISITS:
Subrecipient is responsible for managing and monitoring each project, program, sub-award, function or activity supported by the award. NASTAD and Prime Funder reserve the right to make site visits to review and evaluate Subrecipient records, accomplishments, organizational procedures, and financial control systems; to conduct interviews; and to provide technical assistance as necessary. Site visits will be made in the least disruptive manner possible.

2.27 WHOLE AGREEMENT:
This agreement in all its sections is the entire agreement among the parties pertaining to the subject matter hereof. No supplement, modification, or waiver of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the terms and conditions of this agreement shall be deemed or shall constitute a waiver of any other term or condition hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

2.28 HEADINGS:
Article headings herein are included for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

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2.29 NO IMPLIED WAIVERS:
Failure by any party at any time to require performance by any other party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

2.30 SEVERABILITY:
The terms and conditions of this Agreement shall be severable, and the invalidity of any term or condition or portion thereof shall not affect the enforceability of the remaining terms and conditions of this Agreement.

2.31 COUNTERPARTS AND BINDING EFFECT:
This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

Section 3 begins on the next page.

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SECTION 3 – Program Description
The Relink HIV Pathways to Care project's primary goal is increasing re-engagement into HIV care for persons who are out of care across the United States. The project also aims to improve health outcomes for persons with HIV as measured by the HIV care continuum measures of diagnosis by improving linkage to care, retention in care, and achieving viral suppression.

Palm Beach County Community Services' Role in the Program
See Statement of Work (Attachment "A") and Work Plan (Attachment "B")

SECTION 4 – Financial Provisions

4.01 PAYMENT SCHEDULE:

a. Payment shall be made to the Subrecipient upon NASTAD's acceptance and approval of a valid payment request. However, notwithstanding the validity of any payment request, no funds shall be released unless the Subrecipient is in current compliance with all the terms and conditions of this agreement.

b. Requirements for advance payments are presented in section 4.02 herein. When advance payments are not authorized, the Subrecipient shall request reimbursement of actual costs monthly.

c. Payment requests shall be submitted by the Subrecipient to NASTAD at the following email addresses: **relink@nastad.org.** Payment requests shall detail billed expenditures by approved budget line item, show cumulative costs billed to date and remaining funds by line-item detail as well.

d. All invoices must include a statement certifying that the invoice represents complete and accurate expenditures, disbursements and cash receipts for the purpose and objectives set forth in the terms and conditions of the subaward. This statement must be signed by the organization's representative.

e. Final payment request must be received within 60 days of the end of the period of performance.

f. Final payment will be made upon completion of all project activities to the satisfaction of NASTAD, acceptance of a final narrative report, final payment request and other required deliverables.

4.02 ADVANCE PAYMENT AND REFUNDS:

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4.03 REIMBURSEMENT:
This is a cost-reimbursable award. Subject to other limitations defined in this Agreement, the maximum actual amount of the award is limited to the total amount of allowable costs incurred by the Subrecipient. See section 4.09 hereto, "Allowable Costs." Notwithstanding any other term of this award, NASTAD reserves the right, at any time, to 1) withhold or offset payments to, or 2) require refund by the Subrecipient of any amount that the Subrecipient did not spend according to the terms and conditions of this award or that are otherwise determined by NASTAD to be unallowable. NASTAD retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between NASTAD and the Subrecipient.

4.04 ESTIMATED AND OBLIGATED AMOUNTS:

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4.05 BUDGET:
The approved award budget is the financial expression of the Subrecipient's program as approved during the award process. The approved budget amount for this Agreement is as follows: $200,000 (See

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Attachment "C" – Budget"). NASTAD will pay the cost of travel (airfare, lodging and meals at per diem, ground transportation), mail, long distance telephone and reproduction per the amounts approved in the subaward budget.

4.06 REVISION OF BUDGET:
Revision of this budget is subject to the prior approval requirements set forth in section 2.08 hereto, "Amendment." No other NASTAD approval is required for changes to the budget below 10% of the total budget amount.

4.07 ACCOUNTING, AUDIT AND RECORDS:

a. Records and Accounting.

(1) The Subrecipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by NASTAD, the Subrecipient records and sub-recipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

(2) Documentation for each expenditure or action affecting the award must reflect appropriate Subrecipient's organizational approvals that must be made in advance of the action. Organizational approvals are intended to help ensure that expenditures are allowable, necessary, and reasonable for the conduct of the project, and that the proposed action:

- is consistent with the terms and conditions;
- is consistent with the Subrecipient's written and established policies;
- represents effective use of grant resources; and
- does not constitute a significant project change.

(3) Guidelines for maintenance of records are as follows:

- original documentation (receipts, vouchers, invoices, time sheets, etc.) substantiating all expenditures shall be **retained by the Subrecipient** and made available to NASTAD upon request;
- each expense must be documented by a supporting receipt or voucher;
- each receipt or voucher must be recorded in a financial ledger by date, control number, payee, identifying memo and applicable line item in the approved budget;
- each expense must be segregated by award in the financial ledger

b. Audits.

(1) An organization **that expends $1,000,000** or more in a fiscal year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200 Subpart F. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to NASTAD. In accordance with 2 CFR 200.331(f-h) (45 CFR 75.352(f-h)), NASTAD is responsible for resolving audit findings regarding costs under this agreement.

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx

AND

Office of Grant Services & Grants Office, Risk Management & Compliance Activity

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Electronic Copy to: PGO.Audit.Resolution@cdc.gov (Office of Grant Services & Grants Office, Risk Management & Compliance Activity)

After receipt of the audit report, the National External Audit Review Center will provide audit resolution instructions. CDC will resolve findings by issuing Final Determination Letters.

Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

(2) When the costs of any audit contracted by the Subrecipient have been approved and are included in this agreement budget, whether as direct or indirect costs, the following shall apply.

- The audit report must be submitted to NASTAD within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.
- NASTAD will review this report to determine whether it complies with the audit requirements of this award. NASTAD will only pay for the cost of audits conducted in accordance with the terms of this award.
- In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, NASTAD will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(3) The Subrecipient must make records pertaining to this award available for review by NASTAD or its designees upon request.

(4) NASTAD retains the right to conduct an annual monitoring and financial review, require an audit, or otherwise ensure adequate accountability of the organization's expending NASTAD funds, regardless of the audit requirement.

c. Subawards and Contracts.

(1) If the Subrecipient provides NASTAD resources to other organizations to carry out the NASTAD-financed program and activities, the Subrecipient is responsible for monitoring such Subrecipient or Contractor. The costs of Subrecipient audits may be allowable, but only with the prior approval of NASTAD with respect to scope, reports, and cost of audit.

(2) Audit costs of lower-tier Subrecipients, if any, may be allowable, but only with the prior written approval of NASTAD.

4.08 ALLOWABLE USE OF FUNDS:

The Subrecipient represents that use of award funds will at all times be wholly consistent with the approved budget and the purposes outlined in this agreement and that no funds will be used for lobbying, political activity, private benefit or in any way inconsistent with NASTAD's purposes and legal duties as a US tax-exempt organization. Any use of funds inconsistent with these purposes or NASTAD's tax-exempt purposes or duties may result in NASTAD's delay or termination of further disbursements of award funds.

Subrecipient has the right during the term of the Award to receive grants and funds from others for any purpose. By doing so, Subrecipient does not violate any of the terms or conditions of this agreement. However, if Subrecipient receives "duplicative funding" for the proposed work, Subrecipient will return such funds to NASTAD within sixty (60) days from the date of notice by a third party that Subrecipient will receive "duplicative funding". For the purposes of this Award, "duplicative funding" means financial support for essentially equivalent work proposed in the Proposal and the Statement of Work before or during the term of this Award.

4.09 ALLOWABLE COSTS:

a. The Subrecipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award.

b. It is the Subrecipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are

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(1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business;
(2) allocable: incurred specifically for this award; and
(3) allowable: conform to any limitations in this award.

c. The Subrecipient must obtain any prior written approvals from NASTAD that are required by the applicable cost principles. The Subrecipient may obtain NASTAD's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. NASTAD reserves the right to make a final determination on the allowability of costs.

d. NASTAD will not pay any profit or fee to the Subrecipient or recipients of a grant or cooperative agreement.

e. The Subrecipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with section 4.07 hereto, "Accounting, Audit, and Records."

f. This section 4.09, Allowable Costs, must be incorporated into all subagreements, including subawards and contracts, which are paid on a cost reimbursement basis.

4.10 UNALLOWABLE COSTS:

Award funds cannot be used for:

- Prescription drugs or any prescription drug or medication costs (copays, coinsurance, deductibles)
- Medical expenses (Including doctor's visits and diagnostic lab expenses)
- Coverage of existing deficits of the Subrecipient
- Research activities
- Lobbying activities
- Direct payments to persons with HIV, healthcare providers, or physician group practices.
- Activities prior to the start of the grant award period and activities that extend re-linkage to the first medical appointment
- Activities that directly advance pharmaceutical manufacturer's business interests. You may reach out to NASTAD for more information on what activities are considered to directly advance pharmaceutical manufacturers' business.
- No portion of the award will be given to organizations that discriminate on basis of color, gender, religion, disability, sexual orientation, gender identity, or expressions.

Subrecipient has the right during the Term to receive grants and funds from others for any purpose. However, if the Grantee receives "duplicative funding" to this program, then subrecipient must alert NASTAD immediately and possibly return funds. Duplicative funding means any financial support for essentially equivalent work.

4.11 INDIRECT COSTS:

a. Indirect Costs under this Cooperative Agreement award are not claimed ($-0-)

b. A Negotiated Indirect Costs Rate Agreement (NICRA) change will not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

c. Subrecipients who do not have a current negotiated indirect rate may choose to use a **de minimis rate of 15%** to be applied towards modified total direct costs. However, if you claim rent, utilities, janitorial services, etc. as a direct costs, they may not also be claimed as a part of the 15% de minimus or federally approved indirect rate.

4.12 COST SHARE:

No cost sharing is required or anticipated under this Agreement.

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4.13 PROGRAM INCOME:
No program income is anticipated under this Agreement. Subrecipient must notify NASTAD in the event that program income may be earned under this Agreement, and NASTAD will amend this Agreement to incorporate appropriate instructions for accounting for such income.

SECTION 5 – Reporting Provisions
NOTE: FUNDS WILL NOT BE RELEASED UNLESS REPORTING IS CURRENT. (See Section 4.01.c.)

5.01 WORKPLAN:
The approved workplan is included as Attachment "B".

5.02 PROGRAM REPORTING AND EVALUATION:
a. Reports shall be submitted to NASTAD through **relink@nastad.org**

b. Financial Report headers and subject lines should include:
- The report title;
- The name of the Subrecipient / agreement number;
- The reporting period and date submitted.
- Submit Financial Reports to relink@nastad.org

c. Performance Reports:

Reports summarizing progress toward project goals will be submitted to NASTAD as follows:

(1) Submit quarterly data reports in required NASTAD reporting format in **REDCap**.

(2) Submit **monthly** financial invoices and backup documentation. Financial reports are due 30 days after the end of each month for which an invoice is being submitted.

Section 6 begins on the next page.

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SECTION 6 – Certifications and Assurances

The Award is not provided, directly or indirectly, as an inducement or reward for the prescription, recommendation, purchase supply, sale, administration, formulary placement, or use of any Gilead products or to promote Gilead's products. Further, the parties acknowledge and agree that Subrecipient is not required to purchase, order, or recommend to any individuals any products manufactured or available through Gilead Sciences.

The Subrecipient agrees that it is under an obligation to comply with the standard terms and conditions of this grant agreement issued for its project, cost, and activities approved by NASTAD.

Lower-tier Subrecipients:
The Subrecipient itself is ultimately responsible for compliance with these certifications and assurances even though the project may be carried out whole or in part by one or more lower-tier subrecipients. Thus, if lower-tier subrecipients will be participating in the project, when the Subrecipient agrees to the certifications and assurances at the time of this signing, the Subrecipient is also signifying that it will be responsible for compliance both by itself and by each of its lower-tier subrecipients with the provisions of the certifications and assurances herein. Thus, in agreeing to the certifications and assurances that necessarily involve the compliance of any prospective lower-tier subrecipients, NASTAD strongly recommends that the Subrecipient take the appropriate measures, including but not limited to obtaining sufficient documentation from each lower-tier subrecipient, to assure the validity of the Subrecipient's certifications and assurances to NASTAD.

The Subrecipient agrees to the following certifications and assurances:

Authorized Representative:
A copy of the Subrecipient organization's governing body's authorization for the signer to sign this application as the official representative must be on file in the Subrecipient's office.

Debarment and Suspension:
Subrecipient must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, Title 2 CFR, Chapter 32, and Part 3254. There are circumstances under which NASTAD may receive information concerning the Subrecipient's fitness to carry out a project and administer awarded funds--for instance:

- Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
- Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; or
- Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, NASTAD may need to act quickly to protect the interest of itself and its Prime Funder by suspending funding while we undertake an investigation of the specific facts. NASTAD may coordinate our suspension actions with the Prime Funder that may have an interest in our findings. A suspension may result in your debarment from receiving funding.

Assurance:
Specifically, the Subrecipient assures that it has fulfilled or will fulfill the obligations imposed by NASTAD throughout this grant agreement as shown below.

The Age Discrimination Act of 1975:
Provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C. 6101 et seq.)

