

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 20, 2024

Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Community Services

Submitted For: Ryan White Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Retroactive Sub-recipient Agreement for Ryan White HIV/AIDS Program (RWHAP) Part A for Core Medical and Support Services with AIDS Healthcare Foundation Inc. (AHF) for the provision of services to improve health outcomes for persons with HIV, for the three (3) year period March 1, 2024, through February 28, 2027, in an amount totaling \$2,080,785 of which \$693,595 is budgeted in Grant Year (GY) 2024 with an anticipated annual allocation of \$693,595 in each subsequent grant year.

Summary: On May 16, 2024, the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA) issued a partial notice of award in an amount totaling \$5,554,458. This funding allows the Community Services Department (CSD) to continue funding much needed medical and support services to people with HIV/AIDS (PWH) in Palm Beach County. This agreement is retroactive to beginning of GY 2024 to allow AHF to be reimbursed for services provided while CSD was awaiting the Notice of Award from HRSA. Additional delays were due to contract negation and routing of signatures from AHF at their out-of-state headquarters. In GY 2023, AHF's total number of unduplicated clients served was 437 PWH across all programs and initiatives. The viral suppression rate was 87%. Kristen Harrington is an employee of AHF. She is a member of the Palm Beach County Ryan White HIV CARE Council (HIVCC). HIVCC provides no regulation, oversight, management, or policy-setting recommendations regarding the agency's contract. Disclosure of this contractual relationship is duly noticed at public meetings provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. **No County match is required.** Countywide (HH)

Background and Justification: Palm Beach County Board of County Commissioners has been receiving the grant since 1994, and has assisted thousands of PWH with medical and support services.

Attachments: Sub-recipient Agreement for RWHAP with AHF

Recommended By: *Tara M. Malhotra* Department Director Date 7/22

Approved By: *[Signature]* Assistant County Administrator Date 8/8/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

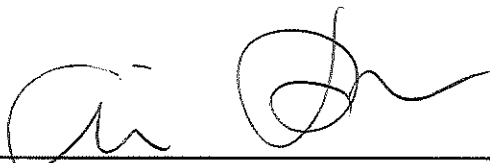
Fiscal Years	2024	2025	2026	2027
Capital Expenditures				
Operating Costs	288,998	693,595	693,595	404,597
External Revenue	(288,998)	(693,595)	(693,595)	(404,597)
Program Income				
In-Kind Match (County)				
NET FISCAL IMPACT	0	0		

# ADDITIONAL FTE POSITIONS (Cumulative)				
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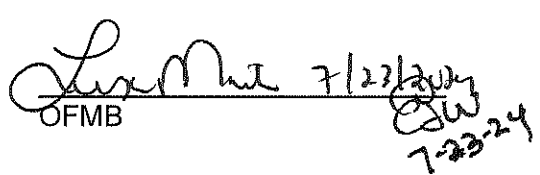

Is Item Included In Current Budget? Yes No _____
 Does this item include the use of federal funds? Yes No _____
 Does this item include the use of state funds? Yes _____ No

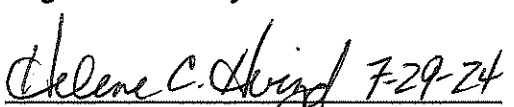
Budget Account No.:
 Fund 1010 ___ Dept. 142 Unit ___ Var ___ Object Var ___ Program Code ___ Var ___ Program Period ___ Var ___

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

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

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:
 OFMB 7/23/24
 Contract Development and Control 7/25/24

B. Legal Sufficiency:

 Assistant County Attorney 7-29-24

C. Other Department Review:

 Department Director

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

SUBRECIPIENT AGREEMENT

This Agreement is made as of 20~~th~~ day of August, 2024, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **AIDS Healthcare Foundation, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **95-4112121**.

WHEREAS, the COUNTY, pursuant to the 42 U.S.C. § 300ff, et seq., has entered into an agreement with the U.S Department of Health and Human Services (HHS) and is designated RECIPIENT ADMINISTRATOR of the Ryan White HIV/AIDS Program (RWHAP) in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services for the health and support of persons with HIV; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 RYAN WHITE HIV/AIDS PROGRAM FUNDED SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Implementation Plan (**EXHIBIT A**) and Unit of Service Rate and Definition (**EXHIBIT B**). The AGENCY also agrees to provide deliverables, including Incident Reporting Form (**EXHIBIT E**) and reports, as specified in Ryan White HIV/AIDS Program Agency's Programmatic Requirements (**EXHIBIT O**) and adhere to the applicable service category definitions in **EXHIBIT K**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
(1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.)

applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A**, **EXHIBIT B**, and **EXHIBIT K** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The term of this Agreement shall be for one (1) year, starting March 1, 2024 (initial term) and the Agreement will automatically renew for two (2) additional one (1) year term(s) (renewal terms), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

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

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

ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **TWO MILLION, EIGHTY THOUSAND, SEVEN HUNDRED AND EIGHTY-FIVE DOLLARS AND ZERO CENTS (\$2,080,785.00) OVER A THREE-YEAR PERIOD, OF WHICH SIX HUNDRED AND NINETY-THREE THOUSAND, FIVE HUNDRED AND NINETY-FIVE DOLLARS AND ZERO CENTS (\$693,595.00) IS BUDGETED IN GRANT YEAR 2024 WITH AN ANTICIPATED ANNUAL ALLOCATION OF SIX HUNDRED AND NINETY-THREE THOUSAND, FIVE HUNDRED AND NINETY-FIVE DOLLARS AND ZERO CENTS (\$693,595.00) IN EACH SUBSEQUENT GRANT YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, by the twenty-fifth (25th) day of each month, for services performed at actual cost of service. Failure to submit monthly Service Utilization Reimbursement Requests and required reports in a manner deemed correct and acceptable by the COUNTY, by the twenty-fifth (25th) day of each month following the month in which services were delivered shall deem the Service Provider(s) in non-compliance with this covenant and at the option of the COUNTY, the Service Provider will forfeit its claim to any reimbursement for that specific month's reimbursement request or the COUNTY may invoke the termination provision in this Agreement. Any travel authorized for reimbursement must meet the condition set forth in section 112.061, Florida Statutes, and Palm Beach County PPM #CW-F-009. All Requests for Payment under the terms of this Agreement shall include documents acceptable to the Community Services Department. The final invoice under this Agreement must be labeled "Final Invoice" and must be received by the COUNTY not later than March 31st of each fiscal year that this Agreement is in effect.

Invoices received from the AGENCY pursuant to this Agreement will be reviewed for authenticity and accuracy and approved by the DEPARTMENT to verify that services have been rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Funding changes between service categories, if prior funding allocations have been altered and approved by the HIV CARE Council within the designated Agreement, can be approved, in writing, by the DEPARTMENT Director or Assistant Director at their discretion for up to ten percent (10%) of the total Agreement amount during the Agreement period. Changes in excess of ten percent (10%) of the annual Agreement amount during the Agreement period must be approved by the Palm Beach County Board of County Commissioners.

In order to do business with Palm Beach County, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

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

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 8 AMENDMENTS TO RYAN WHITE HIV/AIDS PROGRAM AGENCY FUNDING LEVELS

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

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

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

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

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

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

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

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

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement.

