Memorandum

MIAMI-DADE COUNTY

Date:	October 6, 2015
To:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution Authorizing the County Mayor or County Mayor's Designee to Apply for, Receive, Disburse, and Expend Health and Human Services funds under the Ryan White HIV/AIDS Treatment Extension Act of 2009

Agenda Item No. 3(B)(4)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this item, which does the following:

- authorizes the County Mayor or the County Mayor's designee to apply for, receive, disburse, and expend approximately $28,116,851.00 in HIV Emergency Relief Project Grants (Ryan White Part A and Minority AIDS Initiative) funding from the United States Department of Health and Human Services Health Resources and Services Administration (Health and Human Services);
- authorizes the County Mayor or the County Mayor's designee to receive and expend additional funds that may become available during the term of the grant period and to execute any necessary amendments to the application on behalf of Miami-Dade County;
- authorizes the County Mayor the County Mayor's designee to execute continuation contracts with those service providers previously awarded contracts pursuant to *Request for Proposal No. 0313 "Health and Support Services for Persons Living with HIV/AIDS"* and Resolution No. R-1072-12, subject to the approval by the County Attorney's Office, and to exercise amendments, modifications, cancellation, and termination clauses contained in the contracts with the service providers; and
- waives the requirements of Resolution No. R-130-06, which requires the contract **signed by non-County parties.**

These funds must be utilized during the period of March 1, 2016 through February 28, 2017.

Scope

The impact of this resolution is countywide, as the HIV/AIDS related health and support services will be provided to low income populations living with HIV/AIDS residing in Miami-Dade County.

If awarded funding by Health and Human Services, this grant will provide approximately 10,500 low-income persons living with HIV or AIDS with HIV-related health and support services, including outpatient medical care, prescription drugs, medical case management, substance abuse residential and outpatient treatment, mental health therapy, oral health care, food/meal programs, legal assistance, health insurance assistance, transportation vouchers, and outreach services.

Fiscal Impact

This application is for $28,116,851.00 in federal funding. No County matching funds are required.

Track Record/Monitoring
Ryan White Program staff in the Grants Coordination Division of the Office of Management and will be responsible for monitoring Ryan White Part A and Minority AIDS Initiative contracts for compliance with all local, state, and federal programmatic, fiscal, and administrative requirements. Daniel T. Wall, Office of Management and Budget Assistant Director, will be the Program Director for this project.

Background
The Ryan White HIV/AIDS Treatment Extension Act of 2009 (Act) requires that Eligible Metropolitan Areas that are recipients of Ryan White Program Part A funding (Ryan White Program Funds), compete for such funding through an annual grant application process established by Health and Human Services. These funds are awarded to relieve the overwhelming burden of the HIV epidemic among low-income persons living with HIV/AIDS and to provide support for needed services in order to decrease disparities in health outcomes and increase access to medical care and treatment. In accordance with the Act, Miami-Dade County has consecutively received funds in grant fiscal years 1991 through 2015. In 2015, Miami-Dade County was awarded approximately $26.5 million in grant funds that included approximately $2.6 million in Minority AIDS Initiative funds.

The deadline for applying for these funds for grant year 2016-17 is November 2, 2015. It is anticipated that the County will receive official notice of the grant award by March 1, 2016.

As required by the Act, the Board created and established the Miami-Dade HIV/AIDS Partnership (Partnership) to determine the needs of the community and service priority areas. For grant year 2016-17, these service priorities for Part A funding include medical case management, outpatient medical care, prescription drugs, health insurance assistance, mental health therapy/counseling, oral health care, outpatient substance abuse counseling, food/meals services, outreach services, residential substance abuse treatment, transportation services, and legal assistance. The service priorities for Minority AIDS Initiative funding include medical case management, outpatient medical care, prescription drugs, outreach services, and residential substance abuse treatment. This grant will be used to fund community agencies that have a commitment ensuring comprehensive and high quality services to persons living with HIV disease.

Pending federal award notification, funding allocations based on service priorities identified by the Partnership, and contract awards that were approved by the Board of County Commissioners on December 18, 2012 pursuant to Resolution No. R-1072-12 will be executed with a budget period with a commencement date of March 1, 2016.

This items seeks a waiver of Resolution No. R-130-06, which requires all non-County parties to execute contracts prior to the placement of any legislative item on the Board's agenda. Waiver of this resolution is required in order to ensure that services to persons living with HIV/AIDS are not interrupted.