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The Drug-Free Workplace Act:
Requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

Fair Labor Standards Act:
States that all professional performers and related or supporting personnel employed on projects or productions which are financed in whole or in part under the grant shall receive not less than the minimum compensation as determined by the Secretary of Labor.

No part of any project or production which is financed in whole or in part under the grant agreement will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production.

Title VI of the Civil Rights Act of 1964, as amended, provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. Title VI also extends protection to persons with limited English proficiency.

Certification Regarding Lobbying
Lobbying activities must always be compliant with applicable laws and regulations and may not be made with the intent to improperly influence the decision of a person or group of people to purchase, prescribe, use or recommend any Gilead product, or to improperly provide any favorable treatment to Gilead.

Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern:
Pursuant to F.S. 286.101, as may be amended, by entering into this agreement or performing any work in furtherance thereof, NASTAD 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.

Human Trafficking Affidavit

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

End of Agreement.

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Attachment "A"
Statement of Work

I. Background

Despite significant advancements in HIV prevention and treatment, many individuals diagnosed with HIV remain disengaged from care. Fragmented systems, data silos, and structural barriers continue to limit timely re- engagement. Health departments are critical to this effort due to their data and implementation capacities, which allow them to identify out-of-care populations and coordinate statewide responses. Community-based organizations are critical to engaging the most at-risk populations affected by HIV because, unlike their health department counterparts, they are embedded in, and directly engaged with, the communities they serve.

The United States has a clear national strategy, the Ending the HIV Epidemic (EHE) initiative, but its success is stalled by a critical obstacle: the "leak" in the care continuum. One of the most important challenges to achieving national EHE goals is the failure to retain individuals in care, which directly impacts viral suppression and accounts for the vast majority of new transmissions.

The Ryan White HIV/AIDS Program (RWHAP) is the cornerstone of the nation's response, providing a critical safety net for over half a million people with HIV[1]. Its success is undeniable as evidenced by its viral suppression rate of 90.6%, which far exceeds the national average; RWHAP is able to do this by providing comprehensive "wrap- around" services like case management and other core medical services. However, the RWHAP's structure is optimized to serve those who are already connected to care. Significant limitations remain in its capacity to conduct the specialized, intensive work of finding and re-engaging individuals who have been completely lost to the system.

The Relink HIV Pathways to Care project's primary goal is increasing re-engagement into HIV care for persons who are out of care across the United States. The project also aims to improve health outcomes for persons with HIV as measured by the HIV care continuum measures of diagnosis by improving linkage to care, retention in care, and achieving viral suppression. It will accomplish these goals by meeting the following objectives:

- **Objective 1.** Creating and implementing an intensive HIV re-engagement in care service delivery model with up to fifteen organizations in the United States. The process of design and implementation will leverage the strengths and knowledge of public health departments, HIV healthcare providers, government-funded programs providing healthcare coverage, and persons with HIV to create the program.

- **Objective 2.** Evaluate the effectiveness of the Relink HIV Pathways to Care program model and the impact on re-engagement in care and HIV health outcomes in the participating jurisdictions. This evaluation will be used to identify re-engagement activities that worked the most effectively, which can then be disseminated to and replicated by other organizations and communities in the United States.

- **Objective 3.** Disseminate findings and best practices from the Relink HIV Pathways to Care project through multiple methods so the knowledge gained from the project can be utilized by organizations and communities across the United States to improve HIV care outcomes in their jurisdictions.

III. Project Scope of Work

The project period of Relink HIV Pathways To Care is July 1, 2026 to June 30, 2027. This contract can be renewed for an additional year through June 30, 2028, based on subrecipient performance and adherence to NASTAD fiscal and administrative policies and completion of annual required desktop monitoring activities.

The subrecipient will perform the following re-engagement in care activities:

1. Develop and implement a two-year strategic plan to identify and re-engage out-of-care persons with HIV.

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2. Develop a baseline Year 1 and a baseline Year 2 Not-In-Care List for persons with HIV in their jurisdiction for NASTAD to measure the success of the program.
    a. Each baseline Not-In-Care List for the subrecipient will include at least 4,560 unduplicated persons.
3. Conduct re-engagement in care activities to re-engage clients identified in the Not-In-Care List in HIV care.
4. Re-engage into HIV care 25% of persons identified in the Not-In-Care List.
    a. Inclusion criteria for a Not-In-Care List are:
        i. Missing viral load lab results
        ii. Missed medical provider appointment
        iii. Missed prescription drug fills/dispenses
        iv. Losing eligibility for healthcare coverage
5. Set up medical appointments for HIV treatment within five calendar days after making contact with a client that is disengaged from HIV care.
6. Conduct enrollment in healthcare coverage and complete applications for programs providing healthcare coverage (including but not limited to the Ryan White HIV/AIDS Program and AIDS Drug Assistance Program) within five calendar days after making contact with a client that is disengaged from HIV care. If healthcare coverage is unavailable, provide assistance to clients with enrolling in pharmaceutical manufacturer patient assistance programs or other medication assistance programs.
7. Maintain staffing levels to operate under an intensive re-engagement to care framework including:
    - Conducting outreach in the form of phone calls, text messages, email, social media, and in- person visits, and home visits.
    - Staff must be able to travel physically to meet potential clients to re-engage in care
    - Staff must be able to provide warm referrals to HIV medical services and healthcare coverage appointments.
    - Staff must be able to identify and coordinate other services needed by the client to re-engage in care and provide access to those services or warm referrals to those services. Examples of these services might include but are not limited to transportation, housing, or food.
8. Provide staffing for general operations of the project:
    a. Provide the equivalent of 1.0 staff who have the responsibility of conducting re-engagement to HIV care activities directly with persons with HIV.
    b. Provide staffing necessary to fulfill the data collection and reporting requirements of the Relink HIV grant. Variable percentages of FTEs are acceptable but estimated to be approximately 0.10 FTE.
    c. Provide staffing necessary to effectively manage the Relink HIV program. Variable percentages of FTEs are acceptable but estimated to be approximately 0.05 FTE.
9. Provide depersonalized data quarterly to NASTAD. NASTAD will maintain the confidentiality of this data and not use or publish data without permission. The data elements are included in the Attachment Relink HIV Data Reporting Template. This data will be used to evaluate the effectiveness of the program locally and nationally.
10. Strengthen re-engagement in care infrastructure and cross-system coordination between local partners supporting re-engagement in care.
11. Conduct dissemination activities as approved by NASTAD, which can include one or more of the following: writing an article published in an academic journal, presenting a poster at a national HIV conference, or presenting findings in an oral session or workshop at a national conference.
12. Follow and implement the activities Work Plan for Relink HIV Pathways To Care in Appendix B.
13. Follow and adhere to the service delivery model described in the application project narrative in Appendix C.
14. Maintain compliance with fiscal and administrative policies and complete annual required desktop monitoring activities with NASTAD.
15. Develop a sustainability plan outlining how activities will continue post-funding.

IV. Deliverables

The subrecipient will:

1. Participate in 60-minute monthly calls with NASTAD beginning July 2026.
2. Participate in NASTAD Relink HIV Pathways To Care Data Reporting Training by October 1, 2026.
3. Participate in NASTAD led learning collaboratives to share best practices and foster peer learning.
4. Provide a fully executed Data Use Agreement between the subrecipient and NASTAD to share required Relink HIV reporting data with NASTAD.
    a. The Data Use Agreement must be fully executed and submitted to NASTAD no later than October 1, 2026.
    b. If this is not completed by the deadline, NASTAD may choose to terminate the grant award to the subrecipient.
5. Submit a baseline Not-In-Care List to NASTAD prior to the start of outreach and re-engagement activities by August 31, 2026 for Year 1 and June 30, 2027 for Year 2.
6. Submit to NASTAD candidates for participants in the Relink HIV Advisory Board by July 31, 2026.
7. Submit quarterly performance reports demonstrating progress on key metrics. Quarterly reports will include narrative and data reporting in templates provided by NASTAD in Appendix D and E. Quarterly reports are due annually on October 31, January 31, April 30, and July 31.
8. Submit monthly invoices billing NASTAD for costs incurred. Invoices are due within 30 days of the end of a monthly billing period. Invoices should include:
    a. NASTAD Invoice Form (Provided in Appendix F)
    b. Budget to Actuals Report
    c. General Ledger Report
    d. Source Documents
9. Conduct dissemination activity as outlined in Appendix B Work Plan no later than June 30, 2028.
10. Submit abstracts, journal articles, posters, or presentations at national conferences to NASTAD for review at least 30 days prior to submitting materials to the journal or event organizer.
11. Submit a sustainability plan due April 30, 2028.

V. Budget

The subrecipient must adhere to the budget executed as part of this contract in Appendix F. If the subrecipient needs to make changes to the budget, they should reach out to their assigned NASTAD project officer for approval of changes within line items and for contract amendments if funds have to be moved between line items in the budget.

Allowable costs include:

1. Personnel (Salaries)
2. Fringe Benefits (Employee Related Expenses) – Costs like FICA, healthcare benefits, retirement benefits, unemployment, etc.
3. Travel (for staff allocated to Relink HIV Pathways to Care project budget)
4. Client Transportation Costs
5. Database and/or IT-related expenses *(note- NASTAD will provide a REDCap database for this project at no cost, but applicants may elect to use their own systems or seek support for their own systems insofar as they are utilized to work on Relink HIV Pathways to Care activities)*
6. Supplies for clients related to re-engagement in care. Examples could include but are not limited to bus passes, condoms, and incentives.
7. Office space, rent, utilities, janitorial, and other allocable costs where applicant has an allocation methodology to directly allocate expenses to Relink HIV Pathways to Care grant.
8. Contractual expenses (if awarded organization plans to contract with another organization to help complete Relink HIV Pathways to Care activities, must be specified in application)
9. Administrative Costs (maximum 15% de minimis or federally approved indirect rate if applicable). Please ensure that if you claim rent, utilities, janitorial services, etc. as a direct cost, they may not also be claimed as a part of your 15% de minimis or federally approved indirect rate.
10. If you have other expenses not included here required to perform the Relink HIV Pathways To Care project, reach out to your assigned NASTAD project officer for approval.

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VI. Unallowable Costs

These costs below are disallowed through this funding:

1. Prescription drugs or any prescription drug or medication costs (copays, coinsurance, deductibles)
2. Medical expenses (including doctor's visits and diagnostic lab expenses)
3. Research activities
4. Lobbying activities
5. Direct payments to persons with HIV
6. Activities prior to the start of the grant period
7. Activities that **directly** advance pharmaceutical manufacturers' business interests. *Reach out to relink@nastad.org for more information on what activities are considered to directly advance pharmaceutical manufacturers' business.*

VII. Contact Information

For questions about the contract, please reach out to the assigned NASTAD project officer for Relink HIV Pathways To Care. The NASTAD project officer is the primary point of contact for programmatic, fiscal, data, and reporting questions. The project officer can be reached at *relink@nastad.org.*

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Attachment "B"
Work Plan

Goal One: Design and implement an intensive HIV re-engagement in care service delivery model, leveraging public health agencies, HIV providers, the Ryan White HIV/AIDS Program, and people with HIV to improve identification, outreach, and re-engagement of individuals out of care.			
Objectives	**Action Steps/Measurable Activities**	**Person(s) Responsible**	**Date To Complete By**
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Locate clients using the Lexis Nexis public records database and meet clients where there are in the community through face-to-face encounters**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Schedule clients' first medical appointment within 24 hours of contact at brick-and-mortar locations or accessible mobile health clinics**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)		**HIVES subrecipient agencies**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027

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			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Upon completion of first medical appointment and scheduling of second medical appointment, client receives $25 grocery voucher**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)	**Client is referred to Tele-adherence Counselor**		**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Upon completion of second medical appointment and scheduling of third medical appointment, client receives $25 grocery voucher**	**Tele-adherence Counselor**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)	**Client is referred to additional supportive services as needed (e.g., housing, vocational rehabilitation, transportation)**		**Q2: November 30, 2026**
			Q3: February 28, 2027

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			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Upon completion of third medical appointment within 90 or more days, client receives $50 grocery voucher**	**Relink Coordinator**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Track viral suppression rate over grant year period with rapid reengagement intervention as necessary**	**Tele-adherence Counselor**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028

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Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Engage dis-enrolled ADAP clients via community-based health care navigators at brick-and-mortar locations (community centers, libraries, health centers, social service centers)**	**HIVES subrecipient agencies**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Engage dis-enrolled ADAP clients in underserved areas via mobile health clinics to promote health insurance guidance and linkage to care in conjunction with CORE Team rapid reengagement efforts**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)		**HIVES subrecipient agencies**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Navigate a pathway to a preferred medications (Biktarvy, Descovy) using a variety of resources and screening tools provided by health care navigator/case manager guidance**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
		HIVES subrecipient agencies	**Q3: February 28, 2027**
			Q4: May 31, 2027
Refer out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use	**Refer a minimum of 60 clients to one or more supportive services: healthcare and housing (H2O) initiative, tele-adherence counseling (HOPE App)**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**

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disorder, and/or chronic housing instability)			
(7-8 per quarter; 60 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Refer out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track viral suppression rate over grant year period with intense case management as necessary**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(7-8 per quarter; 60 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028