The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

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

ARTICLE 10 INDEMNIFICATION

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

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the Federal Government based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement, including but not limited to, determinations of client eligibility for Ryan White HIV/AIDS Treatment Extension Act of 2009 funds. The AGENCY also agrees that funds made available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

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

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

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

ARTICLE 13 PERSONNEL

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

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

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

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 2000d et seq., Title VI, Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the

Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

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

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, LABOR SURPLUS FIRMS

- A. The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The AGENCY, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.
- B. AFFIRMATIVE STEPS must include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 18 HIRING OF MECHANICS OR LABORERS

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

ARTICLE 19 RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS

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

ARTICLE 20 ACCESS AND AUDITS

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

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

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

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

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

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

- d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within (9) months after the end of the AGENCY'S fiscal year.
- f. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.
- g. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 21 CONFLICT OF INTEREST

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

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

of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 22 DRUG-FREE WORKPLACE

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

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

ARTICLE 23 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 24 INDEPENDENT CONTRACTOR RELATIONSHIP

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

COUNTY.

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

ARTICLE 25 CONTINGENT FEES

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

ARTICLE 26 PUBLIC ENTITY CRIMES

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

ARTICLE 27 EXCUSABLE DELAYS

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

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

ARTICLE 28 ARREARS

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

ARTICLE 29 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

ARTICLE 30 TERMINATION

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

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

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

ARTICLE 31 SEVERABILITY

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

ARTICLE 32 MODIFICATION OF WORK

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

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

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

ARTICLE 33 NOTICES

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

Director, Ryan White HIV/AIDS (RWHAP)
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Karla Drummond
AIDS Healthcare Foundation, Inc.
700 SE Third Avenue
Fort Lauderdale, FL 33316

ARTICLE 34 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 C.F.R. Part 75.326 - 75.340 - Procurement Standards and 45 C.F.R. Part 92 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title.

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

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

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

ARTICLE 35 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers,

subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 36 PUBLIC RECORDS

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

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

public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

ARTICLE 37 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 38 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

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

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

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 DISCRIMINATORY VENDOR LIST

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

ARTICLE 41 FEDERAL AND STATE TAX

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

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

ARTICLE 42 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

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

ARTICLE 43 DEBARMENT AND SUSPENSION

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

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

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

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

ARTICLE 44 FEDERAL SYSTEM FOR AWARD MANAGEMENT

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

ARTICLE 45 FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

ARTICLE 47 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

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

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

ARTICLE 48 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

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

ARTICLE 49 PROCUREMENT OF RECOVERED MATERIALS

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

ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

ARTICLE 51 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

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

ARTICLE 52 REGULATIONS

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

ARTICLE 53 AGENCY USE OF PALM BEACH COUNTY MOBILE HEALTH CLINICS

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing Palm Beach County Mobile Health Clinics (MHC), pursuant to the procedures, terms, and conditions of this Agreement, and those contained in CSD's Ending the HIV Epidemic Mobile Health Clinics' PPM #RW-O-005, **(EXHIBIT P)**, attached hereto and incorporated herein by reference. AGENCY shall not operate the MHC. AGENCY'S use of the MHC is limited solely to the provision of the services contained within the AGENCY's Implementation Plan **(EXHIBIT A)**, and meeting AGENCY's obligations under the terms of this Agreement. AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental

authorities, now in force or which may hereafter be in force pertaining to the AGENCY or its use of the MHCs. Notwithstanding anything to the contrary contained in this Agreement, the right to use COUNTY MHCs properly granted to the AGENCY in this Agreement amounts only to a license to use the MHCs, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. **INDEMNIFICATION:** AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the MHC, or any action, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Article shall survive termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

ARTICLE 54 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

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

ARTICLE 55 COUNTERPARTS

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

ARTICLE 56 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

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

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

BY: _____
Deputy Clerk

BY: _____
Maria Sachs, Mayor

AGENCY:
AIDS Healthcare Foundation, Inc.

BY: 


Authorized Signature

Michael Weinstein

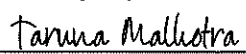
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:  ^{DS} HCH

Assistant County Attorney

BY: DocuSigned by:


1459E4101F1049F
Department Director

EXHIBIT A

Ryan White Part A Implementation Plan: Service Category Table									
Agency Name:	AIDS Healthcare Foundation								
Grant Year: 2024	Service Category:	Early Intervention Services							
	Total Requested:**	\$112,554							
<p>Service Category Goal: The provision of targeted HIV testing (only when other funding for testing is unavailable), referral services to improve HIV care and treatment services at key points of entry, access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care, and outreach services and health education/risk reduction related to HIV diagnosis.</p>									
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)		Service Unit Definition	Number of Persons to be Served						
At the end of month 12, AHF will link and retain 90% in of Linkage patients into care. At the end of the period, increase retention in HIV medical care through the provision of these services.		1 unit= 15 minutes of service	70						
<p>Performance Measure Outcome: In Care- Linkage to Medical Care</p> <table border="1"> <tr> <td>(Baseline= 1st yr; Target= 3rd year)</td> <td>Baseline (%)</td> <td>90%</td> </tr> <tr> <td></td> <td>Target (%)</td> <td>91%</td> </tr> </table>				(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	90%		Target (%)	91%
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	90%							
	Target (%)	91%							

**Total Requested Amount is subject to change

Ryan White Part A Implementation Plan: Service Category Table																		
Agency Name:	AIDS Healthcare Foundation																	
Grant Year: 2024	Service Category:	Non-Medical Case Management																
	Total Requested:**	\$67,320																
<p>Service Category Goal: The provision of coordination, guidance, and assistance in accessing medical, social, community, legal, financial, employment, vocational, and/or other needed services. NMCM Services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible. NMCM Services includes all types of case management encounters (e.g., face-to-face, telehealth, phone contact, and any other forms of communication).</p>																		
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)		Service Unit Definition	Number of Persons to be Served															
At the end of month 12 at least 90% of clients will have at least 2 medical visits; will achieve ICP goals related to outpatient ambulatory medical care, and will be considered retained in care.		1 unit= 15 minutes of service	173															
<p>Performance Measure Outcome: Retention in HIV Medical Care</p> <table border="1"> <tr> <td>(Baseline= 1st yr; Target= 3rd year)</td> <td>Baseline (%)</td> <td>82%</td> </tr> <tr> <td></td> <td>Target (%)</td> <td>85%</td> </tr> <tr> <td colspan="3">HIV Viral Load Suppression</td> </tr> <tr> <td></td> <td>Baseline (%)</td> <td>91%</td> </tr> <tr> <td></td> <td>Target (%)</td> <td>93%</td> </tr> </table>				(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	82%		Target (%)	85%	HIV Viral Load Suppression				Baseline (%)	91%		Target (%)	93%
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	82%																
	Target (%)	85%																
HIV Viral Load Suppression																		
	Baseline (%)	91%																
	Target (%)	93%																

**Total Requested Amount is subject to change

EXHIBIT A

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2024	Service Category:	Medical Case Management		
	Total Requested:**	\$152,739		
<p>Service Category Goal: The provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).</p>				
<p>Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)</p>				
<p>At the end of month 12 at least 90% of clients will have at least 2 medical visits; will achieve ICP goals related to outpatient ambulatory medical care, and will be considered retained in care. At the end of the period, increase retention in HIV medical care through the provision of these services.</p>		<p>Service Unit Definition</p> <p>1 unit= 15 minutes of service</p>	<p>Number of Persons to be Served</p> <p>120</p>	<p>Number of Units to be Provided</p> <p>764</p>
<p>Performance Measure Outcome: HIV Viral Load Suppression</p>				
(Baseline= 1st yr; Target= 3rd year)		Baseline (%)	82%	
		Target (%)	85%	
<p>Retention in HIV Medical Care</p>				
		Baseline (%)	91%	
		Target (%)	93%	

