



SPONSORED PROGRAMS FUNDING OPPORTUNITY

22-SPFO/TC

November 1, 2021

***HEALTH CARE DISTRICT OF PALM BEACH COUNTY
1515 N. FLAGLER DRIVE, SUITE 101
PALM SPRINGS, FL 33401***

PART 1 GENERAL INFORMATION

1-1 Purpose of Sponsored Programs Funding Opportunity

The Health Care District of Palm Beach County, Florida (hereinafter the District), is accepting funding requests from qualified Respondents to provide health care, health care support services, and services that address Social Determinants of Health to uninsured, underinsured, and/or other vulnerable Palm Beach County residents. This Sponsored Programs Funding Opportunity is open to all eligible Respondents. An eligible Respondent is an organization that provides health care, health care support services, and services that address Social Determinants of Health. A Respondent is not eligible for funding from the District under this Funding Opportunity if they receive Low Income Pool payments from the State of Florida as a result of intergovernmental transfers (IGTs) provided by the District under the State of Florida's 2021-22 Low Income Pool program or if they are a network provider for the District Cares program. The Sponsored Programs Funding Opportunity is not intended for COVID-19 Relief and Recovery efforts as other sources, including the federal CARES Act, are available for those needs.

The District is a political subdivision of the State of Florida which was established as an independent taxing district by special law approved by Palm Beach County voters (Palm Beach County Health Care Act, 1988).

The District was founded in 1988 to ensure access to a comprehensive health care system and the delivery of quality services for the residents of Palm Beach County. The District accomplishes its mission through various programs and services, including an integrated Trauma System, School Nurse program, Skilled Nursing Facility, and Lakeside Medical Center, its hospital located in rural, western Palm Beach County. The District also offers health coverage to eligible uninsured Palm Beach County residents as well as operates ten Federally Qualified Health Centers to provide primary and preventive medical and dental services for medically needy patients. Additional information about the District is available on its website, www.hcdpbc.org.

Referrals

Nothing contained in the Sponsored Program Funding Opportunity is intended to prohibit or limit (a) the ability of Provider to receive funding from other sources or enter into agreements with other providers or suppliers of services or (b) the ability of District to contract or support other programs. The Sponsored Program Agreement ("Agreement") shall give no rights to any person or entity who is not a party hereto. Provider and District further agree as follows:

- a) There is no requirement that Provider (or any physician or other clinical practitioner affiliated with Provider) or District (or affiliated entity) make any referrals to, or be in a position to make or influence referrals to, or otherwise generate business for, one another as a condition of entering into and performing under the Agreement.

- b) None of the physicians affiliated with Provider are restricted from establishing or maintaining staff privileges at or referring any services to any other entity of his choosing.
- c) The amount or value of any compensation and benefits provided to the Provider in the Sponsored Programs Agreement shall not vary based on the value or volume of any referrals between the Provider or the District (“Parties”), or based on any business otherwise generated by Provider or any physician or other clinical practitioner affiliated with Provider to the District or its affiliates, or vice versa.
- d) Provider will provide effective notification to its patients of their freedom to choose any willing provider or supplier for their health care needs. Further, Provider will disclose the existence and nature of this Agreement to any patient who inquires and to any patient referred to the District or any affiliate of the District. Provider agrees to provide the information required in a timely fashion and in a manner reasonably calculated to be effective and understood by the patient.
- e) It is the intent of Provider and District to comply with existing federal, state and local law, including but not limited to the requirements of the federal anti-kickback law (42 U.S.C. §1320a(7b(b)) and safe harbor regulations (42 C.F.R. §1001.952), and the Stark law (42 U.S.C. §1395nn) and accompanying regulations (42 C.F.R. Part 411), and interpretations thereof. Accordingly, the Sponsored Programs Agreement shall be immediately modified by the parties to the extent that it fails to comply with such laws and regulations or other federal or state legislative and/or administrative enactments, or interpretations thereof, and the Parties shall suspend performance of all noncomplying obligations hereunder (including but not limited to any payment obligation) until such modifications have been completed. In the event that any such modification is made necessary because of any change or changes in the legislative or administrative interpretation or application of such laws and is not mutually agreeable among the Parties, any party may immediately terminate this Agreement upon written notice to the other Party.