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Goal Two: Evaluate the effectiveness of the re-engagement model on re-engagement in care and HIV health outcomes, identifying the strategies and activities that are most effective and replicable across jurisdictions.			
Objectives	**Action Steps/Measurable Activities**	**Person(s) Responsible**	**Date To Complete By**
100% rate of reengagement of clients identified by the data to care list for 2025.	**Tracking the amount of clients served for grant period**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)		**FDOH Counterparts**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% rate of reengagement of clients identified by the data to care list for 2025.	**Track the number of gift cards distributed by medical appointment completion**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)	**Track early engagement and retention over a longitudinal period (90 or more days)**	**Tele-adherence Counselor**	**Q2: November 30, 2026**
		Relink Coordinator	**Q3: February 28, 2027**
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028

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100% rate of reengagement of clients identified by the data to care list for 2025.	**Track improvement and maintenance of viral load suppression data over the grant period**	**HIVES Administrative Staff**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Track the number of clients enrolled in health care premium assistance through partner agencies at target locations**	**HIVES subrecipient agencies**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Track the number of dis-enrolled ADAP clients who utilized mobile services to connect to health coverage and/or medication adherence**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)		**HIVES subrecipient agencies**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027

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			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track the number of clients that were enrolled in tele-adherence counseling (Hope App)**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(15 per quarter; 120 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track the number of clients that were enrolled in healthcare and housing (H2O)**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(7-8 per quarter; 60 Total)			**Q2: November 30, 2026**

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			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track quality of referral process to support services through client testimonials and/or TAC counselor progress notes**	**Tele-adherence Counselor**	**Q1: August 31, 2026**
(7-8 per quarter; 60 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track improvement and maintenance of viral load suppression data over the grant period**	**HIVES Administrative Staff**	**Q1: August 31, 2026**

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(7-8 per quarter; 60 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Goal Three: Disseminate findings and best practices from the Relink HIV project through multiple methods to support adoption and replication by HIV programs and communities nationwide.			
Objectives	**Action Steps/Measurable Activities**	**Person(s) Responsible**	**Date To Complete By**
National Conferences	**Submit abstract/poster; present**	**HIVES Administrative Staff**	**Q4: May 31, 2027**
(1 abstract/poster submitted; 1 presentation)		**Relink Coordinator**	**Q8: May 31, 2028**

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Attachment "C"
Budget

See Next Page

Personnel (Salaries)

Name	Title	Justification *(describe role and job duties related to project)*	Salary	Full Time Equivalency	Amount Requested
To Be Assigned	Relink Coordinator	Responsible for managing the Relink HIV program, including fulfilling data collection and reporting requirements.	$ 58,445.92	15%	$ 8,766.89
Tess Clemones	Tele-Adherence Counselor	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV using syndemic strategies to address housing, behavioral health, and substance use disorder barriers.	$ 63,679.20	50%	$ 31,839.60
Julian Betancourt	CORE Case Manager	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV through Data to Care strategy	$ 57,888.50	25%	$ 14,472.13
Remus Emile	CORE Case Manager	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV through Data to Care strategy	$ 57,888.50	25%	$ 14,472.13
				Personnel Subtotal:	$ 69,551.00

Fringe Benefits (Employee Related Expenses)

	Benefits Rate Percentage	Justification *(describe fringe benefits included in calculation of fringe benefits rate)*		
Fringe Benefits Rate for Staff:	40%	Insurance (19.00%); Social Security (6.02%); Retirement (8.51%); Medicare (1.45%); Others - Disability, Unemployment, Life Insurance, and Supp. Ret (5.00%)	*Fringe Benefits Subtotal:*	$ 27,932.00

Travel

Line Item	Justification *(describe travel requested and connection to project. Includes mileage but not costs of paying for client transportation)*	Amount Requested		
National/Regional Conference	Long-Distance Travel for two staff to present project at national and/or regional conferences to support dissemination of data as required by Relink Grant. Airfare + Baggage: $400; lodging $220/night x 4 nights, parking $15/day x 4 days, per diem $40/day x 4 days, ground transportation (taxi/ride share/train) $75	$ 3,150.00		
County Fleet Services	Rental cost of 1 fleet vehicle plus gas to locate not in care clients (~$400 per month x 12)	$ 4,800.00	*Travel Subtotal:*	$ 7,950.00

Equipment

Line Item	Justification *(describe equipment requested and connection to project.*	Amount Requested		
			Equipment Subtotal:	$ -

Supplies

Line Item	Justification *(describe supplies requested and connection to project.*	Amount Requested		
			Supplies Subtotal:	$ -

Professional and Outside Services

Line Item	Justification *(describe professional and outside services requested and connection to project. Provide particularly detailed information if key parts of re-engagement in care activities are being contracted to a subcontractor)*	Amount Requested		
Warm Health Technology HOPE App	Warm Health Technology provides the HOPE App platform used for tele-adherence counseling. This is the cost of additional upgrades that will include behavioral health and substance use disorder support. Addressing co-occurring disorders to improve linkage and retention rates.	$ 60,000.00		
			Professional & Outside Services Subtotal:	$ 60,000.00

Other Operating Expenses

Line Item	Justification *(describe other operating expenses requested and connection to project.)*	Amount Requested		
Lexis Nexis People Search Database	Database will use public records to assist in locating 2,125 out-of-care clients. ($350-$600/month subscription x 12 months)	$ 6,567.00		
Incentive Grocery Voucher	Grocery vouchers provided as an incentive for reengagement. Clients will receive a $25 gift card after their initial clinical appointment, a $25 gift card after their first follow-up clinical appointment, and a $50 gift card after a second follow-up clinical appointment at least 3 months following their initial appointment. ($100 max per client x 280 clients)	$ 28,000.00		
		-	*Other Operating Expenses Subtotal:*	$ 34,567.00

Administrative Costs

	Rate Percentage	Justification *(describe administrative costs and rate calculation)*		
Indirect Rate or de minimis rate	0%		*Administrative Costs Subtotal:*	$ -

Budget Summary	
Personnel	$ 69,551.00
Fringe Benefits	$ 27,932.00
Travel	$ 7,950.00
Equipment	$ -
Supplies	$ -
Professional and Outside Services	$ 60,000.00
Other Operating Expenses	$ 34,567.00
Administrative Costs	$ -
Total:	$ 200,000.00

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Attachment "D"
HIV Data Report

See Attached Separate File

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Attachment "E"
Non-Governmental Entity
Human Trafficking Affidavit
Section 787.06(13) Florida
Statues

CONTRACT EXHIBIT E

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 _____ (ENTITY) and attest that ENTITY 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.

☐ online notarization this,

_____ _____
(signature of officer or representative) (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or
_____ day of _____ _____, by _____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

_____
NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)

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NASTAD

Data Use Agreement

Docusign Envelope ID: 121EE1D0-855F-8DA0-8142-EFAE8CC24837

NASTAD

DATA USE AGREEMENT

Data Recipient Institution Name:	Palm Beach County Community Services Department
Data Recipient Contact:	Dr. Casey Messer, Program Manager 561-355-4730 cmesser@pbc.gov
Term of Agreement:	June 1, 2026 – May 31, 2028

This Data Use Agreement (the "DUA") is entered into by and between the **National Alliance of State and Territorial AIDS Directors (NASTAD)**, a not-for-profit organization with its principal office at 444 North Capitol Street, NW, Suite 339, Washington, DC 20001 ("NASTAD"), and **Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners,** with its principal office at **301 N. Olive Ave, West Palm Beach, FL 33409** ("Receipient")

Effective Date: 07/01/2026

Term of Agreement: From 07/01/2026 through 6/30/2026, unless earlier terminated in accordance with this Agreement.

RECITALS

WHEREAS, NASTAD is implementing *Pathways to Care: A ReLink HIV Initiative* (the "Relink HIV Project"), supported by Gilead Sciences, to strengthen systems for re-engaging people with HIV who are out of care;

WHEREAS, Recipient has been awarded funding under the Relink HIV Project and will collect and submit data to NASTAD for program monitoring, evaluation, and dissemination of aggregate findings;

WHEREAS, the Parties desire to establish terms governing the disclosure, use, protection, and transmission of de-identified or limited data sets in compliance with applicable federal and state laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

NOW, THEREFORE, the Parties agree as follows:

1. Scope and Purpose

1.1 Purpose

Recipient will submit data to NASTAD solely for the purposes of program implementation support, performance monitoring, evaluation, quality improvement, and dissemination of aggregate, non-identifiable findings related to the Relink HIV Project. Data will not be used for research involving human subjects, nor for any purpose outside the scope of the Relink HIV Project without prior written approval from NASTAD

1.2 Description of the Dataset

The data provided by Recipient to NASTAD (the "Dataset") may include de-identified or limited data elements, collected in the course of Relink HIV Project activities, including but not limited to:

Demographic and Program Enrollment Indicators

- Language spoken

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- Ryan White Part A enrollment status
- Ryan White Part B enrollment status
- AIDS Drug Assistance Program (ADAP) enrollment status

Clinical Status Indicators

- Viral suppression status
- Last reported viral load value (if applicable)
- Date of last reported laboratory result
- Patient deceased indicator (yes/no)
- Patient determined to be out of state indicator (yes/no)

Outreach and Contact Attempts (Initial and Rescheduled Appointments)

For each outreach phase (initial outreach, first rescheduled appointment, second rescheduled appointment):

- Contact attempt number (Attempts #1–#3)
- Type of contact attempt (e.g., phone, text, field visit)
- Date(s) of contact attempt(s)
- Outcome of contact attempts
- Do not contact response indicator
- Unable to contact indicator

Relink Engagement Outcomes

- Contacted but did not enroll in Relink HIV
- Contacted and enrolled in Relink HIV
- Date of contact closeout
- Date of Relink HIV enrollment

Care Re-Engagement Milestones

- Date of HIV medical appointment
- Date of Ryan White eligibility appointment (if applicable)
- Attendance at HIV medical appointment (yes/no)
- Date attendance confirmed with HIV clinic
- Reason for non-attendance (if applicable)
- Ryan White enrollment status following re-engagement
- Date of Ryan White enrollment (if applicable)
- Reason for non-enrollment (if applicable)

The Dataset will not include direct personal identifiers, including but not limited to names, Social Security numbers, full addresses, dates of birth, or other information that could reasonably be used to identify an individual. If limited data elements are included, they will be handled in accordance with HIPAA and applicable state laws.

Palm Beach County Community Services Department, will share de-identified data with NASTAD following execution of the data use agreement and IRB approval as required. To de-identify data, we will generate a random date offset of +/-90 days for each patient in our dataset that will not be shared outside of **Palm Beach County Community Services Department** The **Palm Beach County Community Services Department** will use this offset to shift all dates in the dataset by a fixed amount in order to anonymize the data while preserving relationships between dates.

1.3 Transferring the Dataset

Recipient shall transmit the Dataset to NASTAD using secure, encrypted methods designated by NASTAD (e.g., REDCap or other secure data systems). NASTAD will not request, and Recipient shall not transmit, identifying information beyond what is explicitly required and approved.

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2. Recipient Obligations

2.1 Use

NASTAD shall use the Dataset for the purposes described in Section 1 above. Data shall be used solely by NASTAD. Recipient shall use the Dataset solely for carrying out Relink HIV Project activities and shall submit data to NASTAD only as required under the terms of the Relink HIV award. Recipient shall not use the Dataset for any other purpose without prior written authorization from Disclosing Party.

2.2 Confidential Information

"*Confidential Information*" means proprietary or sensitive information of any kind which is disclosed by one Party (the "Disclosing Party") to the other party (the "Receiving Party") related to the Research which (i) by appropriate marking is identified as proprietary or confidential at the time of disclosure; or (ii) if disclosed orally is identified in a marked writing within thirty (30) days as being confidential; *except for* information that: (a) is public knowledge at the time of disclosure or becomes public knowledge thereafter through no breach of this Agreement by the Receiving Party; (b) is disclosed to the Receiving Party by a third party permitted to disclose such information without known obligation of confidentiality; (c) is already known or is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (d) is released with the prior written consent of the Disclosing Party; or (e) is required by law, regulation, subpoena or government or judicial order to be disclosed.

2.3 Data Security and Protection

NASTAD shall implement appropriate technical and administrative safeguards to prevent the use or disclosure of the Dataset for purposes other than as provided for by this DUA.

2.4 Data Disclosure Prohibited

NASTAD agrees to retain control over the Dataset and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Dataset to any third party, without the prior written consent of NASTAD. **Palm Beach County Community Services Department** shall promptly report to NASTAD any use or disclosure of the Dataset that is not allowed for under this DUA of which it becomes aware.

2.5 Resulting Aggregate Datasets

NASTAD may develop aggregate datasets and analyses derived from the Dataset. Dissemination of findings may include reports, presentations, and publications that do not identify individuals or jurisdictions without explicit permission. Recipient will be acknowledged in dissemination materials as appropriate.

2.5 Dissemination of Findings

The Parties agree dissemination of project findings, by conference abstract submission, publication or otherwise is a valuable objective of the project. Joint publications are encouraged with authorship of such publications decided according to commonly accepted conventions for scientific publications.

2.6 Publication Access

Palm Beach County Community Services Department shall provide NASTAD access to, either electronically or in paper form, a copy of every publication of material based on or developed under this agreement.