Attachment

Edward Marquez
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 3(B)(4)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto. _____
Override _____

Agenda Item No. 3(B)(4)
10-6-15

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S TO APPLY FOR, RECEIVE, DISBURSE AND EXPEND FUNDS FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES IN THE AMOUNT OF APPROXIMATELY $28,116,851.00 IN HIV EMERGENCY RELIEF PROJECT (RYAN WHITE PART A AND MINORITY AIDS INITIATIVE) GRANT FUNDING FOR COMPREHENSIVE HEALTH AND SUPPORT SERVICES FOR LOW INCOME PERSONS LIVING WITH HIV/AIDS, TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE UNDER THIS PROGRAM, TO AMEND SUCH APPLICATION AS MAY BE NECESSARY, TO EXECUTE CONTINUATION CONTRACTS WITH SERVICE PROVIDERS FUNDED THROUGH THIS PROGRAM, AND TO EXERCISE AMENDMENTS, MODIFICATIONS, CANCELLATION OR TERMINATION CLAUSES CONTAINED IN SUCH CONTRACTS; AND WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Authorizes the County Mayor or the County Mayor's designee's to apply for, receive, expend and disburse funds in the amount of approximately $28,116,851.00 in HIV Emergency Relief Project (Ryan White Part A and Minority AIDS Initiative) grant funding from the United States Department of Health and Human Services ("Health and Human Services") to

provide comprehensive health and support services for persons living with HIV/AIDS. This Board further authorizes the County Mayor or the County Mayor's designee to apply for, receive, expend and disburse additional funds that may become available for this purpose and to amend such application as may be necessary.

Section 3. In the event Miami-Dade County is awarded the funds described in Section 2 of this resolution, the County Mayor or the County Mayor's designee is hereby authorized to execute continuation contracts, in substantially the form attached hereto as Exhibit "A" and incorporated by reference, with those service providers previously awarded contracts pursuant to Request for Proposal No. 0313 "Health and Support Services for Persons Living with HIV/AIDS" and Resolution No. R-1072-12, subject the County Attorney's Office's approval. The County Mayor or the County Mayor's designee is also authorized to exercise amendments, modifications, cancellation, and termination clauses contained in the corresponding contracts with the service providers.

Section 4. The requirements of Resolution No. R-130-06 are hereby waived for the reasons stated in the County Mayor's memorandum.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. _____

Terrence A. Smith

EXHIBIT A

[Enter Agency Index Code for reference]

FY 2015 Part A/MAI Continuation Contract
Resolution Nos. R-1072-12 and R-190-15

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

[OPENING PARAGRAPH FOR PHT ONLY]This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2015 by and between Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: Mayor, (hereinafter referred to as the "COUNTY"), and the Public Health Trust of Miami-Dade County, an agency and instrumentality of Miami-Dade County pursuant to Section 25A-1 of the County Code, whose address is c/o The Office of the Chief Administrative Officer, Jackson Health System, 1695 N.W. 9th Avenue, Suite 2308-G, Miami, Florida 33136, hereinafter referred to as the "SERVICE PROVIDER," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SERVICE PROVIDER shall provide medical case management, mental health therapy/counseling, oral health care, outpatient medical care, outreach services, prescription drugs, and transportation voucher services to program-eligible persons living with HIV or AIDS; including services dedicated to minority persons living with HIV or AIDS, where applicable.

[OPENING PARAGRAPH FOR ALL OTHER DIRECT SERVICE PROVIDERS]This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2015 by and between Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: Mayor, (hereinafter referred to as the "COUNTY"), and the **[ENTER FULL LEGAL NAME OF SERVICE PROVIDER; NO CAPS NO BOLD]**, a Florida **[ENTER TYPE OF AGENCY/CORPORATION – I.E., NON-PROFIT; FOR-PROFIT; EDUCATIONAL INSTITUTION, ETC. – CONFIRM WITH AGENCY; NO CAPS NO BOLD]** whose address is **[ENTER THEIR MAIN ADDRESS FOR ADMINISTRATION; NO CAPS NO BOLD]**, hereinafter referred to as the "SERVICE PROVIDER," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SERVICE PROVIDER shall provide **[ENTER THE FULL NAME OF THE FUNDED SERVICE CATEGORY IN ALPHABETICAL ORDER; NO CAPS NO BOLD]** to program-eligible persons living with HIV or AIDS; including services dedicated to minority persons living with HIV or AIDS, where applicable. **[INCLUDE THIS LAST PHRASE "; INCLUDING..." ONLY FOR MAI-FUNDED AGENCIES]**

WITNESSETH

WHEREAS, the COUNTY has received federal funds from the Part A grant, including but not limited to Minority AIDS Initiative (MAI) funding, under the Ryan White HIV/AIDS Treatment Extension Act of 2009 for providing life-saving care for program-eligible persons living with HIV or AIDS, including services dedicated to minority persons as allowable under the MAI award; and

WHEREAS, the COUNTY receives this funding under the Catalog of Federal Domestic Assistance (CFDA) #93.914, HIV Emergency Relief Project Grants; and