1-2 Funding Request Submission

Funding Requests must be received by 5:00 P.M. local time on the date listed in the Funding Request Timetable (Section 1-5) Funding Requests received after the deadline will not be considered. Funding Requests must be emailed to purchasing@hcdpbc.org in a PDF format. Please submit your request with a request for delivery receipt of your email.

1-3 Funding Request Withdrawal

Respondents may withdraw their Funding Request by notifying the District in writing.

1-4 Funding Request Disclosure

All Funding Requests received shall be subject to public disclosure consistent with Florida's Public Record Act, Chapter 119, Florida Statutes and specifically section 119.070(1)(b), Florida Statutes, regarding competitive solicitations. If a Respondent believes its Funding Request (or any portion thereof) is exempt from public disclosure beyond the limited exemption set forth in section 119.071(1)(b), Florida Statutes, the Respondents must invoke, in writing, the exemption(s) to disclosure provided by law in their Funding Request by providing the specific statutory authority for claimed exemption(s), identifying the data or other materials to be exempted, and stating the reasons why such exemption from public disclosure is necessary. Failure to do so may result in the Respondent waiving an applicable exemption (if any).

The District has the right to use any or all information/material submitted in response to this Funding Opportunity. Disqualification of a Respondent does not eliminate this right.

The selected Respondents will be offered a contract for the 12 month period from January 1, 2022 through December 31, 2022. The standard District contract will be utilized. However, the District, in its sole discretion, reserves the right to negotiate terms and conditions with the successful Respondent.

1-5 Funding Request Timetable

The District and Respondents shall adhere to the following schedule in all actions concerning this Funding Request:

Event	Date
District issues Funding Request	November 1, 2021
Funding Request Due Before or Until 5:00 PM Local Time	November 19, 2021

1-6 Delays

The District may delay or modify scheduled event dates (Section 1-5) if it is to the advantage of the District to do so. The District will notify Respondents of all changes in scheduled due dates by posting changes on the District website (www.hcdpbc.org).

1-7 Oral Presentations and/or Interviews

At its sole discretion, the District may invite all or a short-listed Respondents to conduct oral presentations or interviews. Presentations or interviews provide an opportunity for Respondents to clarify their Funding Request for the District. The District will schedule any such presentations or interviews.

1-8 Acceptance or Rejections of Proposals

An evaluation team comprised of District staff and other relevant members as determined by the District will evaluate the funding requests to prepare a recommendation to the

District Board of Commissioners. The District, in its sole discretion, reserves the right to select one or multiple Respondents and to negotiate terms with such Respondent(s).

The District will make every effort to seek clarification but reserves the right to reject proposals for non-compliance with the stated requirements.

1-9 Sworn Statement on Public Entity Crimes

The Respondent shall be required, pursuant to section 287.133, Florida Statutes, to execute the attached “Sworn Statement on Public Entity Crimes” (**Exhibit “A”**) upon submission of its Funding Request. By executing this sworn statement, the Respondent is affirmatively stating that neither it nor an affiliate (as defined by the statute) has been convicted of a public entity crime within the last thirty-six (36) months and that it is not barred from entering into a contract with the District. The Respondent further acknowledges that any misstatement or lack of compliance with the statute shall result in the contract being null and void and/or subject to immediate termination by the District. In the event of such termination, the District shall not incur any liability for any services or materials furnished by the Respondent.

1-10 Code of Ethics

This Funding Request is subject to the State of Florida Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes). Accordingly, there are prohibitions and limitations on the employment of District officials and employees and contractual relationships providing a benefit to the same. If any Respondent violates or is a party to violation of the Code of Ethics with respect to this Funding Request, such Respondent may be disqualified from selection; a resulting contract may be terminated; and, may be further disqualified from bidding on any future work, goods, or services for the District. Respondents are highly encouraged to review the Code of Ethics in order to ensure compliance with the same.