**Total Requested Amount is subject to change

Ryan White Part A Implementation Plan: Service Category Table				
Agency Name:	AIDS Healthcare Foundation			
Grant Year: 2024	Service Category:	Outpatient/Ambulatory Health Services		
	Total Requested:**	\$44,404		
<p>Service Category Goal: The provision of diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include: clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits.</p>				
<p>Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)</p>				
<p>At the end of month 12, AHF will provide OAHS services to 70 RW eligible clients. These services will include at a minimum 2 medical visits more than 60 days apart, including preventative care and/or screening and VL/CD4 testing.</p>		<p>Service Unit Definition</p> <p>1 unit= 1 CPT Code</p>	<p>Number of Persons to be Served</p> <p>70</p>	<p>Number of Units to be Provided</p> <p>223</p>
<p>Performance Measure Outcome: HIV Viral Load Suppression</p>				
(Baseline= 1st yr; Target= 3rd year)		Baseline (%)	91%	
		Target (%)	93%	

**Total Requested Amount is subject to change

EXHIBIT A

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2024	Service Category:	Laboratory Diagnostic Services	
	Total Requested:**	\$19,361	
Service Category Goal: The provision of diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing.			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)	Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
At the end of month 12, at least 90% of RW eligible clients seeking OAMC services will receive HIV VL, CD4/CD8, CBC, Blood chemistry and other approved FDA routine tests as clinically indicated to treat their HIV disease.	1 unit= 1 lab test	58	108
Performance Measure Outcome: HIV Viral Load Suppression			
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	91%	
	Target (%)	93%	

**Total Requested Amount is subject to change

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2024	Service Category:	AIDS Pharmaceutical Assistance	
	Total Requested:**	\$2,048	
Service Category Goal: The provision of medication therapeutics to treat HIV/AIDS or to prevent the serious deterioration of health arising from HIV/AIDS in eligible individuals, including measures for prevention and treatment of opportunistic infections.			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)	Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
At the end of month 12, AHF will provide medications to 26 eligible patients in accordance with the LPAP formulary. At the end of the period we will increase prescriptions of HIV ARV therapy by 5% through the provision of Local AIDS Pharmaceutical Assistance.	1 unit= 1 medication fill/refill	26	41
Performance Measure Outcome: HIV Viral Load Suppression			
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	91%	
	Target (%)	93%	

**Total Requested Amount is subject to change

EXHIBIT A

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2024	Service Category:	Food Bank-Nutritional Supplements	
	Total Requested:**	\$2,228	
Service Category Goal: The provision of nutritional supplement as prescribed by a primary medical care provider.			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)			
At the end of month 12, AHF will provide nutritional supplements to 25 eligible patients in accordance with food bank guidelines. At the end of the period, increase retention in HIV medical care		Service Unit Definition 1 unit= 1 Prescription	Number of Persons to be Served 25
			Number of Units to be Provided 89
Performance Measure Outcome: Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	82%	
	Target (%)	85%	

**Total Requested Amount is subject to change

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2024	Service Category:	Medical Transportation	
	Total Requested:**	\$3,867	
Service Category Goal: The provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services.			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)			
At the end of month 12, AHF will provide transportation to 30 RW eligible clients in need of these services to increase their ability to remain linked to HIV care.		Service Unit Definition 1 unit= 1 Trip/Voucher	Number of Persons to be Served 30
			Number of Units to be Provided 78
Performance Measure Outcome: Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	82%	
	Target (%)	85%	

**Total Requested Amount is subject to change

EXHIBIT A

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2024	Service Category:	Food Bank/Home Delivered Meals	
	Total Requested:**	\$66,668	
Service Category Goal: The provision of actual food items, hot meals, or a voucher program to purchase food.			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)	Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
At the end of month 12, 90% of patients with identified food scarcity need will access the service	1 unit= 1 voucher	76	758
Performance Measure Outcome: Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	82%	
	Target (%)	85%	

**Total Requested Amount is subject to change

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2024	Service Category:	Mental Health Services	
	Total Requested:**	\$47,740	
Service Category Goal: The provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services.			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)	Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
At the end of month 12, 75% of patients referred for Mental Health Services will have a completed mental health visit.	1 unit= 1 hour of service	27	955
Performance Measure Outcome: Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)	Baseline (%)	82%	
	Target (%)	85%	

**Total Requested Amount is subject to change

EXHIBIT A

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2024	Service Category:	Health Insurance Premium and Cost-Sharing Assistance	
	Total Requested:**	\$160,244	
Service Category Goal: The provision of financial assistance for clients to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program.			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)		Service Unit Definition	Number of Persons to be Served
At the end of month 12, 90% of plans selected will be paid in full for the duration of the eligible patients enrollment period.		1 unit= 1 Deductible, 1 Co-Payment, or 1 Monthly Premium 1 copay, OR 1 deductible	11
			123
Performance Measure Outcome: Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)		Baseline (%)	82%
		Target (%)	85%

**Total Requested Amount is subject to change

Ryan White Part A Implementation Plan: Service Category Table			
Agency Name:	AIDS Healthcare Foundation		
Grant Year: 2024	Service Category:	Emergency Financial Assistance	
	Total Requested:**	\$4,585	
Service Category Goal: The provision of limited, one-time, or short-term payments to assist the client with an urgent need for essential items or services necessary to improve health outcomes.			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)		Service Unit Definition	Number of Persons to be Served
At the end of month 12, AHF will provide medications to 40 eligible patients in accordance with EFA guidelines. At the end of the period, increase retention in HIV medical care through		1 unit= 1 emergency assistance payment	40
			115
Performance Measure Outcome: Retention in HIV Medical Care			
(Baseline= 1st yr; Target= 3rd year)		Baseline (%)	82%
		Target (%)	85%

**Total Requested Amount is subject to change

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

AIDS HEALTHCARE FOUNDATION, INC.				
Core Medical Services	GY24	GY25	GY26	Total
AIDS Pharmaceuticals	2,048	2,048	2,048	6,144
Early Intervention Services	112,554	112,554	112,554	337,662
Laboratory Diagnostic Testing	19,361	19,361	19,361	58,083
Health Insurance	160,244	160,244	160,244	480,732
Medical Case Mgt.	152,739	152,739	152,739	458,217
Mental Health Services	47,740	47,740	47,740	143,220
Outpatient/Ambulatory Medical Care	44,404	44,404	44,404	133,212
Subtotal Core Medical Services	539,090	539,090	539,090	1,617,270
Support Services	GY24	GY25	GY26	Total
EFA-Prior Authorizations	4,585	4,585	4,585	13,755
Food Bank/Nutritional Supplements	2,228	2,228	2,228	6,684
Medical Transportation	3,867	3,867	3,867	11,601
Non - Medical Case Mgt.	67,320	67,320	67,320	201,960
Food Bank/Home Delivered Meals	66,668	66,668	66,668	200,004
Subtotal Support Services	144,668	144,668	144,668	434,004
Combined Core Medical and Support Services	GY24	GY25	GY26	Total Combined Amount
Total	683,758	683,758	683,758	2,051,274
Continuous Quality Management (CQM) Program	9,837	9,837	9,837	9,837
Total	693,595	693,595	693,595	2,080,785

Annual allocations do not rollover to future years if unspent

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

FINANCIAL RECONCILIATION STATEMENT

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

As shown in the attached (mark applicable box):

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

OR

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

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

Signature

Date

Print Name

CASH FLOW COMMITMENT STATEMENT

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

AGENCY NAME

Authorized Representative

Date

Attachments:

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



COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form



Agency / Program: _____

Date Incident Occurred: _____

Person Completing Form: _____

Date of Report: _____

Email address (Optional): _____

Phone #: _____

Method of Communication: (Please check the appropriate box)

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

Incidents Reported: (Please check the appropriate box)

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

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

Will there be an investigation?

