

Palm Beach County Board of County Commissioners



NOTICE OF FUNDING OPPORTUNITY (NOFO) INFORMATION GUIDANCE

U.S. Department of Health and Human Services
RYAN WHITE HIV/AIDS PROGRAM (RWHAP)
MINORITY AIDS INITIATIVE (MAI)
GY 2020 (September 2020 through February, 2021)

Release Date: Monday, June 15, 2020
Application Due Date: Monday, June 29, 2020 by 12:00 p.m. (Noon)

Community Services Department (CSD)
Ryan White HIV/AIDS Program (RWHAP)
Dr. Casey Messer
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West Palm Beach, Florida 33401

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RYAN WHITE HIV/AIDS PROGRAM (RWHAP) – MINORITY AIDS INITIATIVE (MAI) NOTICE OF FUNDING OPPORTUNITY (NOFO)

Overview

The Palm Beach County Board of County Commissioners (BCC) Community Services Department (CSD), Ryan White HIV/AIDS Program (RWHAP), hereinafter referred to as the “Recipient,” is requesting proposals from qualified governmental and non-profit entities, hereinafter referred to as the “Proposer,” to provide services to persons living with HIV. Services to be contracted will be funded under the Minority AIDS Initiative (MAI) and will include ***Core Medical Service***: Early Intervention Services (EIS); and ***Support Services***: Non-Medical Case Management-Supportive (NMCM-Supportive), and Psychosocial Support Services.

Palm Beach County (PBC) Community Services Department (CSD) Ryan White HIV/AIDS Program (RWHAP) receives RWHAP funds from the U.S. Department of Health and Human Services (HHS) Health Resources and Services Administration (HRSA) annually under the Ryan White Treatment Extension Act of 2009. This legislation represents the largest dollar investment made by the federal government specifically for the provision of core medical and support services for low-income persons living with HIV. The purpose of the Act is to improve the quality and availability of care for individuals living with HIV and their families, and to establish services for persons living with HIV who would otherwise have no access to health care.

In addition, on February 24, 2020, PBC HIV Care Council, the local group of HIV/AIDS stakeholders, including PLWHA, tasked with determining service priorities and allocating HRSA’s RWHAP dollars accordingly, allocated MAI funds towards the following service categories: EIS, NMCM-Supportive, and Psychosocial Support Services, with the Psychosocial Support Services funds being one hundred (100) percent directed to peer navigation services targeted at engagement of Haitian individuals living with HIV.

Eligible Agencies that meet the requirements of this Notice of Funding Opportunity are invited to submit application packages that meet the requirements of this NOFO to CSD.

Eligible Agency Applicants for RWHAP MAI funds must complete and submit an application package as defined below to the CSD NOFO submission website by **12:00 pm (Noon), Monday, June 29, 2020**. Application packages must be submitted to:

<https://pbcc.samis.io/go/nofo/>

No application will be accepted after the deadline.

MAI Background

MAI funding shall be used to address health disparities and health inequalities among racial or ethnic minority populations of persons living with HIV, such as Black/African Americans, Black Haitians, and Hispanics.

As instructed by HRSA, MAI funds address the unique barriers and challenges faced by hard-to-reach, disproportionately-impacted minorities within the eligible metropolitan area (EMA). MAI funded services shall be consistent with the epidemiologic data and the needs of the community and be culturally appropriate. MAI funded services shall use population-tailored, innovative approaches or interventions that differ from the usual service methodologies and that specifically address the unique needs of targeted sub-groups.

The overarching goal of the MAI program is to improve health outcomes by preventing transmission or slowing disease progression for disproportionately impacted communities by:

- Getting persons living with HIV/AIDS into care at an earlier stage in their illness;
- Assuring access to treatments that are consistent with established standards of care; and
- Helping individuals to remain in care.

Organizations funded to provide MAI services must also meet the following criteria:

- Are located in or near to the targeted community they are intending to serve.
- Have a documented history of providing services to the targeted communities.
- Have documented linkages to the targeted populations so that they can help close the gap in access to service for highly impacted minority communities.
- Provide services in a manner that is culturally and linguistically appropriate.
- Demonstrate understanding of the importance of cross-cultural and language appropriate communications and general health literacy issues in an integrated approach. Demonstrate how this will develop the skills and abilities needed by HRSA-funded providers and staff to effectively deliver the best quality health care to the diverse populations being served.

Providers must clearly specify the target population/s to be served within the designated client data management information system. The following data shall be tracked and maintained for each minority population served under MAI:

- Dollars expended
- Number of unduplicated clients served
- Units of service overall and by race/ethnicity and WICY (women, infants, children and youth)
- Client-level outcomes

Available Funding

Total Available Funding: \$184,979

Early Intervention Services: \$112,518
Non-Medical Case Management – Supportive: \$48,730
Psychosocial Support Services: \$23,731

Agency Applicants will have the opportunity to apply for future RWHAP Part A and MAI funding.