2.7 Use of Name/Logos

Neither Party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

2.8 Liability

Each Party assumes all liability for damages which may arise from its transfer, use, reliance, storage, disclosure, or disposal of the Dataset. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

2.9 Term of DUA

The term of this DUA is **07/01/2026** through **06/30/2027.** On termination or expiration, NASTAD will cease to use any Data received under this DUA. Agreement to protect the Dataset shall survive termination of this DUA. In the event that NASTAD breaches this Agreement, the Disclosing Party, in its sole discretion, may: i) terminate this Agreement upon written notice to NASTAD; or ii) request that NASTAD to the satisfaction of Disclosing Party, take appropriate steps to cure such breach. If NASTAD fails to cure such breach to Disclosing Party's satisfaction in the time prescribed by NASTAD, Disclosing Party may terminate this DUA immediately, upon written notice to NASTAD.

2.10 Destruction of Dataset

Following the term of this DUA, NASTAD will destroy the Dataset upon request by the Disclosing Party and will cease to use any data under this DUA.

2.11 Notices

All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Palm Beach County	**If to NASTAD:**
Dr. Casey Messer	Auntré Hamp
Community Services Department	Senior Director, Public Health Systems
810 Datura Street	444 N. Capitol Street NW, Suite 339
West Palm Beach, FL 33401	Washington, DC 20001
cmesser@pbc.gov	ahamp@nastad.org

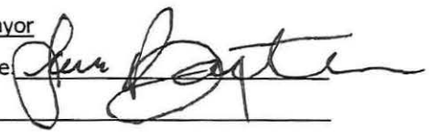
3. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this DUA as of the day and year written below.

For Palm Beach County

By: Sara Baxter

Title: Mayor

Signature: 

Date: _____

For NASTAD

By: _____

Title: _____

Signature: _____

Date: _____

Approved as to form and legal sufficiency

By: Signed by: Richard Sena

Assistant County Attorney

Approved as to terms and conditions

By: Signed by: James Green

Department Director

Attachment 3



This agreement defines the terms and conditions of an assistance award made by NASTAD to the Recipient. These terms and conditions are presented in multiple sections, as outlined below. All the contents of these sections constitute the entire agreement between the Parties.

The Sections:

SECTION 1 – Agreement
SECTION 2 – General Terms & Conditions
SECTION 3 – Program Description
SECTION 4 – Financial Provisions
SECTION 5 – Reporting Provisions
SECTION 6 – Certifications and Assurances
Attachment "A" - Statement of Work
Attachment "B" - Work Plan
Attachment "C" - Budget
Attachment "D" - HIV Data Report

SECTION 1 - Agreement

1.01 PARTIES:
The party giving this award is National Alliance of State and Territorial AIDS Directors, hereinafter referred to as "NASTAD"

The party receiving this award is Palm Beach County Community Services, EIN Number: XL2DNFMPCR44, hereinafter referred to as "Subrecipient."

1.02 Funding Supported By:
The funding for this award is from Gilead Sciences, Inc. (Prime Funder).

1.03 AWARD TYPE:
This award is a cost reimbursable grant. This award is made to the Subrecipient on condition that the award funds will be administered in accordance with the terms and conditions set forth in this agreement, including all Sections hereto. Subrecipient shall use the Award solely for the purpose of performance of the Proposal/Statement of Work, under the direction of the Subrecipient Lead, and in accordance with the Subaward budget. Subrecipient shall not use the Award funds for its institutional indirect costs (with the exception of what is approved in the Subaward budget), overhead, or general and administrative expenses.

1.04 AWARD PURPOSE:
The Relink HIV Initiative is a program to support the re-engagement of people with HIV (PWH) who have fallen out of care by strengthening HIV healthcare systems, HIV data systems, re-engagement in care activities, and cross sector collaboration across partners.

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1.05 PERIOD OF PERFORMANCE:
This Award covers a one-year program and has a period of performance with a **start date of July 1, 2026, and ending on June 30, 2027.** However, this award may be renewed for a second year contingent upon the successful completion of the prior year and the availability of funds.

1.06 AMOUNT OF AWARD: The total value of this award is **$200,000.**

1.07 AMOUNT OF COSTSHARE:
No cost sharing is required under this Subaward.

1.08 SUBSTANTIAL INVOLVEMENT:
This agreement requires substantial involvement by NASTAD in the implementation of the funded activities. Substantial involvement means that NASTAD retains the following:

- Approval of Workplans (see section 5.01, "Workplan")

1.09 NOTICES:
All notices pertaining to or required by this agreement shall be in writing, signed by an authorized representative, and may be delivered by hand, emailed as an attachment, telecopied, or sent by certified mail, addressed to the authorized representatives at the addresses shown below.

For **NASTAD**:
Auntre' Hamp
Sr. Director, Public Health Systems
444 North Capitol St, NW #339
Washington D.C. 20001
ahamp@nastad.org
(571) 895-7023

For **Palm Beach County Community Services:**
Dr. Casey Messer
HIV Elimination Services Program Manager
810 Datura Street
West Palm Beach, FL 33402-2109
(561) 355-3139
cmesser@pbc.gov

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1.10 ACCEPTANCE:
By their signatures below, the signatories accept the terms and conditions of this agreement on behalf of their respective parties and assert that they are authorized representatives of the parties with full authority to bind their party to the terms of this agreement and its certifications.

For Palm Beach County

By: Sara Baxter

Title: Mayor

Signature: Sara Baxter

Date: 9/8/26

For NASTAD

By: Boatemaa Ntiri-Reid

Title: Executive Director

Signature: Boatemaa Ntiri-Reid
Signed by: EC19B8893C20473...

Date: 10/13/2026

Approved and to Form and Legal Sufficiency

Signed by: Richard Sena

Assistant County Attorney

Approved as to Terms and Conditions

Signed by: James Green

Department Director

Section 2 begins on the next page.

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SECTION 2 - General Terms and Conditions

2.01 GOVERNING LAW:
This Agreement shall be construed and enforced in accordance with and governed by the laws of the District of Columbia notwithstanding the choice of law rules thereof.

2.02 APPLICABLE CODES AND REGULATIONS:
The Subrecipient shall comply with all laws, rules, procedures, and regulations concerning grants as they may relate to the administration of this program.

2.03 AVOIDANCE OF CONFLICT OF INTEREST

a. The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts and grants. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

b. If the Subrecipient has a parent, affiliate, or subsidiary organization, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. *Organizational conflicts of interest* means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

2.04 PREVENTING TERRORIST FINANCING:

a. The Subrecipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the Subrecipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx or the United Nations Security designation list - online at: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This Section 2.04 must be included in all subagreements, including contracts and subawards, issued under this award.

b. The Subrecipient must not engage in transactions with, or provide resources or support to, individuals and organizations that are suspended or debarred from work with the federal government.

c. The Subrecipient must document this review with time-stamped screenshots or equivalent against the above lists

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2.05 RESOLUTION OF CONFLICTS AMONG TERMS AND CONDITIONS OF THIS AGREEMENT:
Conflicts between any of the terms and conditions of this agreement shall be resolved by applying the following descending order of precedence:

Section 1 - Agreement;
Section 2 - General Terms and Conditions
Section 3 - Program Description;
Section 4 – Financial Provisions;

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Section 5 – Reporting Provisions;
Attachments (if any).

In the event that the Subrecipient identifies any conflict of terms and conditions, they are required to notify NASTAD of this conflict for resolution.

2.06 SUBRECIPIENT RESPONSIBILITIES

a. The Subrecipient is responsible for notifying NASTAD of any significant problems relating to the administrative or financial aspects of the award.

b. The Subrecipient has full responsibility for the management of the project or activity supported under the award and for adherence to the terms and conditions. Although the Subrecipient is encouraged to seek the advice and opinion of NASTAD on special problems that may arise, such advice does not diminish the Subrecipient's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to NASTAD.

c. The Subrecipient shall ensure that the principal investigator(s) or project director(s) receive a copy of this agreement and any subsequent amendments.

d. The Subrecipient shall ensure that appropriate Subrecipient officials are made aware of the terms and conditions of this agreement.

e. This Section 2.06 does not alter the Subrecipient's full responsibility for conduct of the project and compliance with all terms and conditions of this agreement.

2.07 CLOSEOUT OF AWARD

NASTAD will close out this award when it determines that all applicable administrative actions, all required work of the Agreement have been completed, and all deliverables have been submitted by the Subrecipient. The Subrecipient must address the following in order to successfully close out their subaward in good standing:

a. The Subrecipient must promptly pay all allowable costs.

b. The Subrecipient must reconcile all cost or expenditure discrepancies.

c. The Subrecipient must submit all financial, performance, and other reports by the due dates specified in Section 5 ("Reporting Provisions") of this Agreement.

d. The Subrecipient must promptly refund any balances of unobligated cash that NASTAD paid in advance or paid and that are not authorized to be retained by the Subrecipient for use in other projects.

e. The Subrecipient must fulfill its audit responsibilities as specified in paragraph b. of section 4.07 ("Accounting, Audit, and Records").

f. The Subrecipient must finalize provisional indirect cost rates, if applicable, as specified in section 4.10 ("Indirect Costs").

g. The Subrecipient must dispose of property acquired under this subaward in accordance with section 6A.06 ("Title To and Use of Property").

2.08 AMENDMENT:

a. This award may only be amended in writing, by formal amendment or letter, signed by NASTAD and an authorized official of the Subrecipient.

b. In addition to other approvals required in this award, the Subrecipient must receive prior written approval from NASTAD to:

   (1) Change the scope or the objectives of the program, and/or revise the total award amount or the period of the award (even if there is no associated budget revision requiring prior written approval);

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(2) Change key personnel, if specified in the award;

(3) Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award;

(4) Include, unless waived by NASTAD, costs that require prior approval in accordance with applicable cost principles as defined in section 4.09 hereto, "Allowable Costs"—see also section 6A.03, "Prior Approval Required";

(5) Transfer funds budgeted for participant support costs to other cost categories;

(6) Subaward, transfer, or contract out any work under this award, including fixed-amount subawards, if such subawards or contracts were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services;

(7) Change the approved cost-sharing provided by the Subrecipient if proposed; or if subparagraph 9 does not apply

(8) Increase the award amount in order to complete the project; or if subparagraph 9 applies

(9) Transfer funds among direct cost categories, as specified in 4.05 ("Budget"), in which the aggregate amount of transfers exceeds 10 percent of the total budget.

c. Prior Approval:

All requests which require prior approval must bear the signature of an authorized official of the business office of the Subrecipient organization as well as the principal investigator or program or project director named on this Agreement. The Subrecipient must submit these requests no later than 120 days prior to this budget period's end date.

Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Lift funding restrictions, withholding, or disallowance
- Redirection of funds in excess of 10% of the budget
- Change in scope
- Implement a new activity or enter into a subaward or contract that is not specified in the most recently approved budget
- Change in key personnel
- Extensions

d. Failure by the Subrecipient to obtain the approvals required above, or elsewhere in this award, may result in NASTAD disallowing such costs. NASTAD is under no obligation to reimburse the Subrecipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased, NASTAD will notify the Subrecipient of the increase and specify the new total obligated amount by written amendment to the award.

2.09 TERMINATION AND SUSPENSION:

a. NASTAD or the Subrecipient may terminate this award at any time for any reason, in whole or in part, upon 30 days' written notice to the other party in accordance with Section 1.11, "Notices." The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated.

b. In the event the Subrecipient commits a material breach of any of the terms of this Agreement, NASTAD reserves the right to terminate this award with 30 days written notice, in whole or in part, or take any other appropriate measures including, without limitation, recall or demand refund of any award amount which were expended without compliance with award terms and conditions, should such breach remain uncured within 30 days of receipt of the written notification..

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c. Termination Procedures. Upon receipt of, and in accordance with, a termination notice from NASTAD as specified above, the Subrecipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this section or as approved in writing by NASTAD, the Subrecipient is not entitled to costs incurred after the effective date of termination.

d. Within 30 calendar days after the effective date of such termination, the Subrecipient must repay to NASTAD all unexpended NASTAD funds as of the effective date of termination, which are not otherwise obligated by a non- cancelable legally binding transaction applicable to this award.

e. Should the funds paid by NASTAD to the Subrecipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the Subrecipient, the Subrecipient may submit to NASTAD within 60 calendar days after the effective date of a termination a written claim covering such Subrecipient obligations. NASTAD must determine the amount(s) to be paid by NASTAD to the Subrecipient under such claim in accordance with this section and Section 4.09 Allowable Costs.

f. The Subrecipient must, to the greatest extent possible, include a provision in all subagreements, including subawards and contracts, affording the Subrecipient the right to terminate the subagreement in the event NASTAD terminates this award, including the refund requirement in paragraph d.

g. This Section 2.09 must be included in all subagreements.

2.10 DISPUTES:

a. Any dispute under this award will be decided by NASTAD. NASTAD must furnish the Subrecipient a written copy of the decision.

b. Decisions of NASTAD are final.

c. Notwithstanding any other term of this award, subrecipients and contractors of the Subrecipient have no right to submit claims directly to NASTAD and NASTAD assumes no liability for any third-party claims against the Subrecipient.

d. Notwithstanding the above, nothing in this agreement shall be construed as a waiver, release, or relinquishment of either parties' rights to enforce this agreement in courts of competent jurisdiction under any legal or equitable remedies.

2.11 RELATIONSHIP OF THE PARTIES:

The Subrecipient acknowledges that it is an independent contractor and neither agent nor employee of NASTAD for the purposes of fulfilling this Agreement. All work shall be performed at the Subrecipient's own risk.