- Yes
- No
- N/A

Individual Completing Report: Print Name

Position / Title

Individual Completing Report: Signature

Date

**USE OF AND RESTRICTIONS REGARDING
THE PREMISES**

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

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

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

EXHIBIT G
Subaward Data

(i)	Subrecipient Name	AIDS HEALTHCARE FOUNDATION, INC.
(ii)	Subrecipient Unique Entity Identifier:	95-4112121
(iii)	Federal Award Identification Number (FAIN):	H89HA00034
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	01/12/2024
(v)	Subaward Period of Performance Start Date:	03/01/2024
	Subaward Period of Performance End Date:	02/28/2027
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$693,595.
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$693,595.
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$693,595.
(ix)	Federal Award Project Description:	HIV Emergency Relief Project Grants
(x)	Name of Federal Awarding Agency:	U.S. Department of Health and Human Services
	Name of Pass-Through Entity:	Palm Beach County Board of Commissioners
	Contact Information for Federal Awarding Official:	Marie E. Mehaffey MMehaffey@hrsa.gov (301) 945-3934
	Contact Information for Palm Beach County Authorizing Official:	Maria Sachs msachs@pbccgov.org 561-355-2205
	Contact Information for Palm Beach County Project Director:	Dr. Casey Messer cmesser@pbccgov.org (561) 355-4730
(xi)	CFDA Number and Name:	93.914 HIV Emergency Relief Project Grants
(xii)	Identification of Whether Subaward is R&D:	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	0

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

CERTIFICATION REGARDING LOBBYING

BYRD ANTI-LOBBYING AMENDMENT

This Required Certification MUST be Submitted

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

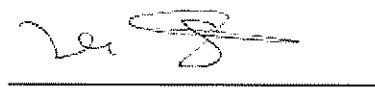
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Vendor's Authorized Official

Michael Weinstein, President

Name and Title of Vendor's Authorized Official

05/08/2024

Date

**CERTIFICATION
DEBARMENT AND SUSPENSION**

The Vendor certifies that:

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

COMPANY NAME: AIDS Healthcare Foundation

ADDRESS: 6255 W Sunset Blvd., 21st Floor Los Angeles, CA 90028

COMPANY'S AUTHORIZED OFFICIAL:

Michael Weinstein, President
Name and Title


Signature

5.8.24
Date

EXHIBIT J

Estimated Unobligated Balance		Due October 1st			
Section A: Identifying Information					
Agency Name:		Health Resources & Services Administration (HRSA)			
Preparer:		Ryan White Part A Sub-Recipient Unobligated Balance Report			
Phone Number:					
Email:					
Section B: Award Information					
Part A Contract Amount:					
MAI Contract Amount (if Applicable):					
Section C: Expenditure Categories	Contracted Amount	Expenditures YTD	Total with Projected Expenditures	Projected Unobligated Balance	Unobligated Percent
1. Core Medical Services Expenditures	-	-	-	-	#DIV/0!
a. Outpatient/Ambulatory Medical Care					#DIV/0!
b. ADAP/Local Supplemental Drug					#DIV/0!
c. Oral Health Care					#DIV/0!
d. Early Intervention Services					#DIV/0!
e. Health Insurance Premium & Cost Sharing Assistance					#DIV/0!
f. Mental Health Services					#DIV/0!
g. Medical Case Management					#DIV/0!
h. Medical Case Management - MAI					#DIV/0!
i. Early Intervention Services - MAI					#DIV/0!
j. Laboratory Diagnostic Testing					#DIV/0!
k. Specialty Medical Care					#DIV/0!
l. Medical Nutrition Therapy					#DIV/0!
2. Support Services Expenditures	-	-	-	-	#DIV/0!
a. Non Medical Case Management					#DIV/0!
b. Emergency Financial Assistance					#DIV/0!
c. Emergency Financial Assistance - Prior Authorizations					#DIV/0!
d. Food Bank					#DIV/0!
e. Food Bank - Nutritional Supplements					#DIV/0!
f. Emergency Housing Services					#DIV/0!
g. Legal Services					#DIV/0!
h. Medical Transportation					#DIV/0!
i. Substance Abuse - Residential					#DIV/0!
j. Non Medical Case Management - MAI					#DIV/0!
k. Psychosocial Support Services - MAI					#DIV/0!
l. Continuous Quality Management (CQM)					#DIV/0!
3. Total	-	-	-	-	#DIV/0!

HIV Elimination Services

Ryan White Part A/MAI Service Category Descriptions

Core Medical Services

AIDS Pharmaceutical Assistance

Part A Priority Level 16

1 Unit = 1 medication fill/refill

Description:

AIDS Pharmaceutical Assistance may be provided by HRSA RWHAP Part A funding through a Local Pharmaceutical Assistance Program (LPAP).

A Local Pharmaceutical Assistance Program (LPAP) is operated by a RWHAP Part A sub-recipient as a supplemental means of providing ongoing medication assistance when Florida RWHAP ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

RWHAP Part A recipients using the LPAP to provide AIDS Pharmaceutical Assistance must adhere to the following guidelines:

- Provide uniform benefits for all enrolled clients throughout the service area
- Establish and maintain a recordkeeping system for distributed medications
- Participate in the LPAP Committee
- Utilize the drug formulary that is approved by the LPAP Committee*
- Establish and maintain a drug distribution system
- Screening for alternative medication payor sources, including but not limited to Patient Assistance Programs (PAP), rebate/discount programs, Healthcare District, and Florida RWHAP ADAP prior to dispensing.
- Implementation in accordance with requirements of the 340B Drug Pricing Program (including the Prime Vendor Program)

Program Guidance:

LPAP funds are not to be used for emergency or short-term financial assistance. The Emergency Financial Assistance service category may assist with short-term assistance for medications.

*Florida Medicaid PDL: <https://ahca.myflorida.com/content/download/22289/file/PDL.pdf>

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

Early Intervention Services*Part A Priority Level 9**1 Unit = 15 Minutes of Service***Description:**

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

Program Guidance:

The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. HRSA RWHAP Part recipients should be aware of programmatic expectations that stipulate the allocation of funds into specific service categories.

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

MAI- Early Intervention Services*MAI Priority Level 9**1 Unit = 15 Minutes of Service*

In addition to the guidance for Early Intervention Services under the Part A funding, the HIV Care Council has given directive to provide MAI Early Intervention Services to the focus populations of

- Individuals living in the Western geography of Palm Beach County (Glades population)
- Individuals who are 50 years old and over
- Individuals who are justice-involved or re-entering society from incarceration

Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals*Part A Priority Level 1**1 Unit = 1 Deductible, 1 Co-Payment, or 1 Monthly Premium***Description:**

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

EXHIBIT K

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

Medical Case Management (Including Treatment Adherence Services)

Part A Priority Level 3

1 Unit = 15 Minutes of Service

Description:

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities provided under this service category may be provided by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).