Agency Applicant Eligibility

To be considered for funding, Agency Applicants **MUST** meet the following criteria:

- Agency must become a Provide Enterprise (PE) user within seven (7) business days
- Agency must become a member of the Coordinated Services Network within seven (7) business days
- Agency must have experience in providing HIV/AIDS services
- Agency must have the capacity to serve clients immediately
- Agency must have sufficient funds to serve clients (cost reimbursement grant)
- Agency must comply with County's standard terms and conditions (attached)
- Agency must be able to execute a contract by September 1, 2020
- Agency must meet June 29, 2020 application deadline

Timeline

Description	Due Date
Release of NOFO	06/15/20
Applications due to CSD	06/29/20
Review of Applications	07/07/20
Funding Decision	07/10/20
Deadline to Submit a Grievance	07/27/20
Agencies Receive Final Contracts	07/31/20
Executed Contracts Returned to CSD	08/07/20
Effective Date of Contract	09/01/20
Term of Contract	09/01/2020 – 02/28/2021

Cone of Silence

This NOFO includes a Cone of Silence. Applicants will be advised of the ***Lobbying "Cone of Silence"*** and are advised that the "[Palm Beach County Lobbyist Registration Ordinance](#)" ([Ordinance](#)) is in effect. "Cone of Silence" refers to a prohibition on any non- written communication regarding this NOFO between any Applicant or Applicant's representative and any County Commissioner or

Commissioner's staff or any employee authorized to act on behalf of the Commission to award a contract. An Applicant's representative shall include but not be limited to the Applicant's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the BCC awards or approves a contract, rejects all proposals or otherwise takes action that ends the solicitation process.

Service Description

Proposer's services must align with the Ryan White Part A Program, Fiscal, and Universal monitoring standards, and the National CLAS Standards, which can be found here:

- <https://hab.hrsa.gov/program-grants-management/ryan-white-hiv-aids-program-recipient-resources>
- <https://thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStandards.pdf>

Early Intervention Services

1 Unit = 15 Minutes of Service

Description:

The RWHAP legislation defines EIS for Parts A, B, and C. See 42 USC 300ff-51(e).

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 MAI recipients should be aware of programmatic expectations that stipulate the allocation of funds into specific service categories.

- HRSA RWHAP Parts A and B 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

Non-Medical Case Management Services - Services

1 Unit = 15 Minutes of Service

Description:

Non-Medical Case Management Services (NMCM) is the provision of a range of client-centered activities focused on improving access to and retention in needed core medical and support services. NMCM provides 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, such as Medicaid, Children's Health Insurance Program, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, Department of Labor or Education-funded services, other state or local health care and supportive services, or private health care coverage plans. NMCM Services includes all types of case management encounters (e.g., face-to-face, telehealth, 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
- Client-specific advocacy and/or review of utilization of services
- 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:

NMCM Services have as their objective providing coordination, guidance and assistance in improving access to and retention in needed medical and support services to mitigate and eliminate barriers to HIV care services, whereas Medical Case Management Services have as their objective improving health care outcomes.

Psychosocial Support Services

1 Unit = 15 Minutes of Service

Description:

Psychosocial Support Services provide group or individual support and counseling services to assist HRSA RWHAP-eligible PLWH to address behavioral and physical health concerns. Activities provided under the Psychosocial Support Services may include:

- Bereavement counseling
- Caregiver/respite support (HRSA RWHAP Part D)
- 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:

One hundred percent of the funds under Psychosocial Support Services will be reserved for peer navigation services targeted at engagement of Haitian individuals living with HIV.

Funds under this service category may not be used to provide nutritional supplements.

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

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

For HRSA RWHAP Part D recipients, outpatient mental health services provided to affected clients (people not identified with HIV) should be reported as Psychosocial Support Services; this is generally only a permissible expense under HRSA RWHAP Part D.

Contents of Application

Complete the following questions and corresponding templates, and upload requested documents in the online application.

RWHAP Proposal Cover Sheet

Include on the [RWHAP Proposal Cover Sheet](#) the service(s) proposed to be provided and the amount of funds being requested to provide the service(s). This form must be signed by an officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The Proposer's email address must be included on the Proposal Cover Sheet.

SunBiz Form

Provide a print out of the Detail by Entity Name page from the Florida Department of State, Division of Corporations at [**www.sunbiz.org**](http://www.sunbiz.org) dated within twelve (12) months of the due date of this Proposal/Application, identifying the Proposer's status as "active". Please note that a copy of the **Articles of Incorporation** or any similar document does not meet the requirements of this section. This does not apply to Public Entities.

IRS Letter

Provide proof of non-profit status. A copy of Proposer's 501c(3) IRS Letter must be included. This does not apply to Public Entities.

Grievance Policy

Provide Proposer's grievance policy and any grievance form(s) to be used by clients(s). Combine policy and forms in one PDF document to upload.

A. Organizational Capacity (30 Points)

1. Description of Organization

Provide brief description of proposing organization, including:

- Years of operation;
- Experience administering government funds;
- Mission statement;
- Any major changes that have taken place, including achievements and progress that have been made;
- List the full range of services that your organization currently provides. If your organization is part of a multi-program organization, provide a description of the parent organization and its involvement in the ongoing operation of your organization.

2. Experience with Minority HIV Population

Describe your organization's history of providing services to racial/ethnic minority persons with HIV. Indicate the approximate number of unduplicated racial/ethnic minority clients served annually over the past five years. Please provide this information specifically for the Palm Beach County area.

3. Cultural Competence/Humility

Describe your organization's guiding principles and standards addressing Cultural Competence/Humility. Describe your organization's capabilities to respond to racial/ethnic minority client groups and to their needs, demonstrating Cultural Competence/Humility in care planning for clients. Additionally, describe your organization's professional development standards/staff training requirements to ensure Cultural Competence/Humility in service delivery. Please highlight how these activities are reflective of CLAS standards.

4. Racial Equity

What steps has your agency taken or plans to take in order to establish, develop or continue policies, practices, and procedures that increase racial equity in the following areas: Training, hiring and retention, board development, community engagement and partnerships, and other organizational work?