2.12 NO JOINT VENTURE:

This Agreement shall relate only to itself and to no other effort currently being undertaken by NASTAD or the Subrecipient jointly or separately. The parties are independent contractors with respect to each other. Nothing herein shall be deemed to create a joint venture, agency, or partnership between NASTAD and

Subrecipient, and the employees of one shall not be deemed to be employees of the other. Neither of the parties hereto shall have the power to obligate or bind the other in any manner whatsoever, except as specifically provided herein.

2.13 COMMUNICATION WITH THE PRIME FUNDER:

All contact, communication, and dealings with the Prime Funder and its agents and representatives by Subrecipient and any of its personnel, consultants, or subrecipients, *on matters subject to this Agreement,* shall be through or approved by NASTAD.

2.14 ASSIGNMENT:

This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party.

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2.15 NONLIABILITY:
Both parties will hold the other harmless, to the extent permitted by law, against all liability, including liability for attorney's fees and court costs, arising out of or in connection with the other party's performance of the duties under this Award. Nothing herein shall constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. This article shall survive termination or expiration of this agreement.

2.16 NON-COMPETE:
For a period of six months after this Agreement expires or is otherwise terminated, each party agrees not to hire or attempt to hire any employees of the other party assigned to the project or proposal, or to obtain the services of any employees of the other party, except by mutual consent in writing of the parties.

2.17 PUBLICITY:
No advertising or publicity having or containing any reference to NASTAD, or in which the name of NASTAD is mentioned, shall be used by Subrecipient without the written approval of NASTAD. Subrecipient shall not use NASTAD's logo or title block on any correspondence or written matter without the written approval of NASTAD.

2.18 PUBLIC DISCLOSURE BY NASTAD:
NASTAD may include information about this award in its periodic public reports and may make information about this award public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents. By accepting these award funds, Subrecipient agrees to such disclosure. Subrecipient may also include such information, in accordance with section 2.17 Publicity, hereto.

2.19 PUBLICATION FOR PROFESSIONAL AUDIENCES:
Any publications, articles or announcements resulting from the award must acknowledge the support of NASTAD and Gilead Sciences, Inc. and will include a disclaimer of official endorsement such as follows: "**This article was funded in part by a grant from Gilead Sciences, Inc. through NASTAD. Gilead Sciences, Inc. has had no input into the development or content of these materials. The opinions, findings and conclusions stated herein are those of the authors and do not necessarily reflect those of Gilead Sciences, Inc. or NASTAD**". The Subrecipient must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award.

2.20 NAME/TRADEMARK:
The Subrecipient will use NASTAD's name or marks only for activities authorized by NASTAD, in writing, and NASTAD will use the Subrecipient's name or marks only for activities authorized by the Subrecipient in writing. All other uses will be deemed infringement of the respective trademarks. Additional restriction on publications is found in Section 6 - Publications.

2.21 NONDISCLOSURE:
Neither party shall disclose any matters of a confidential nature relating to the other party to which it, its employees or other agents may be or become privy as a result of this Agreement, except to those individuals with a need to know to carry out the terms of this Agreement and that are directly participating in the activity funded by this grant. All information shall be deemed proprietary, unless it is provided by its owner specifically for disclosure to an entity other than the parties hereto. Upon the expiration or termination of this Agreement, each party shall surrender all such confidential material in its possession to the owner of the material or follow the owner's destruction directions.

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

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A. Keep and maintain public records required by the Subrecipient to perform services as provided under this agreement.

B. Upon request from the Subrecipient's Custodian of Public Records, provide the Subrecipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. NASTAD further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement, if NASTAD does not transfer the records to the public agency.

D. Upon completion of the agreement, NASTAD shall transfer, at no cost to the Subrecipient, all public records in possession of NASTAD unless notified by the Subrecipient's representative/liaison, on behalf of the Subrecipient's Custodian of Public Records, to keep and maintain public records required by the Subrecipient to perform the service. If the NASTAD transfers all public records to the Subrecipient upon completion of the agreement, NASTAD shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If NASTAD keeps and maintains public records upon completion of the agreement, NASTAD shall meet all applicable requirements for retaining public records. All records stored electronically by NASTAD must be provided to Subrecipient, upon request of the Subrecipient's Custodian of Public Records, in a format that is compatible with the information technology systems of Subrecipient, at no cost to the Subrecipient.

Failure of NASTAD to comply with the requirements of this article shall be a material breach of this agreement. Subrecipient shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. NASTAD acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

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

See also Section 2.23 Confidentiality of Information, below.

2.22 INTELLECTUAL PROPERTY:

Except as otherwise provided in the terms and conditions of this agreement, the author or the Subrecipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but NASTAD and the Prime Funder reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for non-commercial purposes. Note: This provision is amplified in Section 6 - Copyright Interests.

2.23 CONFIDENTIALITY OF INFORMATION

a. Confidential information, as used in this Section 2.23, means: (1) information or data of a personal nature about an individual such as SSN, driver's license, health data, etc., or (2) information or data submitted by or pertaining to an institution or organization such as bank account numbers and customer lists/data.

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b. In addition to the types of confidential information described in a (1) and a (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary invalidated findings could create erroneous conclusions which might threaten public health or safety if acted upon.

c. NASTAD and the Subrecipient may, by mutual consent, identify from time to time during the performance of the agreement specific information and/or categories of information which NASTAD will furnish to the Subrecipient or that the Subrecipient is expected to generate which is confidential. Such identification of information shall be valid only when made in writing and executed by both parties as an amendment to this agreement.

d. If it is established that information to be utilized under this award is subject to the US Privacy Act, the Subrecipient will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

e. Confidential information, as defined in a (1) and (2) above, shall be marked "CONFIDENTIAL" and not be disclosed without the prior written consent of the individual, institution or organization, except when the information is subject to conflicting or overlapping provisions in other Federal, State, or local laws, including Chapter 119, Florida Statutes

f. Written advance notice of at least 45 days will be provided to NASTAD of the Subrecipient's intent to release findings of studies or research, which have the possibility of adverse effects on the public, NASTAD, or the Prime Funder, as described in b above. If NASTAD does not pose any objections in writing within the 45-day period, the Subrecipient may proceed with disclosure.

g. Whenever the Subrecipient is uncertain with regard to the proper handling of material under this agreement, or if the material in question is confidential information subject to this Section 2.23, the Subrecipient shall obtain a written determination from NASTAD prior to any release, disclosure, dissemination, or publication.

2.24 DRUG-FREE WORKPLACE & PROHIBITED ARTICLES:
By acceptance of this award and any assistance (payment) hereunder, the Subrecipient certifies that the Subrecipient will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances, alcohol, firearms, tobacco products or pornographic material during performance of the award. Additionally, the Subrecipient must make a good-faith effort to maintain a drug-free workplace, and NASTAD reserves the right to terminate or suspend this award if the Subrecipient materially fails to do so, or if any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140,

2.25 NON-SOLICITATION OF EMPLOYEES:
Subrecipient shall not solicit for employment or hire NASTAD employees during the term of this Agreement and for six months thereafter.

2.26 SITE VISITS:
Subrecipient is responsible for managing and monitoring each project, program, sub-award, function or activity supported by the award. NASTAD and Prime Funder reserve the right to make site visits to review and evaluate Subrecipient records, accomplishments, organizational procedures, and financial control systems; to conduct interviews; and to provide technical assistance as necessary. Site visits will be made in the least disruptive manner possible.

2.27 WHOLE AGREEMENT:
This agreement in all its sections is the entire agreement among the parties pertaining to the subject matter hereof. No supplement, modification, or waiver of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the terms and conditions of this agreement shall be deemed or shall constitute a waiver of any other term or condition hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

2.28 HEADINGS:
Article headings herein are included for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

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2.29 NO IMPLIED WAIVERS:
Failure by any party at any time to require performance by any other party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

2.30 SEVERABILITY:
The terms and conditions of this Agreement shall be severable, and the invalidity of any term or condition or portion thereof shall not affect the enforceability of the remaining terms and conditions of this Agreement.

2.31 COUNTERPARTS AND BINDING EFFECT:
This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

Section 3 begins on the next page.

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SECTION 3 – Program Description
The Relink HIV Pathways to Care project's primary goal is increasing re-engagement into HIV care for persons who are out of care across the United States. The project also aims to improve health outcomes for persons with HIV as measured by the HIV care continuum measures of diagnosis by improving linkage to care, retention in care, and achieving viral suppression.

Palm Beach County Community Services' Role in the Program
See Statement of Work (Attachment "A") and Work Plan (Attachment "B")

SECTION 4 – Financial Provisions

4.01 PAYMENT SCHEDULE:

a. Payment shall be made to the Subrecipient upon NASTAD's acceptance and approval of a valid payment request. However, notwithstanding the validity of any payment request, no funds shall be released unless the Subrecipient is in current compliance with all the terms and conditions of this agreement.

b. Requirements for advance payments are presented in section 4.02 herein. When advance payments are not authorized, the Subrecipient shall request reimbursement of actual costs monthly.

c. Payment requests shall be submitted by the Subrecipient to NASTAD at the following email addresses: **relink@nastad.org.** Payment requests shall detail billed expenditures by approved budget line item, show cumulative costs billed to date and remaining funds by line-item detail as well.

d. All invoices must include a statement certifying that the invoice represents complete and accurate expenditures, disbursements and cash receipts for the purpose and objectives set forth in the terms and conditions of the subaward. This statement must be signed by the organization's representative.

e. Final payment request must be received within 60 days of the end of the period of performance.

f. Final payment will be made upon completion of all project activities to the satisfaction of NASTAD, acceptance of a final narrative report, final payment request and other required deliverables.

4.02 ADVANCE PAYMENT AND REFUNDS:

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4.03 REIMBURSEMENT:
This is a cost-reimbursable award. Subject to other limitations defined in this Agreement, the maximum actual amount of the award is limited to the total amount of allowable costs incurred by the Subrecipient. See section 4.09 hereto, "Allowable Costs." Notwithstanding any other term of this award, NASTAD reserves the right, at any time, to 1) withhold or offset payments to, or 2) require refund by the Subrecipient of any amount that the Subrecipient did not spend according to the terms and conditions of this award or that are otherwise determined by NASTAD to be unallowable. NASTAD retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between NASTAD and the Subrecipient.

4.04 ESTIMATED AND OBLIGATED AMOUNTS:

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4.05 BUDGET:
The approved award budget is the financial expression of the Subrecipient's program as approved during the award process. The approved budget amount for this Agreement is as follows: $200,000 (See

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Attachment "C" – Budget"). NASTAD will pay the cost of travel (airfare, lodging and meals at per diem, ground transportation), mail, long distance telephone and reproduction per the amounts approved in the subaward budget.

4.06 REVISION OF BUDGET:
Revision of this budget is subject to the prior approval requirements set forth in section 2.08 hereto, "Amendment." No other NASTAD approval is required for changes to the budget below 10% of the total budget amount.

4.07 ACCOUNTING, AUDIT AND RECORDS:

a. Records and Accounting.

(1) The Subrecipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by NASTAD, the Subrecipient records and sub-recipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

(2) Documentation for each expenditure or action affecting the award must reflect appropriate Subrecipient's organizational approvals that must be made in advance of the action. Organizational approvals are intended to help ensure that expenditures are allowable, necessary, and reasonable for the conduct of the project, and that the proposed action:
- is consistent with the terms and conditions;
- is consistent with the Subrecipient's written and established policies;
- represents effective use of grant resources; and
- does not constitute a significant project change.

(3) Guidelines for maintenance of records are as follows:
- original documentation (receipts, vouchers, invoices, time sheets, etc.) substantiating all expenditures shall be **retained by the Subrecipient** and made available to NASTAD upon request;
- each expense must be documented by a supporting receipt or voucher;
- each receipt or voucher must be recorded in a financial ledger by date, control number, payee, identifying memo and applicable line item in the approved budget;
- each expense must be segregated by award in the financial ledger

b. Audits.

(1) An organization **that expends $1,000,000** or more in a fiscal year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200 Subpart F. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to NASTAD. In accordance with 2 CFR 200.331(f-h) (45 CFR 75.352(f-h)), NASTAD is responsible for resolving audit findings regarding costs under this agreement.

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx

AND

Office of Grant Services & Grants Office, Risk Management & Compliance Activity

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Electronic Copy to: PGO.Audit.Resolution@cdc.gov (Office of Grant Services & Grants Office, Risk Management & Compliance Activity)

After receipt of the audit report, the National External Audit Review Center will provide audit resolution instructions. CDC will resolve findings by issuing Final Determination Letters.

Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

(2) When the costs of any audit contracted by the Subrecipient have been approved and are included in this agreement budget, whether as direct or indirect costs, the following shall apply.

- The audit report must be submitted to NASTAD within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.
- NASTAD will review this report to determine whether it complies with the audit requirements of this award. NASTAD will only pay for the cost of audits conducted in accordance with the terms of this award.
- In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, NASTAD will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(3) The Subrecipient must make records pertaining to this award available for review by NASTAD or its designees upon request.

(4) NASTAD retains the right to conduct an annual monitoring and financial review, require an audit, or otherwise ensure adequate accountability of the organization's expending NASTAD funds, regardless of the audit requirement.

c. Subawards and Contracts.