Key activities include:

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

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

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

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

MAI- Medical Case Management (Including Treatment Adherence Services)

MAI Priority Level 3

1 Unit = 15 Minutes of Service

In addition to the guidance for Medical Case Management under the Part A funding, the HIV Care Council has given directive to provide MAI Medical Case Management services to the focus populations of

- Individuals living in the Western geography of Palm Beach County (Glades population)
- Individuals who are 50 years old and over
- Individuals who are justice-involved or re-entering society from incarceration

Mental Health Services

Part A Priority Level 2 1 Unit = 1 Hour

Description:

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

Program Guidance:

Mental Health Services are allowable only for PWH who are eligible to receive HRSA RWHAP services.

Oral Health Care

Part A Priority Level 6

1 Unit = 1 CDT Code

Reimbursement is based on Florida Medicaid Dental General Fee Schedule with a 1.5X multiplier

Description:

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

Outpatient/Ambulatory Health Services

Part A Priority Level 4

1 Unit = 1 CPT Code

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

Description:

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

Allowable activities include:

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

Program Guidance:

Provision of Outpatient/Ambulatory Health Services must be adherent to *HHS Clinical Guidelines for the Treatment of HIV/AIDS*

<https://clinicalinfo.hiv.gov/en/guidelines>

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

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

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

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

Laboratory Diagnostic Testing

Part A Priority Level 4

1 Unit = 1 Lab Test

Reimbursement is based on Medicare Clinical Diagnostic Laboratory Fee Schedule

HIV viral load testing, CD4/CD8, CBC with differential, blood chemistry profile, and other FDA approved routine tests for the treatment of patients with HIV disease. In addition, routine tests pertinent to the prevention of opportunistic infections (VDRL, IGRA, AFB, pap smear, toxoplasmosa, hepatitis B, and CMV serologies) and all other laboratory tests as clinically indicated (e.g. HCV serology) that are generally accepted to be medically necessary for the

treatment of HIV disease and its complications and have an established Florida Medicaid or Medicare reimbursement rate, as well as new tests that may not have an established reimbursement rate.

Specialty Outpatient Medical Care

Part A Priority Level 4

1 Unit = 1 CPT Code

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

Short term treatment of specialty medical conditions and associated diagnostic outpatient procedures for HIV positive patients based upon referral from a primary medical care provider. Specialties may include, but are not limited to, outpatient rehabilitation, dermatology, oncology, obstetrics and gynecology, urology, podiatry, pediatrics, rheumatology, physical therapy, speech therapy, occupational therapy, developmental assessment, and psychiatry.

Note: For the purpose of this NOFO, primary care provided to persons with HIV disease is not considered specialty care. Providers must offer access to a range of specialty services.

Prior to the provision of Specialty Medical Care, a specialty medical care referral form shall be completed by the Primary Care Provider electronically through the Recipient database management information system, including the following:

- Primary Care Provider (PCP) verification that Specialty Medical Care relates to HIV infection and/or
- conditions arising from the use of HIV medications resulting in side effects Specialty Medical Care services are included on the list of conditions on the Palm Beach County Ryan
- White Program Allowable Medical Conditions List for Specialty Medical Referrals form.
- Routine medical diagnostic testing (e.g., Pap smear, mammogram, bone density test, colonoscopy, colorectal cancer screening, prostate cancer screening, and ophthalmologic screening) is allowable as long as such testing follows established medical guidelines, such as U.S. Public Health Service (PHS), American Medical Association, Health Resources and Services Administration (HRSA), or other local guidelines, as a standard of care. Please see the most current, local Ryan White Program Service Delivery Guidelines for more information.
- For Specialty Medical Care services that do not meet all of the above criteria, Sub-recipient may request an override from Recipient.

Specialty service providers shall have a written agreement with the sub-recipient. A file of all written agreements shall be maintained and made available to the Recipient upon request.

Specialty service providers shall be credentialed by Medicaid and/or Medicare.

All specialty providers of services available in the Medicaid State plan shall have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.

All encumbered services shall be lifted within 90 days if not initiated.

Specialty service report shall be received by the primary care provider prior to specialty service invoice being paid.

Support Services

Emergency Financial Assistance (EFA)

Part A Priority Level 15

1 Unit = 1 Emergency Assistance

Description:

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

Program Guidance:

The Emergency Financial Assistance service category may assist with short-term assistance for medications.

LPAP funds are not to be used for emergency or short-term financial assistance. Direct cash payments to clients are not permitted.

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

Emergency Financial Assistance - Emergency Medication

Part A Priority Level 15

1 Unit = 1 Medication Fill/Refill

For EFA medication, sub-recipients must adhere to the following guidelines:

- Provide uniform benefits for all enrolled clients throughout the service area
- Establish and maintain a recordkeeping system for distributed medications
- Utilize the drug formulary that is approved by the LPAP Committee
- Screening for alternative medication payor sources, including but not limited to Patient Assistance Programs (PAP), rebate/discount programs, Healthcare District, and Florida RWHAP ADAP prior to dispensing.
- Implementation in accordance with requirements of the HRSA 340B Drug Pricing Program (including the Prime Vendor Program)

In addition:

- Dispensing of one (1) emergency medication not exceeding a thirty (30) day supply to a client during any 12 month period.
- Medications dispensed shall be included on the most recently published Florida Medicaid PDL-Preferred Drug List.*
- Medications defined by Florida Medicaid PDL as "Clinical PA Required", "Cystic Fib Diag Auto PA", or "Requires Med Cert 3" shall require submission and approval of an override request prior to dispensing.
- One (1) additional dispensing of an emergency medication not exceeding a thirty (30) day supply during any

EXHIBIT K

12 month period may be permitted in instances where a client has applied, and been denied access to the medication from all other medication assistance programs for which the client may be eligible (ADAP, pharmaceutical manufacturer patient assistance program, etc.). Documentation of medication access denial must be provided, and shall require submission and approval of an override request prior to dispensing.

- Dispensing of any medication under Emergency Financial Assistance may not exceed a sixty (60) day supply during any 12 month period.
- Any emergency medication needs not specified in this service standard shall require submission and approval of an override request prior to dispensing. Override requests shall not be submitted as exception to policy (e.g. more than a sixty (60) day supply during any 12 month period).

*Florida Medicaid PDL: <https://ahca.myflorida.com/content/download/22289/file/PDL.pdf>

Food Bank/Home Delivered Meals

Part A Priority Level 8

1 Unit = 1 Voucher

Description:

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

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

Program Guidance:

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

Nutritional Supplements

Part A Priority Level 8

1 Unit = 1 Prescription

All nutritional supplements require a written prescription from a medical provider indicating the associated diagnostic code necessitating the dispensing of nutritional supplements.

Emergency Housing

Part A Priority Level 5

1 Unit = 1 Day of Housing

Description:

Housing services provide transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain outpatient/ambulatory health services and treatment, including temporary assistance necessary to prevent homelessness and to gain or maintain access to medical care. Housing services must also include the

development of an individualized housing plan, updated annually, to guide the client's linkage to permanent housing. Housing may provide some type of core medical (e.g., mental health services) or support services (e.g., residential substance use disorder services).