5. Trauma-Informed Care

Describe your agency's ability to provide services using a trauma-informed approach. Please include training or certification in trauma-informed care and motivational interviewing practices that your staff has undertaken.

6. Eligibility Criteria

Describe how the organization ensures eligibility criteria are followed. If the Proposer is requesting funding for core medical services, describe processes in place to assure that third-party insurance coverage is verified at point of service. Also describe how changes to third-party insurance coverage is communicated to eligibility staff and how changes in client eligibility are or will be documented in the Ryan White client data system (Provide Enterprise).

7. Consumer Publicity

Describe the ways in which the organization publicizes its program(s) to racial/ethnic minority consumers, (i.e. social media, newsletters, radio, television or primarily word of mouth), and the

availability of its programs and services and other service providers. If proposing new or expanded services, describe how the number of racial/ethnic minority clients served will increase to match the proposed level and cost of service.

8. HIPAA

Describe how the organization is complying with the Health Insurance Portability and Accountability Act (HIPAA). Please detail your agency's efforts to comply with HIPAA regulations to the extent that such regulations are applicable to your agency. If your agency does not provide services that fall under HIPAA Privacy Rules, please provide a statement to that effect.

9. Corrective Action

Please indicate whether or not your organization has been placed on Corrective Action by the Palm Beach County Community Services Department at any time over the past three (3) years. If your organization has been placed on Corrective Action please describe the issues and resolution.

10. Demographics

Describe your organization's history of providing services to racial/ethnic minority persons living with HIV. Indicate the approximate number of unduplicated clients served annually over the past five years. Please provide this information specifically for Palm Beach County.

11. Priority Populations

Describe the community/geographic area(s), and socio-demographics, including housing status, HIV risk factors, and socio-economic status of your priority racial/ethnic minority population.

12. Partnerships

Describe any collaboration, referral agreements, or linkage and/or co-linkage agreements that have been newly developed or renewed, specifically for this project or how your organization intends to handle such needs.

13. Provide Enterprise (PE)

Is the applicant an existing user of the Provide Enterprise (PE) data management information system? Select Yes or No.

14. Service Sites

Use the REQUIRED [RWHAP-MAI Current-Proposed Site Location](#) Template to provide current or proposed service locations for the proposed services.

15. Agency Demographics

Use the REQUIRED [RWHAP-MAI Agency Demographics](#) Template to provide the agency demographics.

16. Sliding Fee Scale Policy

Provide the organization's Sliding Fee Scale Policy and include the process to track charges and payments and how revenue will be used to enhance and support the proposed service.

B. Service Categories (50 Points)

Click “New Entry” to complete this section.

17. Service Category

Select the Service Category: Early Intervention Services, Non-Medical Case Management-Support, Psychosocial Support Services

18. Early Identification of Minority PLWHA

Describe the organization’s knowledge, involvement and activities with the early identification of racial/ethnic minority individuals with HIV/AIDS (EIIHA) efforts within Palm Beach County. This includes efforts to link racial/ethnic minority clients who are aware of their HIV status to medical and support services, as well as any efforts to make racial/ethnic minority people aware of their HIV status.

19. Service Barriers

Explain specific barriers to the provision of services that exist in the population and area(s) proposed to be served (e.g., confidentiality and geographic barriers to services). Address how your agency plans to reduce or alleviate these barriers, and your plans to ensure racial/ethnic minority client access to the services that will be provided.

20. Work Plan

Use the REQUIRED [RW-MAI GY 2020 Implementation Plan](#) Template to provide a work plan for each requested service category, indicating projected number of clients served, units of service and health outcomes.

21. Work Plan Explanation

If Proposer is projecting an increase in the number of clients to be served from the prior year or establishing a new service category for the organization, provide a detailed explanation of how the agency will implement the service and secure the number of clients projected in the work plan. Justification must be provided to support the funding being requested.

22. Inclusivity

Describe how your agency is (or is working to become more) inclusive and equitable in terms of internal practices and programming, and in terms of external partnerships and within the community ensure racial/ethnic minority equitable access to services.

23. Access to Services Impacts

Describe any anticipated impacts the proposed services will have on access to services in the Ryan White system of care, and measures to overcome any barriers racial/ethnic minority clients may experience in accessing care.

24. Improvement to System

Describe how the proposed services will be an improvement over the existing system of care.

25. Funding - Prioritizing Clients

Where available funds are insufficient to meet client demand, provide the agency’s method of prioritizing racial/ethnic minority clients to receive the service.

26. Early Intervention Services

Early Intervention Services Request Only

For Proposers requesting funds for HIV testing under the Early Intervention Services service category, provide justification and evidence that MAI-funded testing services are not duplicative of other available testing resources. Provide evidence of a lack of available testing resources to justify funds under MAI.

After Saving, Go To

Select Add New [RW-MAI GY 2020 – Service Category] to add another service category or Modify Page to continue the application. You will be taken to the beginning of the application.

C. Budget (20 Points)

27. Service Category Budgets

Proposers **MUST** submit a line item budget using the categories below for a separate budget for each Service

Category the Proposer is requesting.

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other (Identify)

Failure to submit the budget for each Service Category proposed will DISQUALIFY submittals from further consideration.

- Salary cost must be computed on the total days in the funding period requested in the proposal.
- For fringe benefits expenses, indicate on budget the formulas used to calculate the amounts.
- The line item budget(s) must include all program and administrative related expenses for which funds are being requested.
- Providers must have sufficient financial resources to meet the expenses incurred during the period between the service delivery and payment by the County. It is anticipated that the County will reimburse for services rendered within eight (8) weeks of the receipt of invoices, deemed correct and acceptable by the County.
- Administrative expenses of up to 10% of allowable program costs in every category, but these must be specifically delineated, allowable and justified in the application.
- Identify other funding sources for projects within the service proposal, as well as the total agency budget.
- Total revenue cannot be more than actual expenses and shall be reconciled at the end of year.