1-11 Conflicts of Interest

The Respondent shall be required to complete the attached “Conflicts Disclosure Form” (**Exhibit “B”**) upon submission of its Funding Request. Respondents must disclose in their Funding Request the name of any officer, director, or agent who is an elected official, appointed official or an employee of the District. Further, Respondents must disclose the name of any elected official, appointed official or employee of the District, who owns directly or indirectly, any interest in the Respondent’s firm or any of its branches. Respondents must complete this form even if they have no conflicts to disclose.

In addition, Respondents will be disqualified from selection if Board Members for the Respondent organization are employed by or serve on a District or District subsidiary Board or Committee.

1-12 Non-Collusion

By submitting and signing a funding request, the Respondent certifies that its funding request is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification from selection; contract cancellation; and/or, return of materials, or discontinuation of services and possible removal from the District's Vendor/Bid List(s).

1-13 Subcontracting

Respondents submitting funding requests may subcontract portions of the engagement to subcontractors. The name of the proposed subcontractor(s) must be clearly identified in the funding request. Once contract negotiations have begun, no additional subcontracting or changes in subcontractors will be allowed without express prior written consent of the District.

PART 2 PROJECT DESCRIPTION AND SCOPE OF REQUIRED SERVICES

2-1 Background

The District seeks funding requests from organizations to provide health care services and health care support services to uninsured, underinsured and/or other vulnerable Palm Beach County residents. The District believes partnerships with organizations that can expand and enhance the health care safety-net in Palm Beach County helps the District fulfill its mission.

2-2 Specific Requirements

To help the District fulfill its mission to be the health care safety-net for Palm Beach County, the District seeks Funding Requests from organizations to provide health care services, health care support services, and services that address Social Determinants of Health and non-clinical services that contribute to the improved health for uninsured, underinsured and/or other vulnerable Palm Beach County residents. To select programs for this funding initiative, the District desires to partner with organizations that provide services that address the Social Determinants of Health, or that align with the priority areas identified below from the Community Health Improvement Plan (CHIP) for Palm Beach County, and that do not duplicate services provided by the C.L. Brumback Primary Care Clinics. Similar services will be considered if the Respondent's service location is outside the C.L. Brumback Primary Care Clinics service locations.

Examples of Services that address Social Determinants of Health:

- Food Insecurity
- Food as Medicine
- Physical Wellbeing
- Medical Transportation Needs
- Social Isolation
- Legal Barriers to Health Care
- Literacy and Language Barriers
- Health Care Navigation
- Other Social Determinants of Health

Palm Beach County CHIP Priority Areas:

- Priority Area: Mental and Behavioral Health
- Priority Area: Active Living and Healthy Lifestyles
- Priority Area: Access to Care and Services

2-3 Insurance

Prior to execution of the resulting contract derived from this Funding Opportunity, the Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the District. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

A. The Respondent shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence as applicable.

B. The Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

C. The Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. The Respondent, if transportation is included in the services provided, shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the District as an "Additional Insured".

PART 3 FUNDING REQUEST REQUIREMENTS

Mandatory Requirements

A Respondent who does not meet all of the mandatory requirements is not considered a responsible Respondent and, in the District's sole discretion, may be deemed ineligible to submit a funding request for consideration. Respondents must

- Have no conflicts of interest prohibited by applicable law with the District, its Board of Commissioners or Committees, nor with regard to any other work performed by the Respondent for the District.
- Adhere to the instructions in this funding request for preparation and submittal of a request.
- Complete all documents listed in Section 3-1.
- Be registered to conduct business in the State of Florida.

CONTENTS OF FUNDING REQUEST

3-1 Mandatory Forms/Attachments

- Exhibit "A" Sworn Statement on Public Entities Crimes
- Exhibit "B" Conflicts Disclosure Form
- Exhibit "C" Funded Partners Brand Standards Guide
- Verification of business registration with Florida Department of State, Division of Corporations (Sunbiz)

3-2 Required Response Items

Respondents should provide a detailed description of how the Respondent shall satisfy the Specific Requirements set for in this Funding Request (Section 2-2). This portion of the funding request should be organized according to the items requested below:

Administrative Items

Please include a copy of the following items with the Funding Request:

- Provide a list of all Board Members
- Provide a list of all Senior Leaders for the Organization
- Provide a copy of the organization's current budget
- Provide a copy of the organization's most recent financial audit
- Provide a current W9 for the organization
- Provide a copy of the organization's General Liability Certificate of Insurance

- Provide a copy of the Professional Liability Certificate of Insurance, if applicable
 - Provide a copy of the Automobile Insurance if transportation is included in the services provided
- A. Brief description of the organization and all services provided by the organization (maximum of 500 characters)
 - B. Identification of the specific service(s) proposed for this funding request. (maximum of 500 characters)
 - C. Brief description of the population served including a description of how they are vulnerable (maximum of 200 characters)
 - D. Description of the process how patients access services. If a referral process, please explain how a patient obtains needed referral. (maximum of 200 characters)
 - E. The District intends to be the payer of last resort for services reimbursed under this agreement and that the services are provided to Palm Beach County residents. Please provide a brief description of the criteria used to determine if a patient/client is eligible for the proposed service(s), how the Respondent determines that there are no other payer sources for the services, how the Proposer determines that the patient/client is unable to pay for the services, and how the Respondent determines that the patient/client lives in Palm Beach County. (maximum of 200 characters)
 - F. The District has implemented Unite PBC, a “coordinated network and community resource referral platform” to allow community partners to refer patients to other community partners for services that address social determinants of health and other related services. The platform, Unite Us, offers electronic referrals and confirmation of services provided within the shared platform. The District would like confirmation that Respondent is willing to participate in the Unite Us community resource referral platform.
 - G. The District has developed a Funded Partners Brand Standards Guide that serves as a guide for funded partners to properly credit the Health Care District of Palm Beach County in printed and digital materials. The District would like confirmation that the Respondent will follow the guidelines.
 - H. In 2020-21 COVID-19 presented a challenge that had never been faced before for organizations providing direct services to clients and patients. Please explain how your organization will deliver services if you are not able to meet directly with clients and patients. (maximum of 500 characters)

How the Program Addresses Social Determinants of Health (if applicable)

- A. If the program addresses Social Determinants of Health, please identify which Social Determinants of Health are addressed by the program and how the program measures success (maximum of 500 characters)

Alignment with Community Health Improvement Plan (CHIP)

- A. Identification of 1 or 2 Priority Areas in the Community Health Improvement Plan (CHIP) that will be addressed by the proposed services (maximum of 100 characters)

Performance Monitoring

- A. Please provide 2 performance measures for each proposed service and explain how the measure helps to demonstrate success in addressing a Social Determinant of Health or the Objectives of the Community Health Improvement Plan (CHIP). (maximum of 1000 characters)

3-3 Funding Cost

Respondents should provide the funding cost for the specific services that are being proposed. The funding cost should include the following:

- A. The total amount of funding requested for the 12 month period January 1, 2022 through December 31, 2022.
- B. Desired method for invoicing for the service(s) provided: The desired funding methodology is on a per-visit, per service, per day, per client, or similar service based method. For multiple services, please indicate desired method for each service. If the per-visit/service based methodology does not align with the service delivery please indicate the desired methodology and an explanation of why this type of funding methodology is needed.
- C. Proposed reimbursement amount per unit (i.e. per visit, per service, per day, per client, or other method). For multiple services, please indicate reimbursement amount for each service. For services that can be delivered either in person or remotely, please indicate the proposed reimbursement amount to reach each delivery method.
- D. Estimate of the total number of patients/clients who will be served annually under this Funding Request. For multiple services, please indicate total number of patients/clients for each service.
- E. Estimate of the total number of visits/encounters annually that will be provided under this Funding Request. For multiple services, please indicate total number of visits/encounters for each service.
- F. Organization's current year total budget amount.
- G. What percentage the requested funding will represent of the organization's total budget (based on the current year total budget).
- H. The amount of revenue received from other funders. Please include the names of the other funders and the corresponding funding amount for the current budget year (i.e. foundations, the state, local agencies, the federal government, and other).
- I. The amount of revenue received for the direct provision of services itemized by type (i.e. third party payers, self-pay, Medicaid, Medicare, Health Care District, and other).
- J. Please indicate whether your organization's staff utilizes a company car or their personal car in conjunction with the delivery of service.