(1) If the Subrecipient provides NASTAD resources to other organizations to carry out the NASTAD-financed program and activities, the Subrecipient is responsible for monitoring such Subrecipient or Contractor. The costs of Subrecipient audits may be allowable, but only with the prior approval of NASTAD with respect to scope, reports, and cost of audit.

(2) Audit costs of lower-tier Subrecipients, if any, may be allowable, but only with the prior written approval of NASTAD.

4.08 ALLOWABLE USE OF FUNDS:

The Subrecipient represents that use of award funds will at all times be wholly consistent with the approved budget and the purposes outlined in this agreement and that no funds will be used for lobbying, political activity, private benefit or in any way inconsistent with NASTAD's purposes and legal duties as a US tax-exempt organization. Any use of funds inconsistent with these purposes or NASTAD's tax-exempt purposes or duties may result in NASTAD's delay or termination of further disbursements of award funds.

Subrecipient has the right during the term of the Award to receive grants and funds from others for any purpose. By doing so, Subrecipient does not violate any of the terms or conditions of this agreement. However, if Subrecipient receives "duplicative funding" for the proposed work, Subrecipient will return such funds to NASTAD within sixty (60) days from the date of notice by a third party that Subrecipient will receive "duplicative funding". For the purposes of this Award, "duplicative funding" means financial support for essentially equivalent work proposed in the Proposal and the Statement of Work before or during the term of this Award.

4.09 ALLOWABLE COSTS:

a. The Subrecipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award.

b. It is the Subrecipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are

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(1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business;
(2) allocable: incurred specifically for this award; and
(3) allowable: conform to any limitations in this award.

c. The Subrecipient must obtain any prior written approvals from NASTAD that are required by the applicable cost principles. The Subrecipient may obtain NASTAD's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. NASTAD reserves the right to make a final determination on the allowability of costs.

d. NASTAD will not pay any profit or fee to the Subrecipient or recipients of a grant or cooperative agreement.

e. The Subrecipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with section 4.07 hereto, "Accounting, Audit, and Records."

f. This section 4.09, Allowable Costs, must be incorporated into all subagreements, including subawards and contracts, which are paid on a cost reimbursement basis.

4.10 UNALLOWABLE COSTS:

Award funds cannot be used for:

- Prescription drugs or any prescription drug or medication costs (copays, coinsurance, deductibles)
- Medical expenses (Including doctor's visits and diagnostic lab expenses)
- Coverage of existing deficits of the Subrecipient
- Research activities
- Lobbying activities
- Direct payments to persons with HIV, healthcare providers, or physician group practices.
- Activities prior to the start of the grant award period and activities that extend re-linkage to the first medical appointment
- Activities that directly advance pharmaceutical manufacturer's business interests. You may reach out to NASTAD for more information on what activities are considered to directly advance pharmaceutical manufacturers' business.
- No portion of the award will be given to organizations that discriminate on basis of color, gender, religion, disability, sexual orientation, gender identity, or expressions.

Subrecipient has the right during the Term to receive grants and funds from others for any purpose. However, if the Grantee receives "duplicative funding" to this program, then subrecipient must alert NASTAD immediately and possibly return funds. Duplicative funding means any financial support for essentially equivalent work.

4.11 INDIRECT COSTS:

a. Indirect Costs under this Cooperative Agreement award are not claimed ($-0-)

b. A Negotiated Indirect Costs Rate Agreement (NICRA) change will not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

c. Subrecipients who do not have a current negotiated indirect rate may choose to use a **de minimis rate of 15%** to be applied towards modified total direct costs. However, if you claim rent, utilities, janitorial services, etc. as a direct costs, they may not also be claimed as a part of the 15% de minimus or federally approved indirect rate.

4.12 COST SHARE:

No cost sharing is required or anticipated under this Agreement.

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4.13 PROGRAM INCOME:
No program income is anticipated under this Agreement. Subrecipient must notify NASTAD in the event that program income may be earned under this Agreement, and NASTAD will amend this Agreement to incorporate appropriate instructions for accounting for such income.

SECTION 5 – Reporting Provisions
NOTE: FUNDS WILL NOT BE RELEASED UNLESS REPORTING IS CURRENT. (See Section 4.01.c.)

5.01 WORKPLAN:
The approved workplan is included as Attachment "B".

5.02 PROGRAM REPORTING AND EVALUATION:
a. Reports shall be submitted to NASTAD through **relink@nastad.org**

b. Financial Report headers and subject lines should include:
- The report title;
- The name of the Subrecipient / agreement number;
- The reporting period and date submitted.
- Submit Financial Reports to relink@nastad.org

c. Performance Reports:

Reports summarizing progress toward project goals will be submitted to NASTAD as follows:

(1) Submit quarterly data reports in required NASTAD reporting format in **REDCap**.

(2) Submit **monthly** financial invoices and backup documentation. Financial reports are due 30 days after the end of each month for which an invoice is being submitted.

Section 6 begins on the next page.

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SECTION 6 – Certifications and Assurances

The Award is not provided, directly or indirectly, as an inducement or reward for the prescription, recommendation, purchase supply, sale, administration, formulary placement, or use of any Gilead products or to promote Gilead's products. Further, the parties acknowledge and agree that Subrecipient is not required to purchase, order, or recommend to any individuals any products manufactured or available through Gilead Sciences.

The Subrecipient agrees that it is under an obligation to comply with the standard terms and conditions of this grant agreement issued for its project, cost, and activities approved by NASTAD.

Lower-tier Subrecipients:
The Subrecipient itself is ultimately responsible for compliance with these certifications and assurances even though the project may be carried out whole or in part by one or more lower-tier subrecipients. Thus, if lower-tier subrecipients will be participating in the project, when the Subrecipient agrees to the certifications and assurances at the time of this signing, the Subrecipient is also signifying that it will be responsible for compliance both by itself and by each of its lower-tier subrecipients with the provisions of the certifications and assurances herein. Thus, in agreeing to the certifications and assurances that necessarily involve the compliance of any prospective lower-tier subrecipients, NASTAD strongly recommends that the Subrecipient take the appropriate measures, including but not limited to obtaining sufficient documentation from each lower-tier subrecipient, to assure the validity of the Subrecipient's certifications and assurances to NASTAD.

The Subrecipient agrees to the following certifications and assurances:

Authorized Representative:
A copy of the Subrecipient organization's governing body's authorization for the signer to sign this application as the official representative must be on file in the Subrecipient's office.

Debarment and Suspension:
Subrecipient must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, Title 2 CFR, Chapter 32, and Part 3254. There are circumstances under which NASTAD may receive information concerning the Subrecipient's fitness to carry out a project and administer awarded funds–for instance:

- Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
- Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; or
- Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, NASTAD may need to act quickly to protect the interest of itself and its Prime Funder by suspending funding while we undertake an investigation of the specific facts. NASTAD may coordinate our suspension actions with the Prime Funder that may have an interest in our findings. A suspension may result in your debarment from receiving funding.

Assurance:
Specifically, the Subrecipient assures that it has fulfilled or will fulfill the obligations imposed by NASTAD throughout this grant agreement as shown below.

The Age Discrimination Act of 1975:
Provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C. 6101 et seq.)

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The Drug-Free Workplace Act:
Requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

Fair Labor Standards Act:
States that all professional performers and related or supporting personnel employed on projects or productions which are financed in whole or in part under the grant shall receive not less than the minimum compensation as determined by the Secretary of Labor.

No part of any project or production which is financed in whole or in part under the grant agreement will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production.

Title VI of the Civil Rights Act of 1964, as amended, provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. Title VI also extends protection to persons with limited English proficiency.

Certification Regarding Lobbying
Lobbying activities must always be compliant with applicable laws and regulations and may not be made with the intent to improperly influence the decision of a person or group of people to purchase, prescribe, use or recommend any Gilead product, or to improperly provide any favorable treatment to Gilead.

Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern:
Pursuant to F.S. 286.101, as may be amended, by entering into this agreement or performing any work in furtherance thereof, NASTAD 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.

Human Trafficking Affidavit

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

End of Agreement.

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Attachment "A"
Statement of Work

I. Background

Despite significant advancements in HIV prevention and treatment, many individuals diagnosed with HIV remain disengaged from care. Fragmented systems, data silos, and structural barriers continue to limit timely re- engagement. Health departments are critical to this effort due to their data and implementation capacities, which allow them to identify out-of-care populations and coordinate statewide responses. Community-based organizations are critical to engaging the most at-risk populations affected by HIV because, unlike their health department counterparts, they are embedded in, and directly engaged with, the communities they serve.

The United States has a clear national strategy, the Ending the HIV Epidemic (EHE) initiative, but its success is stalled by a critical obstacle: the "leak" in the care continuum. One of the most important challenges to achieving national EHE goals is the failure to retain individuals in care, which directly impacts viral suppression and accounts for the vast majority of new transmissions.

The Ryan White HIV/AIDS Program (RWHAP) is the cornerstone of the nation's response, providing a critical safety net for over half a million people with HIV[1]. Its success is undeniable as evidenced by its viral suppression rate of 90.6%, which far exceeds the national average; RWHAP is able to do this by providing comprehensive "wrap- around" services like case management and other core medical services. However, the RWHAP's structure is optimized to serve those who are already connected to care. Significant limitations remain in its capacity to conduct the specialized, intensive work of finding and re-engaging individuals who have been completely lost to the system.

The Relink HIV Pathways to Care project's primary goal is increasing re-engagement into HIV care for persons who are out of care across the United States. The project also aims to improve health outcomes for persons with HIV as measured by the HIV care continuum measures of diagnosis by improving linkage to care, retention in care, and achieving viral suppression. It will accomplish these goals by meeting the following objectives:

- **Objective 1.** Creating and implementing an intensive HIV re-engagement in care service delivery model with up to fifteen organizations in the United States. The process of design and implementation will leverage the strengths and knowledge of public health departments, HIV healthcare providers, government-funded programs providing healthcare coverage, and persons with HIV to create the program.

- **Objective 2.** Evaluate the effectiveness of the Relink HIV Pathways to Care program model and the impact on re-engagement in care and HIV health outcomes in the participating jurisdictions. This evaluation will be used to identify re-engagement activities that worked the most effectively, which can then be disseminated to and replicated by other organizations and communities in the United States.

- **Objective 3.** Disseminate findings and best practices from the Relink HIV Pathways to Care project through multiple methods so the knowledge gained from the project can be utilized by organizations and communities across the United States to improve HIV care outcomes in their jurisdictions.

III. Project Scope of Work

The project period of Relink HIV Pathways To Care is July 1, 2026 to June 30, 2027. This contract can be renewed for an additional year through June 30, 2028, based on subrecipient performance and adherence to NASTAD fiscal and administrative policies and completion of annual required desktop monitoring activities.

The subrecipient will perform the following re-engagement in care activities:

1. Develop and implement a two-year strategic plan to identify and re-engage out-of-care persons with HIV.

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2. Develop a baseline Year 1 and a baseline Year 2 Not-In-Care List for persons with HIV in their jurisdiction for NASTAD to measure the success of the program.
    a. Each baseline Not-In-Care List for the subrecipient will include at least 4,560 unduplicated persons.
3. Conduct re-engagement in care activities to re-engage clients identified in the Not-In-Care List in HIV care.
4. Re-engage into HIV care 25% of persons identified in the Not-In-Care List.
    a. Inclusion criteria for a Not-In-Care List are:
        i. Missing viral load lab results
        ii. Missed medical provider appointment
        iii. Missed prescription drug fills/dispenses
        iv. Losing eligibility for healthcare coverage
5. Set up medical appointments for HIV treatment within five calendar days after making contact with a client that is disengaged from HIV care.
6. Conduct enrollment in healthcare coverage and complete applications for programs providing healthcare coverage (including but not limited to the Ryan White HIV/AIDS Program and AIDS Drug Assistance Program) within five calendar days after making contact with a client that is disengaged from HIV care. If healthcare coverage is unavailable, provide assistance to clients with enrolling in pharmaceutical manufacturer patient assistance programs or other medication assistance programs.
7. Maintain staffing levels to operate under an intensive re-engagement to care framework including:
    - Conducting outreach in the form of phone calls, text messages, email, social media, and in- person visits, and home visits.
    - Staff must be able to travel physically to meet potential clients to re-engage in care
    - Staff must be able to provide warm referrals to HIV medical services and healthcare coverage appointments.
    - Staff must be able to identify and coordinate other services needed by the client to re-engage in care and provide access to those services or warm referrals to those services. Examples of these services might include but are not limited to transportation, housing, or food.
8. Provide staffing for general operations of the project:
    a. Provide the equivalent of 1.0 staff who have the responsibility of conducting re-engagement to HIV care activities directly with persons with HIV.
    b. Provide staffing necessary to fulfill the data collection and reporting requirements of the Relink HIV grant. Variable percentages of FTEs are acceptable but estimated to be approximately 0.10 FTE.
    c. Provide staffing necessary to effectively manage the Relink HIV program. Variable percentages of FTEs are acceptable but estimated to be approximately 0.05 FTE.
9. Provide depersonalized data quarterly to NASTAD. NASTAD will maintain the confidentiality of this data and not use or publish data without permission. The data elements are included in the Attachment Relink HIV Data Reporting Template. This data will be used to evaluate the effectiveness of the program locally and nationally.
10. Strengthen re-engagement in care infrastructure and cross-system coordination between local partners supporting re-engagement in care.
11. Conduct dissemination activities as approved by NASTAD, which can include one or more of the following: writing an article published in an academic journal, presenting a poster at a national HIV conference, or presenting findings in an oral session or workshop at a national conference.
12. Follow and implement the activities Work Plan for Relink HIV Pathways To Care in Appendix B.
13. Follow and adhere to the service delivery model described in the application project narrative in Appendix C.
14. Maintain compliance with fiscal and administrative policies and complete annual required desktop monitoring activities with NASTAD.
15. Develop a sustainability plan outlining how activities will continue post-funding.