Use the [**RWHAP-MAI GY 2020 Budget Narrative**](#) Template to provide the program budget for each service category proposed. Each program page in the Excel Workbook shall be named and associated

with a proposed service category. Each service category is its own page but only one Excel Workbook shall be uploaded.

28. Budget Narrative Justification

Proposers **MUST** submit a budget narrative justification, using the categories below for a separate budget for each Service Category the Proposer is requesting.

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other (Identify)

Allocation of cost must be supported with a written explanation of the methodology used to arrive at the percentage allocation or a copy of an allocation plan for the Agency. If services being proposed for Ryan White funding receive support from other sources, indicate how these other funds will not duplicate services being requested from Ryan White. If Proposer receives revenue from Palm Beach County-located operations through the 340B Program (HRSA, Office of Pharmacy Affairs), provide a detailed explanation of how this revenue is reinvested in the Proposer's agency operations. This should include a revenue history for the last three years, indicating specific areas where these funds have been budgeted.

- Administrative expenses of up to 10% of allowable program costs in every category, but these must be specifically delineated, allowable, and justified in the application.
- Identify other funding sources for projects within the service proposal.

29. Total Agency Budget

Proposers **MUST** submit a line item budget for the Total Agency Budget.

- Personnel
- Fringe Benefits
- Travel
- Equipment
- Supplies
- Contractual
- Other (Identify)

Identify other funding sources for the total agency budget.

Please upload Proposer's total agency budget.

30. Experience With RWHAP Funds

Does the applicant have experience providing the specific service(s) for which they are requesting RWHAP MAI funds?

31. Expend RWHAP Funds

If Yes, in Grant Year 2019, did the applicant expend at least 95% of RWHAP awarded funds in all service categories for which funding is being requested?

32. Expending RWHAP Funding

If no, how will applicant ensure that the RWHAP MAI funding supports the needs of the community at a level that utilizes the full amount of awarded funding?

33. Cash Flow

Can applicant maintain 30-day cash flow?

Grievance Process

Applicant that is aggrieved in connection with deviations from the established contracting and awards PROCESS, or deviations from the established PROCESS for any subsequent changes to the selection of contractors or awards, may initiate a grievance. The grievance shall relate only to a determination regarding the Applicant's eligibility, or the PROCESS utilized in arriving at recommended awards. Applicant may not initiate a grievance concerning the recommended award amounts. Within fifteen (15) business days of the CSD RWHAP's announcement of the recommended awards, Applicants who wishes to initiate a grievance must transmit by mail or email a written [Grievance Notice Form](#) contained in this document to the CSD Director. The Grievance Notice Form must be in writing, must identify the grieving Applicant, and must contain a detailed statement of the alleged deviation, including how the Applicant was directly affected and what remedy the Applicant seeks. The grievance is considered filed when it is received by the CSD Director. An untimely filed Grievance Notice Form will not be referred to a special master.

Funding of Contracts While a Grievance is in Process

Due to the stringent time frames associated with administration of RWHAP grant funds, and to ensure the provision of HIV-related services while a grievance is in process, BCC will implement its funding decision according to its original recommended awards while a grievance is in process. Remedies sought through the grievance procedure are limited to prospective remedies, and are not applied retroactively.

Special Magistrate

Within ten (10) business days of receipt of a timely filed Grievance Notice Form, and if the grievance cannot be resolved by CSD through informal means, the grievance will be referred to a county-designated special magistrate who shall have jurisdiction and authority to hear grievances and render a non-binding determination. The special magistrate shall state in writing any conflicts of interest that exist between the special magistrate and the parties.

Conduct of Special Magistrate Hearing

CSD shall notify the grieving Applicant by regular mail and/or email of the time, date, and location of the scheduled special magistrate hearing at least fifteen (15) business days before the hearing date. All hearings shall be open to the public and a record shall be kept of all hearings. CSD and RWHAP

representatives, and the grieving Applicant shall be entitled to appear as parties at the hearing, submit evidence, and present testimony of witnesses.

A party may request a postponement or continuance of a scheduled hearing by filing a written request with the CSD Director at least five (5) business days before the scheduled hearing. The request must contain the party's reasons for making the request. The CSD Director shall have sole discretion to grant or deny the party's request. The formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Irrelevant, immaterial or unduly repetitious evidence as determined by the special magistrate may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of the state. Any part of the evidence may be received in written form.

The hearing shall be concluded after the parties in attendance have had an opportunity to present their case, and the special magistrate shall have five (5) business days from the day of the hearing to render a non-binding determination regarding the grievance and any recommended prospective remedy.

If the grieving Applicant and CSD are not able to resolve the grievance by accepting the non-binding determination, the grieving Applicant may file a Request for Binding Arbitration Form within five (5) business days from the date of the special magistrate's non-binding determination.

Binding Arbitration

After exhausting the special magistrate hearing procedure, if attempts to resolve a grievance have not resulted in a solution acceptable to both parties, eligible Applicants may request Binding Arbitration. Such requests must be submitted to the CSD Director within five (5) business days from the date of the special magistrate's non-binding determination on the [Request for Binding Arbitration Form](#), a copy of which is contained in this document. If a Request for Binding Arbitration Form is not received by the CSD Director within five (5) business days of the date of the special magistrate's non-binding determination, the grieving Applicant will have waived all further rights to grieve the process used in contractor selections and awards.