Housing services also include housing referral services, including assessment, search, placement, and housing advocacy services on behalf of the eligible client, as well as fees associated with these services.

Program Guidance:

Sub-recipients that use funds to provide Housing must have mechanisms in place to assess and document the housing status and housing service needs of new clients, and at least annually for existing clients.

Housing services cannot be in the form of direct cash payments to clients and cannot be used for mortgage payments or rental deposits.

Housing shall be prioritized based on the Housing Waitlist rank in client database.

Medical Transportation

Part A Priority Level 7

1 Unit = 1 Trip/Voucher

Description:

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

Program Guidance:

Medical transportation may be provided through:

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

Unallowable costs include:

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

Non-Medical Case Management Services

Part A Priority Level 10

1 Unit = 15 Minutes of Service

Description:

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

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

Program Guidance:

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

MAI- Non-Medical Case Management Services

MAI Priority Level 10

1 Unit = 15 Minutes of Service

In addition to the guidance for Non-Medical Case Management under the Part A funding, the HIV Care Council has given directive to provide MAI Non-Medical Case Management services to the focus populations of

- Individuals living in the Western geography of Palm Beach County (Glades population)
- Individuals who are 50 years old and over
- Individuals who are justice-involved or re-entering society from incarceration

Other Professional Services – Legal Services

Part A Priority Level 11

1 Unit = 1 Hour

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

Description:

Other Professional Services allow for the provision of professional and consultant services rendered by members of

EXHIBIT K

particular professions licensed and/or qualified to offer such services by local governing authorities. Such services may include:

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

Program Guidance:

Legal services exclude criminal defense and class-action suits unless related to access to services eligible for funding under the RWHAP.

See 45 CFR § 75.459.

Psychosocial Support Services (MAI only)*MAI Priority Level 14**1 Unit = 15 Minutes of Service***Description:**

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

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

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

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

Funds may not be used for social/recreational activities or to pay for a client's gym membership. In addition to the guidance for Psychosocial Support Services under the Part A funding, the HIV Care Council has given directive to provide MAI Psychosocial Support Services to the focus populations of:

- Individuals living in the Western geography of Palm Beach County (Glades population)
- Individuals who are 50 years old and over
- Individuals who are justice-involved or re-entering society from incarceration

EXHIBIT L

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

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

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

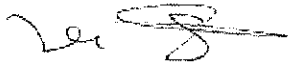
Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services,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

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

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

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

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



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

AIDS Healthcare Foundation

APPLICANT ORGANIZATION

President

TITLE

5.8.24

DATE

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

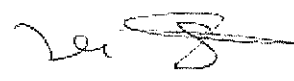
NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

EXHIBIT M

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President
APPLICANT ORGANIZATION AIDS Healthcare Foundation	DATE SUBMITTED 5.8.24

Standard Form 424B (Rev. 7-97) Back

EXHIBIT N

ASSURANCE OF COMPLIANCE

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

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

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

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

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

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

5.8.24

Date



President

Signature and Title of Authorized Official

Michael Weinstein

Name of Applicant or Recipient

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

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

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

1. To allow COUNTY through its Community Services Department to monitor AGENCY to assure that its goals and objectives, as outlined in the Implementation Plan, **EXHIBIT A**, are adhered to. Non-compliance may impact future contract awards and/or funding level.
2. To maintain service records reflecting and including documentation of all client encounters, services, treatment or action plans and client-level data including the following: unduplicated client identifier, sex, gender, age, race, ethnicity, HIV transmission risk factors, indicators of service need, and zip code of residence.
3. To allow COUNTY access to RWHAP service records for the purpose of contract monitoring of AGENCY service goals, quality improvement initiatives, and other program Agreements.
4. To maintain client records containing documentation of RWHAP eligibility every twelve (12) months, including screening for other public or private payor sources.
5. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Agreement for a period of not less than seven (7) years.
6. To comply with Federal and COUNTY needs assessment and Ryan White Service Report (RSR) requirements (basic computer equipment needed).
7. The AGENCY must maintain separate financial records for Ryan White HIV/AIDS Treatment Extension Act of 2009 funds and account for all receipts and expenditures, including direct and indirect cost allocations and in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. RWHAP fund cost allocations are to be completed and posted by service category, delineating direct service and administrative costs, to the general ledger on a monthly basis.
8. To promptly reimburse the County for any funds that are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses by the AGENCY. This will be calculated by actual cost per unit as determined by the COUNTY at the time of the monthly reimbursement or annual fiscal monitoring.
9. AGENCY must submit any and all reports to the COUNTY for each individual service as requested.

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

reimbursement for that service or the COUNTY may invoke the termination provision in this Agreement.

10. AGENCY must comply with Ryan White HIV/AIDS Treatment Extension Act of 2009 and applicable Federal, State and local statutes, as may be amended. Non-compliance may impact future contract awards and/or funding level. Compliance includes, but is not limited to:
- a. Clients receiving RWHAP services must have documentation of eligibility, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Palm Beach County RWHAP manual;
 - b. If the AGENCY receiving RWHAP funds charges for services, it must do so on a sliding fee schedule that is available to the public. Individual, annual aggregate charges to clients receiving RWHAP services must conform to statutory limitations;
 - c. The AGENCY must participate in a community-based Coordinated Services Network. A Coordinated Services Network is defined as: A collaborative group of organizations that provide medical and support services to persons living with HIV in order improve health outcomes and reduce health disparities. The concept of a Coordinated Services Network suggests that services must be organized to respond to the individual or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner that reduces fragmentation of care between service providers;
 - d. The AGENCY must comply with Palm Beach County's Minimum Eligibility Criteria for HIV/AIDS Services, as approved by the HIV CARE Council;
 - e. The AGENCY must comply with the Palm Beach County RWHAP Service Standards of Care, as adopted by the HIV CARE Council; and
 - f. The AGENCY must establish and maintain a Quality Management program to plan, assess, and improve health outcomes through implementation of quality improvement processes. AGENCY must have at least 1 quality improvement project in-process at any time during the Agreement period. AGENCY must also participate in System of Care-level Quality Management activities initiated by the DEPARTMENT and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services delivered through Ryan White HIV/AIDS Treatment Extension Act of 2009 funding. **AGENCY must track outcomes for each client by, but not limited to:**
 1. **Linkage to Care, Retention in Care, Prescribed Antiretroviral Therapy, and Viral Suppression data.**
 2. **Documenting of CD4 and viral load lab results, according to HHS Clinical Guidelines for the Treatment of HIV/AIDS and Palm Beach County RWHAP service standards.**
 3. **Aggregate performance metrics by quarter in the GY for each service category provided by the AGENCY as established by the HIV CARE Council and the DEPARTMENT. Performance metrics shall be reported to the DEPARTMENT quarterly.**
 4. **Other data requested by the DEPARTMENT as part of system-wide quality improvement projects**