IV. Deliverables

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The subrecipient will:

1. Participate in 60-minute monthly calls with NASTAD beginning July 2026.
2. Participate in NASTAD Relink HIV Pathways To Care Data Reporting Training by October 1, 2026.
3. Participate in NASTAD led learning collaboratives to share best practices and foster peer learning.
4. Provide a fully executed Data Use Agreement between the subrecipient and NASTAD to share required Relink HIV reporting data with NASTAD.
    a. The Data Use Agreement must be fully executed and submitted to NASTAD no later than October 1, 2026.
    b. If this is not completed by the deadline, NASTAD may choose to terminate the grant award to the subrecipient.
5. Submit a baseline Not-In-Care List to NASTAD prior to the start of outreach and re-engagement activities by August 31, 2026 for Year 1 and June 30, 2027 for Year 2.
6. Submit to NASTAD candidates for participants in the Relink HIV Advisory Board by July 31, 2026.
7. Submit quarterly performance reports demonstrating progress on key metrics. Quarterly reports will include narrative and data reporting in templates provided by NASTAD in Appendix D and E. Quarterly reports are due annually on October 31, January 31, April 30, and July 31.
8. Submit monthly invoices billing NASTAD for costs incurred. Invoices are due within 30 days of the end of a monthly billing period. Invoices should include:
    a. NASTAD Invoice Form (Provided in Appendix F)
    b. Budget to Actuals Report
    c. General Ledger Report
    d. Source Documents
9. Conduct dissemination activity as outlined in Appendix B Work Plan no later than June 30, 2028.
10. Submit abstracts, journal articles, posters, or presentations at national conferences to NASTAD for review at least 30 days prior to submitting materials to the journal or event organizer.
11. Submit a sustainability plan due April 30, 2028.

V. Budget

The subrecipient must adhere to the budget executed as part of this contract in Appendix F. If the subrecipient needs to make changes to the budget, they should reach out to their assigned NASTAD project officer for approval of changes within line items and for contract amendments if funds have to be moved between line items in the budget.

Allowable costs include:

1. Personnel (Salaries)
2. Fringe Benefits (Employee Related Expenses) – Costs like FICA, healthcare benefits, retirement benefits, unemployment, etc.
3. Travel (for staff allocated to Relink HIV Pathways to Care project budget)
4. Client Transportation Costs
5. Database and/or IT-related expenses *(note- NASTAD will provide a REDCap database for this project at no cost, but applicants may elect to use their own systems or seek support for their own systems insofar as they are utilized to work on Relink HIV Pathways to Care activities)*
6. Supplies for clients related to re-engagement in care. Examples could include but are not limited to bus passes, condoms, and incentives.
7. Office space, rent, utilities, janitorial, and other allocable costs where applicant has an allocation methodology to directly allocate expenses to Relink HIV Pathways to Care grant.
8. Contractual expenses (if awarded organization plans to contract with another organization to help complete Relink HIV Pathways to Care activities, must be specified in application)
9. Administrative Costs (maximum 15% de minimis or federally approved indirect rate if applicable). Please ensure that if you claim rent, utilities, janitorial services, etc. as a direct cost, they may not also be claimed as a part of your 15% de minimis or federally approved indirect rate.
10. If you have other expenses not included here required to perform the Relink HIV Pathways To Care project, reach out to your assigned NASTAD project officer for approval.

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VI. Unallowable Costs

These costs below are disallowed through this funding:

1. Prescription drugs or any prescription drug or medication costs (copays, coinsurance, deductibles)
2. Medical expenses (including doctor's visits and diagnostic lab expenses)
3. Research activities
4. Lobbying activities
5. Direct payments to persons with HIV
6. Activities prior to the start of the grant period
7. Activities that **directly** advance pharmaceutical manufacturers' business interests. *Reach out to relink@nastad.org for more information on what activities are considered to directly advance pharmaceutical manufacturers' business.*

VII. Contact Information

For questions about the contract, please reach out to the assigned NASTAD project officer for Relink HIV Pathways To Care. The NASTAD project officer is the primary point of contact for programmatic, fiscal, data, and reporting questions. The project officer can be reached at *relink@nastad.org.*

Attachment "B"
Work Plan

Goal One: Design and implement an intensive HIV re-engagement in care service delivery model, leveraging public health agencies, HIV providers, the Ryan White HIV/AIDS Program, and people with HIV to improve identification, outreach, and re-engagement of individuals out of care.			
Objectives	**Action Steps/Measurable Activities**	**Person(s) Responsible**	**Date To Complete By**
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Locate clients using the Lexis Nexis public records database and meet clients where there are in the community through face-to-face encounters**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Schedule clients' first medical appointment within 24 hours of contact at brick-and-mortar locations or accessible mobile health clinics**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)		**HIVES subrecipient agencies**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027

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			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Upon completion of first medical appointment and scheduling of second medical appointment, client receives $25 grocery voucher**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)	**Client is referred to Tele-adherence Counselor**		**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Upon completion of second medical appointment and scheduling of third medical appointment, client receives $25 grocery voucher**	**Tele-adherence Counselor**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)	**Client is referred to additional supportive services as needed (e.g., housing, vocational rehabilitation, transportation)**		**Q2: November 30, 2026**
			Q3: February 28, 2027

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			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Upon completion of third medical appointment within 90 or more days, client receives $50 grocery voucher**	**Relink Coordinator**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Rapidly reengage out-of-care clients as identified by the data to care list for 2025.	**Track viral suppression rate over grant year period with rapid reengagement intervention as necessary**	**Tele-adherence Counselor**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028

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Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Engage dis-enrolled ADAP clients via community-based health care navigators at brick-and-mortar locations (community centers, libraries, health centers, social service centers)**	**HIVES subrecipient agencies**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Engage dis-enrolled ADAP clients in underserved areas via mobile health clinics to promote health insurance guidance and linkage to care in conjunction with CORE Team rapid reengagement efforts**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)		**HIVES subrecipient agencies**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Navigate a pathway to a preferred medications (Biktarvy, Descovy) using a variety of resources and screening tools provided by health care navigator/case manager guidance**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
		HIVES subrecipient agencies	**Q3: February 28, 2027**
			Q4: May 31, 2027
Refer out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use	**Refer a minimum of 60 clients to one or more supportive services: healthcare and housing (H2O) initiative, tele-adherence counseling (HOPE App)**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**

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disorder, and/or chronic housing instability)			
(7-8 per quarter; 60 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Refer out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track viral suppression rate over grant year period with intense case management as necessary**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(7-8 per quarter; 60 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028

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Goal Two: Evaluate the effectiveness of the re-engagement model on re-engagement in care and HIV health outcomes, identifying the strategies and activities that are most effective and replicable across jurisdictions.

Objectives	Action Steps/Measurable Activities	Person(s) Responsible	Date To Complete By
100% rate of reengagement of clients identified by the data to care list for 2025.	Tracking the amount of clients served for grant period	CORE Teams (Community, Outreach, Response and Engagement)	Q1: August 31, 2026
(35 per quarter; 280 Total)		FDOH Counterparts	Q2: November 30, 2026
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% rate of reengagement of clients identified by the data to care list for 2025.	Track the number of gift cards distributed by medical appointment completion	CORE Teams (Community, Outreach, Response and Engagement)	Q1: August 31, 2026
(35 per quarter; 280 Total)	Track early engagement and retention over a longitudinal period (90 or more days)	Tele-adherence Counselor	Q2: November 30, 2026
		Relink Coordinator	Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028

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100% rate of reengagement of clients identified by the data to care list for 2025.	**Track improvement and maintenance of viral load suppression data over the grant period**	**HIVES Administrative Staff**	**Q1: August 31, 2026**
(35 per quarter; 280 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Track the number of clients enrolled in health care premium assistance through partner agencies at target locations**	**HIVES subrecipient agencies**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Relink/Retain in care ADAP dis-enrolled clients through collaborations with partner agencies and healthcare navigators	**Track the number of dis-enrolled ADAP clients who utilized mobile services to connect to health coverage and/or medication adherence**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(392 per quarter, 1,568 Total)		**HIVES subrecipient agencies**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027

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			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track the number of clients that were enrolled in tele-adherence counseling (Hope App)**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(15 per quarter; 120 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track the number of clients that were enrolled in healthcare and housing (H2O)**	**CORE Teams (Community, Outreach, Response and Engagement)**	**Q1: August 31, 2026**
(7-8 per quarter; 60 Total)			**Q2: November 30, 2026**

			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track quality of referral process to support services through client testimonials and/or TAC counselor progress notes**	**Tele-adherence Counselor**	**Q1: August 31, 2026**
(7-8 per quarter; 60 Total)			**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
100% referral rate for out-of-care clients as identified by the data to care list for 2025 to services that address co-occurring conditions contributing to non-adherence (i.e., behavioral health, substance use disorder, and/or chronic housing instability)	**Track improvement and maintenance of viral load suppression data over the grant period**	**HIVES Administrative Staff**	**Q1: August 31, 2026**

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(7-8 per quarter; 60 Total)		**Tele-adherence Counselor**	**Q2: November 30, 2026**
			Q3: February 28, 2027
			Q4: May 31, 2027
			Q5: August 31, 2027
			Q6: November 30, 2027
			Q7: February 28, 2028
			Q8: May 31, 2028
Goal Three: Disseminate findings and best practices from the Relink HIV project through multiple methods to support adoption and replication by HIV programs and communities nationwide.			
Objectives	**Action Steps/Measurable Activities**	**Person(s) Responsible**	**Date To Complete By**
National Conferences	**Submit abstract/poster; present**	**HIVES Administrative Staff**	**Q4: May 31, 2027**
(1 abstract/poster submitted; 1 presentation)		**Relink Coordinator**	**Q8: May 31, 2028**

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Attachment "C"
Budget

See Next Page

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Personnel (Salaries)

Name	Title	Justification *(describe role and job duties related to project)*	Salary	Full Time Equivalency	Amount Requested
To Be Assigned	Relink Coordinator	Responsible for managing the Relink HIV program, including fulfilling data collection and reporting requirements.	$ 58,445.92	15%	$ 8,766.89
Tess Clemones	Tele-Adherence Counselor	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV using syndemic strategies to address housing, behavioral health, and substance use disorder barriers.	$ 63,679.20	50%	$ 31,839.60
Julian Betancourt	CORE Case Manager	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV through Data to Care strategy	$ 57,888.50	25%	$ 14,472.13
Remus Emile	CORE Case Manager	Responsible for conducting re-engagement to HIV care activities directly with persons with HIV through Data to Care strategy	$ 57,888.50	25%	$ 14,472.13
				Personnel Subtotal:	$ 69,551.00

Fringe Benefits (Employee Related Expenses)

	Benefits Rate Percentage	Justification *(describe fringe benefits included in calculation of fringe benefits rate)*		
Fringe Benefits Rate for Staff:	40%	Insurance (19.00%); Social Security (6.02%); Retirement (8.51%); Medicare (1.45%); Others - Disability, Unemployment, Life Insurance, and Supp. Ret (5.00%)	*Fringe Benefits Subtotal:*	$ 27,932.00

Travel

Line Item	Justification *(describe travel requested and connection to project. Includes mileage but not costs of paying for client transportation)*	Amount Requested		
National/Regional Conference	Long-Distance Travel for two staff to present project at national and/or regional conferences to support dissemination of data as required by Relink Grant. Airfare + Baggage: $400; lodging $220/night x 4 nights, parking $15/day x 4 days, per diem $40/day x 4 days, ground transportation (taxi/ride share/train) $75	$ 3,150.00		
County Fleet Services	Rental cost of 1 fleet vehicle plus gas to locate not in care clients (~$400 per month x 12)	$ 4,800.00	*Travel Subtotal:*	$ 7,950.00

Equipment

Line Item	Justification *(describe equipment requested and connection to project.*	Amount Requested		
			Equipment Subtotal:	$ -

Supplies

Line Item	Justification *(describe supplies requested and connection to project.*	Amount Requested		
			Supplies Subtotal:	$ -

Professional and Outside Services

Line Item	Justification *(describe professional and outside services requested and connection to project. Provide particularly detailed information if key parts of re-engagement in care activities are being contracted to a subcontractor)*	Amount Requested		
Warm Health Technology HOPE App	Warm Health Technology provides the HOPE App platform used for tele-adherence counseling. This is the cost of additional upgrades that will include behavioral health and substance use disorder support. Addressing co-occurring disorders to improve linkage and retention rates.	$ 60,000.00		
			Professional & Outside Services Subtotal:	$ 60,000.00

Other Operating Expenses

Line Item	Justification *(describe other operating expenses requested and connection to project.)*	Amount Requested		
Lexis Nexis People Search Database	Database will use public records to assist in locating 2,125 out-of-care clients. ($350-$600/month subscription x 12 months)	$ 6,567.00		
Incentive Grocery Voucher	Grocery vouchers provided as an incentive for reengagement. Clients will receive a $25 gift card after their initial clinical appointment, a $25 gift card after their first follow-up clinical appointment, and a $50 gift card after a second follow-up clinical appointment at least 3 months following their initial appointment. ($100 max per client x 280 clients)	$ 28,000.00		
		-	*Other Operating Expenses Subtotal:*	$ 34,567.00

Administrative Costs

	Rate Percentage	Justification *(describe administrative costs and rate calculation)*		
Indirect Rate or de minimis rate:	0%		*Administrative Costs Subtotal:*	$ -

Budget Summary	
Personnel	$ 69,551.00
Fringe Benefits	$ 27,932.00
Travel	$ 7,950.00
Equipment	$ -
Supplies	$ -
Professional and Outside Services	$ 60,000.00
Other Operating Expenses	$ 34,567.00
Administrative Costs	$ -
Total:	$ 200,000.00

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Attachment "D"
HIV Data Report

See Attached Separate File

CONTRACT EXHIBIT E

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 NASTAD (ENTITY) and attest that ENTITY 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.