The Applicant must agree to pay one-half of the total cost of arbitration when submitting a Request for Binding Arbitration Form. Within three (3) business days of receiving the Form, the CSD Director will provide the Applicant with the names of two disinterested arbitrators from the Palm Beach County Alternative Dispute Resolution Office. Within three (3) business days of receipt of those names, the Applicant must choose one of the two arbitrators and advise the CSD Director of the Applicant's choice. If the parties are unable to agree on the selection of an arbitrator, the CSD Director will select an arbitrator.

Within five (5) business days of appointment, the arbitrator will contact the grieving Applicant and the CSD Director and agree on a day, time, and location of the arbitration meeting. The arbitrator shall review all correspondence, records, or documentation related to the process of the funding decision that is the subject of the grievance, and conduct any further interviews or investigations as are necessary to resolve the grievance. Within twenty (20) business days of appointment, the arbitrator will deliver to the CSD Director and the grieving Applicant an Arbitration Decision summarizing findings of fact and resolving the grievance. The Applicant shall have no further remedies after rendition of the Arbitration Decision. The Arbitration Decision will be final.

RWHAP- PROPOSAL COVER PAGE

PROPOSAL COVER SHEET

Full, Legal Name or Organization	Local Address of Organization

Telephone Number	Fax Number

Name of Contact	Telephone Number

Primary Contact Email Address

Proposed Service(s)	Total Request (\$)	Proposed Service(s)	Total Request (\$)

I certify that all of the information contained in this proposal is true and accurate. I further understand that material omission or false information contained in this proposal constitute grounds for disqualification of the Proposer(s) and this proposal.

Signature	Typed Name	Title	Date

Sworn to and subscribed before me this
 _____ day of _____, 2020

NOTARY PUBLIC, State of Florida
 at Large

RWHAP- MAI CURRENT & PROPOSED SITE LOCATION

Appendix 4

Current/Proposed Service Site Location

Organization Name: _____

CURRENT SERVICE SITE LOCATION

Provide information about the current and proposed service sites of the organization. Delineate the services provided at each site. Indicate what services and sites are current and proposed.

#	Name of the Site	Location (address)	List of Service Provided at this site	C=Current P=Proposed
1				
2				
3				
4				
5				
6				
7				

RWHAP-MAI AGENCY DEMOGRAPHICS

Appendix 8

Agency Demographics Form

FOR MAI PROPOSALS ONLY

Organization Name: _____

	TOTAL AGENCY						HIV/AIDS Direct Services					
	BOARD OF DIRECTORS		STAFF		UNDUPLICATED CLIENTS		STAFF		UNDUPLICATED CLIENTS		OTHER VOLUNTEERS	
	#	%	#	%	#	%	#	%	#	%	#	%
White, not Hispanic												
Black, not Hispanic												
Haitian												
Hispanic												
Asian/Pacific Islander												
American Indian/Alaska Native												
Not Specified												
TOTAL MINORITY												
TOTAL WHITE												
TOTAL WOMEN												
TOTAL MEN												
Gay/Lesbian/Bisexual*												
PWHIV/PWA*												

* Give the number of persons on our Board of Directors and HIV/AIDS program staff who openly self-identify as such

RWHAP-MAI GY 2020 IMPLEMENTATION PLAN

CARES Act Ryan White Part A Implementation Plan: Service Category Table				Exhibit A-3
Agency Name:				
Fiscal Year: 2020	Service Category:			
	Total Request:***			
Service Category Goal: Provide financial assistance for eligible HIV+ cits to maintain ...				
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 the project period...				
HAB/HHS Performance Measure:	Retention in HIV Medical Care			
	Baseline (%)	75		
	Target (%)	80		

***Total Requested Amount is subject to change

RWHAP-MAI GY 2020 BUDGET NARRATIVE

BUDGET SUMMARY-MINORITY AIDS INITIATIVE	
SUB RECIPIENT:	
GRANT YEAR: 2020	
Ryan White Funding	
Object Class Categories	Total Budget
a. Personnel	\$ -
b. Fringe Benefits	-
c. Travel	-
d. Supplies	-
e. Contractual	-
f. Construction	-
g. Direct Assistance to Clients	-
Direct Charges	-
Indirect Charges	-
TOTALS	\$ -

Total Contract Amount

0

[illegible]

SUB RECIPIENT:
PSYCHOSOCIAL SUPPORT SERVICES
GRANT YEAR: 2020

[illegible]

RYAN WHITE HIV/AIDS PROGRAM (RWHAP) GRIEVANCE NOTICE FORMS

Grievance Notice Form

**Palm Beach County Board of County Commissioners
RWHAP MAI NOFO**

Grievances may be filed by an entity submitting a NOFO (Applicant) that is aggrieved in connection with:

- Deviations from the established contracting and awards PROCESS; and
- Deviations from the established PROCESS for any subsequent changes to the selection of contractors or awards.

The procedures that will govern the handling of this grievance are contained in the Palm Beach County Board of County Commissioners (BCC) RWHAP Part A - CV NOFO Guidance.

If a Proposer wishes to file a grievance with the RWHAP, this Grievance Notice Form must be completed, submitted, and received by the Community Services Department Director within fifteen (15) business days of the date that recommended awards are announced. Proposers will be contacted within ten (10) business days of the receipt of this form. There are no administrative fees associated with filing this grievance.