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

11. AGENCY must ensure that funds received under the Agreement shall be as the payer of last resort and must be able to provide supporting documentation that all other available funding resources were utilized prior to requesting funds under this Agreement.
12. The COUNTY has a requirement to ensure that at least 75% of RWHAP direct service funds are expended in Core Medical Services. Legislative authority for RWHAP service category priority-setting and resource allocation lies solely with the Palm Beach County HIV CARE Council, whose decisions may require changes in the Agreement. The COUNTY will monitor the expenditure of funds throughout the Agreement year to insure that the COUNTY is meeting federal requirements. The AGENCY agrees and understands that Support Services funding may be reduced in order to meet federal requirements. The AGENCY MUST notify COUNTY of its under spending in Core Medical Services in writing by the 15th of each month following a month when AGENCY has under spent Core Medical Services based on the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided. AGENCY'S failure to spend Core Medical Services funding may result in withholding Support Services reimbursements or redistributing funding to other agencies.
13. AGENCY must not expend RWHAP funds received pursuant to this Agreement with any for-profit entity if there is a nonprofit entity available to provide quality service. Expenditure with a for-profit entity will require documentation that there were no nonprofit entities available to provide quality service.
14. AGENCY must submit an Annual Audit by an Independent Certified Public Accountant completed within nine (9) months after the end of the AGENCY'S fiscal year, in accordance with Federal requirements and showing RWHAP funds separately.
15. AGENCY must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
16. AGENCY agrees to share data within the RWHAP client database, per the signed authorization provided by clients, on an as needed basis with current or future HIV Coordinated Service Network providers.
17. AGENCY must attend all meetings, as required by COUNTY staff and other funded agencies, to develop respective programs as well as work to develop a comprehensive approach to HIV/AIDS care.
18. AGENCY must comply with the Health Resources Services Administration (HRSA) National Monitoring Standards, as posted on the RWHAP Recipient Resources website at <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>. The standards are subject to change periodically.
19. Funds provided to AGENCY, pursuant to this Agreement, shall not be used to do any of the following:

- a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, with respect to that item or service:
 1. Under any state compensation program, insurance policy, or any Federal or State health benefits program or;
 2. By an entity that provides health services on a prepaid basis.
 - b. Purchase or improve land, or to purchase, construct or make permanent improvements to any building.
20. AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with RWHAP funds.
21. AGENCY must have policies in place to monitor any subcontractor providing services on behalf of the AGENCY that is paid with RWHAP funds. Subcontracts shall be documented between an AGENCY and subcontractor with a signed agreement detailing the services to be rendered, length of agreement, and payment amounts.
22. Administrative costs, inclusive of direct and indirect costs, shall not exceed 10% of the contracted amount of this Agreement, as per RWHAP grant guidelines.
- A. AGENCY is permitted to apply a 10% de Minimis indirect cost rate on a base of modified total direct costs, per 45 CFR §75.414(f).

23 Disclosure of Incidents:

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

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

abuse.

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

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

- Resignation/Termination of CEO, President and/or CFO.
 - Resignation/Termination of Key RWHAP-funded staff.
 - RWHAP -funded staff vacancy position over 30 days.
 - Loss of funding from another funder that could impact service delivery.
 - New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
 - Inability to have three (3) months cash flow on hand.
 - Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 - Other incidents impacting the effectiveness of the AGENCY that may occur unexpectedly and are not covered above.
24. AGENCY must complete the Provide Enterprise Add/Delete Request Form in the Provide Enterprise System within three (3) business days of a user being hired by or separating employment from the AGENCY.
25. AGENCY must use CPT (Current Procedural Terminology) and CDT (Current Dental Terminology) Codes in each reimbursement submittal for Oral Health, Specialty Medical Care Services, Lab Services and Outpatient Ambulatory Health Services.
26. AGENCY Engagement

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

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



Specific Activities – Mandatory:

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

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

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

Specific Activities – Recommended:

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

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

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

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

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

37. AGENCY shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve AGENCY of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. AGENCY shall prepare any plans, report, fieldwork, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to AGENCY. AGENCY shall give immediate attention to these changes so there will be a minimum of delay.
38. AGENCY agrees to participate in site visits/programmatic reviews conducted by the COUNTY. AGENCY agrees to ensure that programmatic and fiscal designees and other appropriate staff, as requested by the COUNTY, are in attendance at all site visits and that all requested documentation is provided, including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the COUNTY when the COUNTY deems appropriate. AGENCY must provide access to appropriate and applicable files, policy manuals, records, staff members, etc., as requested by the COUNTY.
39. Annual Agency fiscal monitoring will be conducted by the COUNTY and requires all documents that are requested to be delivered to the COUNTY on or before Day 1 (one) of monitoring. Failure by the AGENCY to have the required documents available will lead to findings and a Corrective Action Plan (CAP) in the annual monitoring report. The Fiscal Monitoring template is posted in the Palm Beach County RWHAP Program Manual. Refer to: https://discover.pbcgov.org/communityservices/PDF/RWHAP_Program_Manual. The fiscal requirements are subject to change periodically.
40. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of COUNTY. It is further agreed that if any information concerning the work conducted under this Agreement, its conduct results, or data gathered or processed should be released by AGENCY without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this Agreement without indemnity to AGENCY. Should any such information be released by COUNTY or by AGENCY with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.
41. AGENCY is required to report Program Income (Revenue and Expenditures) on a monthly basis on or before the 25th of the subsequent month. AGENCY must submit documentation to demonstrate expenditure of available program income prior to requesting reimbursement from the COUNTY, as stated in 45 CFR § 75.305(b)(5). Failure to submit this documentation will prevent the COUNTY from providing reimbursement until requirement is satisfied.

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

42. AGENCY is required to furnish to the COUNTY a Program Income Budget at the start of every grant year. This budget must be comprehensive and reasonable. The COUNTY requires policies and procedures to bill, track and report Program Income.
43. AGENCY must apply a reasonable allocation methodology for the attribution of costs and program income generated by the Ryan White-eligible client that received the service and be able to document the methodology used. AGENCY must expend funds available from program income on allowable expenses before requesting additional cash payment reimbursements for services provided under the terms of this agreement.
44. Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including, but not limited to:
 - PCN 15-03 Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income
 - PCN 18-01 to vigorously pursue enrollment into health care coverage for which their clients may be eligible (e.g., Medicaid, Children's Health Insurance Program (CHIP), Medicare, state-funded HIV programs, employer-sponsored health insurance coverage, and/or other private health insurance) in order to maximize finite Ryan White HIV/AIDS Program (RWHAP) grant resources.
 - PCN 16-02 Eligible Individuals & Allowable Uses of Funds for Discretely Defined Categories of Services regarding eligible individuals and the description of allowable service categories for Ryan White HIV/AIDS Program and program guidance for implementation.
 - PCN 15-02 RWHAP expectations for clinical quality management (CQM) programs.
 - PCN 16-01 RWHAP recipients may not deny the delivery of RWHAP services, including prescription drugs, to a veteran who is eligible to receive RWHAP services. RWHAP recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive RWHAP services.
45. AGENCY must have a system in place to document time and effort for direct program staff supported by RWHAP funds and must submit a written time and effort reporting policy to the COUNTY. The policy must adhere to 45 CFR 75.430. Time and effort reporting will be monitored periodically by the COUNTY.
46. AGENCY must ensure it tracks expenditure data through this award for services provided for women, infants, children and youth (WICY) living with HIV/AIDS. Expenditure data for each grant period (March 1-February 28) must be tracked separately for each WICY priority population, and reported annually to Recipient no later than April 30.
47. AGENCIES that purchase, are reimbursed, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the AGENCY and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found on the HRSA 340B Drug Pricing Program website at www.hrsa.gov/opa/. Funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program (ADAP) and/or for drugs that are not on the State ADAP or Medicaid formulary.