Signed by:
Boatemaa Ntiri-Reid
(signature of officer or representative)

Boatemaa Ntiri-Reid, Executive Director
(printed name and title of officer or representative)

Texas Jefferson
State of Florida, County of Palm Beach

10/13/2026 10/13/2026
Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization this, 13th day of October 2026, by Boatemaa Afua Ntiri-Reid.

Personally known ☐ OR produced identification ☒.

Type of identification produced Maryland DL.

Signed by:
ECharda Manette Goodman
NOTARY PUBLIC
My Commission Expires: 08/25/2028
State of Florida at large State of Texas 10/13/2026

E'Chanda Manette Goodman
Remote Online Notary Public

ECHANDA MANETTE GOODMAN
Notary ID #132642149
My Commission Expires
August 25, 2028

(Notary Seal)

This notarial act was an online notarization along with multi-factor authentication and using audio/video recording.
Boatemaa Afua Ntiri-Reid who produced Maryland DL as identification

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Data Use Agreement

Docusign Envelope ID: 121EE1D0-855F-8DA0-8142-EFAE8CC24837

NASTAD

DATA USE AGREEMENT

Data Recipient Institution Name:	Palm Beach County Community Services Department
Data Recipient Contact:	Dr. Casey Messer, Program Manager 561-355-4730 cmesser@pbc.gov
Term of Agreement:	June 1, 2026 – May 31, 2028

This Data Use Agreement (the "DUA") is entered into by and between the **National Alliance of State and Territorial AIDS Directors (NASTAD)**, a not-for-profit organization with its principal office at 444 North Capitol Street, NW, Suite 339, Washington, DC 20001 ("NASTAD"), and **Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners,** with its principal office at **301 N. Olive Ave, West Palm Beach, FL 33409** ("Receipient")

Effective Date: 07/01/2026

Term of Agreement: From 07/01/2026 through 6/30/2026, unless earlier terminated in accordance with this Agreement.

RECITALS

WHEREAS, NASTAD is implementing *Pathways to Care: A ReLink HIV Initiative* (the "Relink HIV Project"), supported by Gilead Sciences, to strengthen systems for re-engaging people with HIV who are out of care;

WHEREAS, Recipient has been awarded funding under the Relink HIV Project and will collect and submit data to NASTAD for program monitoring, evaluation, and dissemination of aggregate findings;

WHEREAS, the Parties desire to establish terms governing the disclosure, use, protection, and transmission of de-identified or limited data sets in compliance with applicable federal and state laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

NOW, THEREFORE, the Parties agree as follows:

1. Scope and Purpose

1.1 Purpose

Recipient will submit data to NASTAD solely for the purposes of program implementation support, performance monitoring, evaluation, quality improvement, and dissemination of aggregate, non-identifiable findings related to the Relink HIV Project. Data will not be used for research involving human subjects, nor for any purpose outside the scope of the Relink HIV Project without prior written approval from NASTAD

1.2 Description of the Dataset

The data provided by Recipient to NASTAD (the "Dataset") may include de-identified or limited data elements, collected in the course of Relink HIV Project activities, including but not limited to:

Demographic and Program Enrollment Indicators

- Language spoken

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- Ryan White Part A enrollment status
- Ryan White Part B enrollment status
- AIDS Drug Assistance Program (ADAP) enrollment status

Clinical Status Indicators

- Viral suppression status
- Last reported viral load value (if applicable)
- Date of last reported laboratory result
- Patient deceased indicator (yes/no)
- Patient determined to be out of state indicator (yes/no)

Outreach and Contact Attempts (Initial and Rescheduled Appointments)

For each outreach phase (initial outreach, first rescheduled appointment, second rescheduled appointment):

- Contact attempt number (Attempts #1–#3)
- Type of contact attempt (e.g., phone, text, field visit)
- Date(s) of contact attempt(s)
- Outcome of contact attempts
- Do not contact response indicator
- Unable to contact indicator

Relink Engagement Outcomes

- Contacted but did not enroll in Relink HIV
- Contacted and enrolled in Relink HIV
- Date of contact closeout
- Date of Relink HIV enrollment

Care Re-Engagement Milestones

- Date of HIV medical appointment
- Date of Ryan White eligibility appointment (if applicable)
- Attendance at HIV medical appointment (yes/no)
- Date attendance confirmed with HIV clinic
- Reason for non-attendance (if applicable)
- Ryan White enrollment status following re-engagement
- Date of Ryan White enrollment (if applicable)
- Reason for non-enrollment (if applicable)

The Dataset will not include direct personal identifiers, including but not limited to names, Social Security numbers, full addresses, dates of birth, or other information that could reasonably be used to identify an individual. If limited data elements are included, they will be handled in accordance with HIPAA and applicable state laws.

Palm Beach County Community Services Department, will share de-identified data with NASTAD following execution of the data use agreement and IRB approval as required. To de-identify data, we will generate a random date offset of +/-90 days for each patient in our dataset that will not be shared outside of **Palm Beach County Community Services Department** The **Palm Beach County Community Services Department** will use this offset to shift all dates in the dataset by a fixed amount in order to anonymize the data while preserving relationships between dates.

1.3 Transferring the Dataset

Recipient shall transmit the Dataset to NASTAD using secure, encrypted methods designated by NASTAD (e.g., REDCap or other secure data systems). NASTAD will not request, and Recipient shall not transmit, identifying information beyond what is explicitly required and approved.

2. Recipient Obligations

2.1 Use

NASTAD shall use the Dataset for the purposes described in Section 1 above. Data shall be used solely by NASTAD. Recipient shall use the Dataset solely for carrying out Relink HIV Project activities and shall submit data to NASTAD only as required under the terms of the Relink HIV award. Recipient shall not use the Dataset for any other purpose without prior written authorization from Disclosing Party.

2.2 Confidential Information

"*Confidential Information*" means proprietary or sensitive information of any kind which is disclosed by one Party (the "Disclosing Party") to the other party (the "Receiving Party") related to the Research which (i) by appropriate marking is identified as proprietary or confidential at the time of disclosure; or (ii) if disclosed orally is identified in a marked writing within thirty (30) days as being confidential; *except for* information that: (a) is public knowledge at the time of disclosure or becomes public knowledge thereafter through no breach of this Agreement by the Receiving Party; (b) is disclosed to the Receiving Party by a third party permitted to disclose such information without known obligation of confidentiality; (c) is already known or is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (d) is released with the prior written consent of the Disclosing Party; or (e) is required by law, regulation, subpoena or government or judicial order to be disclosed.

2.3 Data Security and Protection

NASTAD shall implement appropriate technical and administrative safeguards to prevent the use or disclosure of the Dataset for purposes other than as provided for by this DUA.

2.4 Data Disclosure Prohibited

NASTAD agrees to retain control over the Dataset and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Dataset to any third party, without the prior written consent of NASTAD. **Palm Beach County Community Services Department** shall promptly report to NASTAD any use or disclosure of the Dataset that is not allowed for under this DUA of which it becomes aware.

2.5 Resulting Aggregate Datasets

NASTAD may develop aggregate datasets and analyses derived from the Dataset. Dissemination of findings may include reports, presentations, and publications that do not identify individuals or jurisdictions without explicit permission. Recipient will be acknowledged in dissemination materials as appropriate.

2.5 Dissemination of Findings

The Parties agree dissemination of project findings, by conference abstract submission, publication or otherwise is a valuable objective of the project. Joint publications are encouraged with authorship of such publications decided according to commonly accepted conventions for scientific publications.

2.6 Publication Access

Palm Beach County Community Services Department shall provide NASTAD access to, either electronically or in paper form, a copy of every publication of material based on or developed under this agreement.

2.7 Use of Name/Logos

Neither Party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

2.8 Liability

Each Party assumes all liability for damages which may arise from its transfer, use, reliance, storage, disclosure, or disposal of the Dataset. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

2.9 Term of DUA

The term of this DUA is **07/01/2026** through **06/30/2027.** On termination or expiration, NASTAD will cease to use any Data received under this DUA. Agreement to protect the Dataset shall survive termination of this DUA. In the event that NASTAD breaches this Agreement, the Disclosing Party, in its sole discretion, may: i) terminate this Agreement upon written notice to NASTAD; or ii) request that NASTAD to the satisfaction of Disclosing Party, take appropriate steps to cure such breach. If NASTAD fails to cure such breach to Disclosing Party's satisfaction in the time prescribed by NASTAD, Disclosing Party may terminate this DUA immediately, upon written notice to NASTAD.

2.10 Destruction of Dataset

Following the term of this DUA, NASTAD will destroy the Dataset upon request by the Disclosing Party and will cease to use any data under this DUA.

2.11 Notices

All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Palm Beach County	**If to NASTAD:**
Dr. Casey Messer	Auntré Hamp
Community Services Department	Senior Director, Public Health Systems
810 Datura Street	444 N. Capitol Street NW, Suite 339
West Palm Beach, FL 33401	Washington, DC 20001
cmesser@pbc.gov	ahamp@nastad.org

3. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this DUA as of the day and year written below.

For Palm Beach County

By: Sara Baxter

Title: Mayor

Signature:

Date:

For NASTAD

By: Boatemaa Ntiri-Reid

Title: Executive Director

Signature: Signed by: Boatemaa Ntiri-Reid EC19B8893C20473...

Date: 10/13/2026

Approved as to form and legal sufficiency

By: Signed by: Richard Sena

Assistant County Attorney

Approved as to terms and conditions

By: Signed by: James Green

Department Director

Docusign Envelope ID: 1739DC1B-5E6F-8A06-823E-C7FBEDBC01D3

26-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 142 -091526*557

BGEX 142 - 091526*1981

FUND 1010-Ryan White Care Program

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 10/28/2026	REMAINING BALANCE
REVENUES									
142-1485-6694	Grant from Other Non-Government	NASTAD	0	0	200,000		200,000		
	Total Fund Revenues		**10,948,265**	**18,569,297**	**200,000**	**0**	**18,769,297**		
EXPENDITURES									
142-1485-1201	Salaries & Wages - Regular	NASTAD	0	0	39,973		39,973	0	39,973
142-1485-2101	FICA - Taxes	NASTAD	0	0	2,865	0	2,865	0	2,865
142-1485-2105	FICA - Medicare	NASTAD	0	0	670	0	670	0	670
142-1485-2201	Retirement Contributions - FRS	NASTAD	0	0	2,801	0	2,801		2,801
142-1485-2301	Insurance - Life & Health	NASTAD	0	0	6,596	0	6,596	0	6,596
142-1485-2501	Unemployment Compensation	NASTAD	0	0	1,700	0	1,700	0	1,700
142-1485-3401	Other Contractual Services	NASTAD	0	0	86,416	0	86,416	0	86,416
142-1485-8301	Contributions for Individuals	NASTAD	0	0	58,979	0	58,979	0	58,979
142-1481-1201	Salaries & Wages - Regular	EPIC	912,783	912,783		39,973	872,810	872,810	0
142-1481-2101	FICA - Taxes	EPIC	56,593	56,593		2,865	53,728	53,728	0
142-1481-2105	FICA - Medicare	EPIC	13,235	13,235		670	12,565	12,565	0
142-1481-2201	Retirement Contributions - FRS	EPIC	127,059	127,059		2,801	124,258	124,258	0
142-1481-2301	Insurance - Life & Health	EPIC	228,750	228,750		6,596	222,154	222,154	0
142-1481-2501	Unemployment Compensation	EPIC	2,883	2,883		1,700	1,183	0	1,183
142-1481-3401	Other Contractual Services	EPIC	100,000	225,125		86,416	138,709	135,878	2,831
142-1481-8201	Contributions for Non_Gov Ag	EPIC	491,267	3,523,152		58,979	3,464,173	1,674,048	1,790,125
142-1481-8301	Contributions for Individuals	EPIC	200,000	220,000	200,000	0	420,000	519,609	-99,609
	Total Fund Expenditures		**10,844,395**	**18,569,297**	**400,000**	**200,000**	**18,769,297**	**12,376,848**	**6,592,449**

SIGNATURES DocuSigned by: Thomas Eaton B9475D9E749E4E9... **DATES** 10/30/2026

Initiating Department/Division

10/30/26

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 11/10/26

Deputy Clerk to the Board of County Commissioners