When completed, submit this Grievance Notice Form via mail or email to:

Mr. James Green, Director
Department of Community Services
810 Datura Street, First Floor
West Palm Beach, Florida 33401
PBC-RWANOFO@pbcgov.org

Entity Filing Grievance:

Which process was allegedly deviated from?

Describe in detail the alleged deviation, including how you were directly affected and what remedy you seek (add additional pages as needed):

SIGNATURE	DATE
-----------	------

PRINT NAME

Request for Binding Arbitration Form

Palm Beach County Board of County Commissioners RWHAP MAI NOFO

The following entity: _____ requests binding arbitration to resolve the grievance it initiated. Binding arbitration may be used to resolve grievances involving only:

- Deviations from the established contracting and awards PROCESS; and
- Deviations from the established PROCESS for any subsequent changes to the selection of contractors or awards.

The procedures that will govern the handling of this grievance are contained in the Palm Beach County Board of County Commissioners (BCC) RWHAP Part A- CV NOFO Guidance.

If you wish to request binding arbitration in connection with a grievance, this form must be completed, submitted, and received by the Community Services Department Director within five (5) business days from the date of the special magistrate's non-binding determination. Once the parties agree on an arbitrator, arbitration will be scheduled by the arbitrator at a mutually convenient time. By signing below, you agree to pay one-half of the total cost of arbitration.

When completed, submit this Request for Binding Arbitration Form via mail or email to:

Mr. James Green, Director
Department of Community Services
810 Datura Street, First Floor
West Palm Beach, Florida 33401
PBC-RWANOFO@pbcgov.org

I, _____, (individual's name), signing below on behalf of

_____ (entity's name), agree to pay one-half of the total cost of arbitration to be held in connection with this Request for Binding Arbitration. I further understand that the decision of the arbitrator will be final, and the entity will have no further remedies after rendition of the arbitrator's order. The undersigned states that s/he is the CFO or other individual dually authorized to sign this type of document on behalf of the above-named entity.

SIGNATURE

DATE

PRINT NAME

PALM BEACH COUNTY COMMUNITY SERVICES DEPARTMENT STANDARD TERMS AND CONDITIONS FOR FEDERALLY FUNDED AGREEMENTS

****The County may add or modify terms and conditions at time of Agreement at the sole discretion of the County. ****

SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Work Plan and Unit of Service Rate and Definition. The AGENCY also agrees to provide deliverables, including reports, as specified under Programmatic Requirements. 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.

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 SuperCircular, inclusive of 2 C.F.R. 200.317 – 200.326;; (5) the provisions of the Agreement, including Exhibit A; (6) Sub-Recipient's quote or proposal; and (7) all other documents, if any, cited herein or incorporated herein by reference.

AVAILABILITY OF FUNDS

The obligations of the COUNTY under the 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 the

TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of the 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 the Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged 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.

AMENDMENTS TO RYAN WHITE AGENCY FUNDING LEVELS

The Agreement may be amended 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 CARE Council.

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 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 delivering additional units of service.

By November 1 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 fill out an unobligated balance worksheet (Exhibit E). Failure to submit this information may result in reductions in future funding.

At any time during the term of the 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, the DEPARTMENT Director or Assistant Director is authorized to decrease the funding amount without the need for an amendment to the 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 the Agreement. All remaining terms and conditions of the Agreement shall remain in full effect throughout the term of the Agreement.

INSURANCE

Prior to execution of the Agreement by the COUNTY, the AGENCY must obtain all insurance required under this article and have such insurance approved by the COUNTY's Risk Management Department.

AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of the Agreement, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

Commercial General Liability AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. AGENCY shall provide this coverage on a primary basis.

Business Automobile Liability AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employers Liability AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.

Professional Liability AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. 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. 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 life of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.

Additional Insured AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement to the policy, then AGENCY shall agree to 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, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such a contract on a pre-loss basis.

Certificate(s) of Insurance No later than the execution of this Agreement, AGENCY shall deliver to the COUNTY's representative as identified in Article 24, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

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

ATTN: Ryan White HIV/AIDS Program Manager

Umbrella or Excess Liability If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Review 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, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

INDEMNIFICATION

To the extent permitted by law, 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.

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.

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 further represents that it has, or will secure at its own expenses, 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.

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 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, 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.

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 herein under shall be performed by the AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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 Sub-contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

SUB-CONTRACTING

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

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

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 the Agreement, the AGENCY represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, 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 sub-contractors, 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 sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the

COUNTY's relevant marketplace in Palm Beach County. The AGENCY 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 sub-contracts.

REMEDIES

The 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.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

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 sub-contracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.

AFFIRMATIVE STEPS must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 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;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 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.

HIRING OF MECHANICS OR LABORERS

For those solicitations and agreements 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 a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

RYAN WHITE 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:

To allow COUNTY through the DEPARTMENT to monitor AGENCY to assure that its goals and conduct as outlined in the Work Plan, , are adhered to. Non-compliance may impact future contract awards and/or funding level.

To maintain service records reflecting and including client intake, service, treatment plan or Agreement and client level data including but not limited to the following: unduplicated client identifier, sex, age, race or ethnicity, mode of HIV transmission, indicators of severe need, and zip code of residence.

To submit quarterly the Cash Flow Commitment Statement along with the following financial statements:

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

To allow COUNTY access to Part A service records for the purpose of contract monitoring of AGENCY service goals and other program Agreement.

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.

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

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 in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Ryan White fund cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis.

That the COUNTY shall be promptly reimbursed by the AGENCY for any funds which are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses. 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.