48. Agencies that are providers of services available in the Medicaid State Plan must enter into a participation agreement under the State Plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
49. AGENCY must comply with information contained in EXHIBIT G (Subaward Data).
50. AGENCY must submit quarterly the Cash Flow Commitment Statement (**EXHIBIT D**) along with the following financial statements:
 - a. Statement of Cash Flows
 - b. Statement of Activities
 - c. Statement of Financial Position
51. AGENCIES that employ 15 or more people are expected to comply with Title VI, which states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
52. AGENCY may provide staff with the appropriate training according to staff qualifications in compliance with Section 760.10, Florida Statutes, as may be amended, in the following areas:
 - Racial Equity
 - Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency
 - Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI)
 - Cultural Humility
53. AGENCIES with utilization variances of twenty percent (20%) higher or lower than numbers reported on the implementation plans, when compared to final utilization report for each service category, shall submit written justification for the variance at the time the reports are submitted.
54. AGENCY will be provided a budget of \$3,000 plus one percent (1%) of total award amount for both Part A and MAI, to a maximum amount of \$10,000, which amount is included in the total agreement amount stated in ARTICLE 5 above, for purposes of supporting a Continuous Quality Management (CQM) Program. Recipient's Quality Management Program must approve proposed CQM plan prior to Agency initiating work. If approved, the CQM program will have its own budget line. Reimbursements for this category will be submitted in the same manner as all other categories.
55. AGENCY may request advanced payment for services rendered in accordance to agreement terms. Department of Health Resources & Services Administration (HRSA) guidelines, and the Ryan White Part A Agency Reimbursement Policy. The County shall pay to the AGENCY, as an advance payment 1/12 of their eligible contracted service category budget as approved by Palm Beach County for eligible services to be provided.
56. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
57. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and

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

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

TO: ALL COMMUNITY SERVICES PERSONNEL

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

PREPARED BY: DR. CASEY MESSER, PROGRAM MANAGER

SUBJECT: ENDING THE HIV EPIDEMIC MOBILE HEALTH CLINICS

PPM#: RW-O-005

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

PURPOSE:

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

UPDATES:

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

DEFINITIONS:

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

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

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

POLICY:

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

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

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

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

PROCEDURES:

Reservations & Scheduling

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

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

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

Operation of the MHC

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

Equipment & Supplies

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

Training

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

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

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

Mobile Health Clinic Maintenance

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

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

Safety & Security

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

Primary
810 Datura Street
West Palm Beach, FL 33401

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

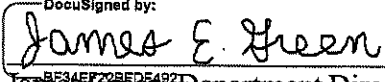
2. Black/Grey Tank Waste Dumping Station. The following two (2) locations are the sole locations authorized for Black/Grey Tank Waste Dumping:

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

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

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

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

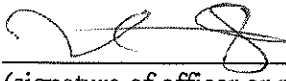
DocuSigned by:

James Green, Department Director
Community Services Department

Supersession History:

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

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

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



(signature of officer or representative)

Michael Weinstein

(printed name of officer or representative)

State of Florida, County of Palm Beach

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

Personally known OR produced identification .

See attached..

Type of identification produced _____.

NOTARY PUBLIC

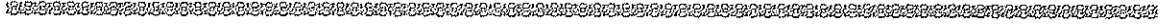
My Commission Expires:

State of Florida at large

(Notary Seal)

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on

this 18th day of June, 2024, by
Date Month Year

(1) Michael Weinstein

(and (2) _____),
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

Signature
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



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

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

Table with 2 main sections: PRODUCER (USI Insurance Services, LLC) and INSURED (AIDS Healthcare Foundation). Includes contact info for Lisa Renee Hedrick and a list of insurers (Continental Casualty, Endurance American Specialty, Columbia Casualty, TDC National Assurance, National Union Fire).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages: A Commercial General Liability, B Claims-Made, A Automobile Liability, C Umbrella Liability, B Excess Liability, D Managed Care EO, E DNO/EPL/FID, B Med Prof Liab. Includes policy numbers, effective/expiration dates, and limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The general and auto liability policies include automatic Additional Insured/Waiver of Subrogation/Primary and Non-Contributory endorsements that provide such status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed by or on behalf of the named insured. The Medical Professional Liability policy affords additional insured status when required by written contract for work (See Attached Descriptions)

Table with 2 columns: CERTIFICATE HOLDER (Palm Beach County Insurance Compliance) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).

DESCRIPTIONS (Continued from Page 1)

performed by or on behalf of the named insured.

RE: Ryan White Funding The general and auto liability policies include automatic Additional Insured/Primary and Non Contributory/Waiver of Subrogation endorsements that provide such status to Palm Beach County Board of county Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2023

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

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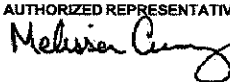
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Kimberly Kleinman PHONE (A/C, No, Ext): 818.539.8619 FAX (A/C, No): 818.539.8719 E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com
	INSURER(S) AFFORDING COVERAGE
License#: 0D69293 AIDSHEA-01	INSURER A: Safety National Casualty Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED AIDS Healthcare Foundation 6255 W Sunset Blvd, 21st Floor Los Angeles, CA 90028	NAIC # 15105

COVERAGES **CERTIFICATE NUMBER:** 181404001 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			PRP4064417	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

DATE (MM/DD/YYYY)

12/27/2023

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203 License#: OD69293 AIDSHEA-01	CONTACT NAME: Kimberly Kleinman PHONE (A/C, No., Ext): 818.539.8619 FAX (A/C, No.): 818.539.8719 E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 1692050341 **REVISION NUMBER:**

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

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PRP4064417	1/1/2024	1/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 75%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
X	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$ 1,000,000																				
	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																				
	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Ref No: DX00000882.

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

DATE (MM/DD/YYYY)

12/27/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203 License#: 0D69293 AIDSHEA-01		CONTACT NAME: Kimberly Kleinman PHONE (A/C, No, Ext): 818.539.8619 FAX (A/C, No): 818.539.8719 E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Safety National Casualty Corporation	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 15105	

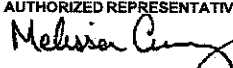
COVERAGES **CERTIFICATE NUMBER:** 741949845 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PRP4064417	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners C/O Special Events Department 2700 6TH Avenue South Lake Worth FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2023

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203 License#: 0D69293 AIDSHEA-01	CONTACT NAME: Kimberly Kleinman PHONE (A/C, No, Ext): 818.539.8619 E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com	FAX (A/C, No): 818.539.8719
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Safety National Casualty Corporation	NAIC # 15105
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 535830508 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PRP4064417	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ITS Account # PLC2025

CERTIFICATE HOLDER Palm Beach County C/O Insurance Tracking P.O. Box 20270 Long Beach CA 90801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2023

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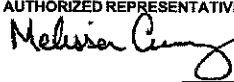
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203 License#: 0D69293 AIDSHEA-01	CONTACT NAME: Kimberly Kleinman PHONE (A/C, No, Ext): 818.539.8619 FAX (A/C, No): 818.539.8719 E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Safety National Casualty Corporation	15105	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Safety National Casualty Corporation	15105																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** 1876160741 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PRP4064417	1/1/2024	1/1/2025	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ITS Account # PLC1796

CERTIFICATE HOLDER Palm Beach County C/O Insurance Tracking P.O. Box 20270 Long Beach CA 90801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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