AGENCY must submit any and all reports to the COUNTY for each individual service as requested; including Grantee databases reports, as well as any AGENCY database reports that might contain Part A client level data and/or Part A fiscal data.

All reports are subject to on-site verification and audit of grantee records. Copies of the required forms will be supplied to the AGENCY. Failure to submit completed reports will constitute a material breach of the Agreement and may result in termination of this Agreement. Agencies must be able to respond to Grantee inquiries. MIS and Data Reports will be monitored during monitoring phase.

AGENCY must comply with Part A, 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. The AGENCY must comply with the Minimum Eligibility Criteria for Palm Beach County for HIV/AIDS Services as approved by the HIV/AIDS CARE Council; Clients receiving Part A services must provide eligibility documentation, including: proof of HIV serostatus, proof of residence, income, and identification of other payer sources, as outlined in the Ryan White eligibility manual;
- b. If the AGENCY receiving Part A 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 Part A services must conform to statutory limitations;
- c. The AGENCY must participate in a community-based continuum of care. A continuum of care is defined as: A comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care;
- d. The AGENCY must comply with the Service Standards of Care, as adopted by the HIV/AIDS CARE Council; and
- e. The AGENCY must participate in Quality Management activities initiated by the DEPARTMENT and the Palm Beach County HIV CARE Council to assess the effectiveness and quality of services (including Standards of Care) delivered through Ryan White HIV/AIDS Treatment

Extension Act of 2009 funding. All agencies are responsible for establishing and maintaining a quality management program that enables the Grantee and HIV CARE Council to monitor disease trends and health status changes for clients living with HIV disease. **AGENCY must track outcomes for each client by, but not limited to:**

- 1. Documentation of clients/patients accessing primary medical care and maintaining adherence to medical appointments**
- 2. Documentation of required lab results, including CD4 and Viral Load results, according to the Grantee and HRSA requirements.**

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 any vendors it enters into a contract with to provide Ryan White HIV/AIDS Treatment Extension Act of 2009 services are expected to participate in quality assurance and evaluation activities.

- f. AGENCY must ensure that clients' eligibility be assessed during the initial eligibility determination, and at least every six (6) months thereafter to ensure that the program only serves eligible clients, and that Ryan White Part A funding is the payer of last resort.
- g. To maintain client records containing evidence of financial screening for benefit and entitlement eligibility every six (6) months; including Medicaid, Medicare (Part D), and documentation of NO other resources; indicating their qualification for Part A services.

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.

AGENCY will not exceed 10% of the contracted amount of this Agreement on allowable administration costs as per Ryan White grant guidelines.

The COUNTY has a requirement to ensure that 75% of all Ryan White funds are spent in Core Medical Service categories and no more than 25% of Ryan White funds are spent on Support Services Categories. The allocations may change with Care Council approval and will be reflected 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 will constitute a material breach of this Agreement and may result in termination of this Agreement.

AGENCY must not expend Ryan White funds received pursuant to this Agreement with any for-profit entity if there is a non-for-profit entity available to provide quality service. Expenditure with a for-

profit entity will require documentation that there were no not-for-profit entities available to provide the quality service.

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 Ryan White Part A funds separately.

AGENCY must comply with the Health Insurance Portability Accountability Act (HIPAA).

AGENCY agrees to the sharing of all data collected pursuant to this Agreement, and must execute a Data Sharing Agreement that provides for sharing all data within the Ryan White Part A client database.

AGENCY must attend all meetings, as required by COUNTY staff and other funded agencies, to develop their respective programs as well as work to develop a comprehensive approach to HIV/AIDS care.

AGENCY must comply with the Health Resources Services Administration (HRSA) Monitoring Standards. The standards are subject to change periodically.

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.
- c. Make payments to recipients of services, except in the form of food or vouchers, or for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in grantee and planning council activities.
- d. Make payments for international travel,
- e. Make payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any State compensation program, insurance policy, Federal or State health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services or the U.S. Department of Veterans Affairs;
- f. AGENCY shall not use funds to make cash payments to intended clients of core medical or support services. This prohibition includes cash incentives and cash intended as payment for RWHAP services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity

(e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Recipients are advised to administer voucher and store gift card programs in a manner which assures that vouchers and gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards.

Note: General use prepaid cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general use prepaid cards, not store gift cards, and therefore are also unallowable.

AGENCY must develop and maintain a current and complete asset inventory list and depreciation schedule for assets purchased directly with Ryan White Part A funds.

AGENCY must have policies in place to monitor any sub-contractor providing services on behalf of the AGENCY paid with Ryan White Part A funds. Sub-contracting contracts shall be documented between an AGENCY and sub-contractor with a signed contract detailing the services to be rendered, length of contract, and payment amounts.

AGENCY is permitted to utilize an indirect cost rate to charge administrative costs provided their plan has been submitted to the COUNTY during the budget process and approved for use.

Disclosure of Incidents:

AGENCY shall inform Funder 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 RYAN WHITE Notification Form 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 RYAN WHITE Clients or any other AGENCY Clients. All of the incidents require that immediate action is taken to protect RYAN WHITE 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 Funder by telephone of all unusual incidents that involved any RYAN WHITE 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 RYAN WHITE 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 RYAN WHITE minor Clients or other AGENCY minor clients. All of the incidents require that immediate action is taken to protect RYAN WHITE 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 funder 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 Funder through the Ryan White Incident Notification Process and follow up with the Ryan White Notification Form (Exhibit D) within fourteen (14) business days of the following:

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

AGENCY must sign and submit the following attachments:

- Attachment 1 – Certificates (Regarding Debarment and Suspension, Drug-Free Workplace, Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke)
- Attachment 2 – Assurance – Non Construction Programs
- Attachment 3 – Assurance of Compliance
- Attachment 4 – Cash Flow Statement

AGENCY must complete the PROVIDE Add/Delete Request Form in the Provide System three (3) business days after a user has been hired or has left the AGENCY.

AGENCY must use CPT (Current Procedural Terminology) and CDT (Current Dental Terminology) Codes in each reimbursement submittal for Oral Health, Specialty Medical Care Services and Ambulatory Outpatient Medical Care Services.

Agencies must read and comply with all HRSA Policy Clarification Notices (PCNs) and Guidance, including but not limited to:

- PCN 18-01 to vigorously pursue enrollment into health care coverage for which their clients may be eligible (e.g., Medicaid, Children's Health Insurance Program (CHIP), Medicare, state-funded HIV programs, employer-sponsored health insurance coverage, and/or other private health insurance) in order to maximize finite 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 sub-recipients may not deny services, including prescription drugs, to a veteran who is eligible to receive RWHAP services.

AGENCY must have a system in place to document time and effort for direct program staff supported by Part A 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 COUNTY staff.

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.

HRSA recipients 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 grantee organization 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 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 and/or for drugs that are not on the State ADAP or Medicaid formulary.

AGENCY shall not use grant funds for:

- Outreach programs which have HIV prevention education as their exclusive purpose, or
 - Broad-scope awareness activities about HIV services that target the general public.
- <http://hab.hrsa.gov/programgrantsmanagement/policynoticesandprogramletters>.

Agencies that are providers of services available in the Medicaid State plan must 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.

RWHAP funds cannot pay for preexposure prophylaxis (PrEP) or nonoccupational PostExposure Prophylaxis (nPEP) as the person using PrEP is not an individual living with HIV and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore such individuals are not eligible for RWHAP funded medications or medical services. RWHAP Parts A and B recipients and sub-recipients may provide some limited services under the EIS service category.

For Agencies that support Specialty Medical Services, Specialty Medical Services can be provided if:

- Client has an HIV related issue that is on the list of conditions on the Palm Beach County Ryan White Program Allowable Medical Conditions List for Specialty Medical Referrals, and
- Client eligibility status is noted on Notice of Eligibility (NOE), and
- The total amount expended on the Client by Ryan White Part A and Part B on specialty services has not exceeded the threshold defined by Grantee, and
- Client has written documentation from health insurance Company indicating disallowance of coverage, if applicable.

For cases that do not meet all of the above criteria, an override request may be made to the Grantee. Disallowed services include, but are not limited to, cosmetic surgery and corrective lenses. All encumbered services shall be lifted within 90 days if not initiated.

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 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, education and outreach materials. 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 AGENCY'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 at <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 <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on AGENCY's website with a hyperlink to the DEPARTMENT and COUNTY website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

Agency must sign Certification Regarding Lobbying –Byrd Anti-Lobbying Amendment and Certification Debarment and.

AGENCY agrees to comply with all provisions of 45 CFR 75 and 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Title 26 HIV Health Care Service Program.

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 as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit C" on 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 which meets the requirements of Sections 11.45 and 216.349, F.S., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 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, 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:

Ryan White HIV/AIDS Program 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 Ryan White HIV/AIDS Program Manager and Financial Analyst.

- 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, F.S. 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. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in Exhibit C, accounting for all funds expended hereunder no later than 30 days from the Grant Year end date.
- g. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.
- h. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

CONFLICT OF INTEREST

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

AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and 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.

DRUG-FREE WORKPLACE

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

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.

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.

Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.

In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Agreement services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, F.S., 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.

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, by any employee who is so convicted or so pleads.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

AMERICANS WITH DISABILITIES (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.

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.

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.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractors and consultants 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 section 287.133(3)(a), Florida Statute.

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 sub-contractors 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.

AGENCY acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under this Contract.

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 sub-contractors 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.

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.

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 which have been created as a part of the AGENCY's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the 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, F.S., 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.

TERMINATION

The 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 sub-contracts 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 Ryan White HIV/AIDS Program is suspended or terminated, this Agreement shall be suspended, the COUNTY may terminate the Agreement in its sole discretion. In the event the Ryan White grant is terminated, the Agreement shall be terminated effective on the date the US Department of Health and Human Services, Health Resources and Services Administration (HRSA) specifies.

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.

MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Work 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 Work 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.

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

Ryan White HIV/AIDS Program Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

<<NAME & TITLE OF AGENCY CONTACT>>
<<AGENCY>>
<<ADDRESS>>
<<CITY, STATE ZIP>>

STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by

a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

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

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

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

SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractors 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 F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), 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.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-agencies 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 F.S. 215.473 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 F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., 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, F.S., 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, F.S., 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, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY's employees, sub-contractors of AGENCY and employees of sub-contractors 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 Resolutions R-201-1470 and R3015-0572, 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 which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY(IES) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its sub-contractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its sub-contractor(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 sub-contractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ENTIRETY OF CONTRACTUAL AGREEMENT

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

The COUNTY and the AGENCY both further agree that the 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 the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

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

DISCRIMINATORY VENDOR LIST

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

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.

FACILITIES/OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises) 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 the Agreement,

DEBARMENT AND SUSPENSION

A completed "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, sub-recipients and sub-agencies 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.

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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

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

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

SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

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

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this 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.

MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

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

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 – 247.17, 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act 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 sub-contractor under the Agreement. (31 U.S.C. 3729).

COUNTERPARTS

The 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.