WHEREAS, the COUNTY as grantee for the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), is authorized to purchase said services for program-eligible persons living with HIV or AIDS; and

WHEREAS, the COUNTY requires the above mentioned services from the SERVICE PROVIDER in order to fulfill its contractual obligations under the aforementioned grant; and

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-1072-12 on December 18, 2012, and Resolution No. R-190-15 on March 3, 2015, authorizing this Agreement; and

WHEREAS, the SERVICE PROVIDER is desirous of and willing to participate with the COUNTY and with other organizations in accomplishing the goals, purposes, and objectives of the Miami-Dade HIV/AIDS Partnership (local planning council),

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants recorded herein, the parties agree as follows:

Article I
Definitions

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) "Approved Payment Plan" shall mean a written agreement between the COUNTY and the SERVICE PROVIDER setting forth a repayment schedule that, by the end of the term of the approved payment plan, satisfies all of the SERVICE PROVIDER's arrearage to the COUNTY. Such a plan may include principal and interest payments, abatements, discounts, or any other financial terms and conditions available to the parties under the appropriate contracting authority.

b) "Arrears" or "Arrearage" shall mean any delinquent amounts owed by the SERVICE PROVIDER under any contract, final non-appealable judgment or lien with the COUNTY.

c) "Client Identification System (CIS) number" shall mean a unique identifier assigned by the Service Delivery Information System to each recipient of Ryan White Part A and MAI Program services in Miami-Dade County in order to track the client's participation in the Ryan White Program system of care.

d) "Client" shall mean program-eligible individual as further defined in Article I (q) below.

e) "Contract" or "Contract Documents" or "Agreement" shall mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), SERVICE PROVIDER's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.

f) "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent (10%) or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

g) "COUNTY" shall mean Miami-Dade County, its agents, employees and instrumentalities, including but not limited to the Office of Management and Budget-Grants Coordination (OMB-GC). The term COUNTY excludes SERVICE PROVIDER.

h) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.

i) "Deliverables" shall mean all documentation and any items of any nature submitted by the SERVICE PROVIDER to the COUNTY's Program Director for review and approval pursuant to the terms of this Agreement.

j) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the COUNTY's Ryan White Program Director (i.e., Program Director of the Office of Management and Budget-Grants Coordination); and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import shall mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the COUNTY's Ryan White Program Director (also known as the OMB Coordinator).

k) "Document" or "Documents" shall mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate document.

l) "Enforcement Threshold" shall mean any arrearage under any individual contract, final

non-appealable judgment or lien with the COUNTY that exceeds $25,000 and has been delinquent for greater than 180 days.

m) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.

n) "Minority" shall mean a person that defines him or herself as coming from one of the following racial/ethnic groups: Black/African American (including, but not limited to, Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group.

o) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.

p) "Program Director" shall mean Program Director of Miami-Dade County's Office of Management and Budget-Grants Coordination/Ryan White Program (also known as the Assistant Director of the Office of Management and Budget-Grants Coordination, for Ryan White Program services), or the duly authorized representative designated to manage or assist in management of this Agreement.

q) "Program-eligible individuals", "persons", "service recipients", or "clients" shall mean clients who meet the requirements of being HIV+, residing permanently in Miami-Dade County, and having a gross household income not to exceed the indicated Federal Poverty Level guideline per service category will be eligible for Part A Program-funded services; and minority clients who meet the aforementioned requirements will be eligible to receive Minority AIDS Initiative (MAI) Program-funded services.

r) "Recipient" or "grantee" shall mean the COUNTY, which has received a grant award from HRSA and is responsible and accountable for the use of the funds provided and for the performance of the grant supported project or activity.

s) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SERVICE PROVIDER.

t) "Service Delivery Information System (SDIS)" shall mean the electronic system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program system of care.

u) "SERVICE PROVIDER" shall mean the agency or organization contracted with the COUNTY to provide all services and tasks described or referenced in this Agreement.

v) "Service Provider's Budget" shall mean the documents attached hereto as Exhibit B, as may be amended or revised during the contract period with written approval from the COUNTY, which details the allowable direct and indirect/administrative costs that will be funded by the Ryan White Part A and MAI, where applicable, Programs under this Agreement.

w) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the SERVICE PROVIDER, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the

SERVICE PROVIDER and whether or not in privity of Agreement with the SERVICE PROVIDER.

x) "Subrecipients" or "subgrantee" shall mean an entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient or other subrecipient for the use of the Federal funds provided by the subaward. See also "SERVICE PROVIDER" above.

y) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1, of this Agreement.

z) "The United States Department of Health and Human Services", "DHHS", or "HRSA" shall mean the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).

aa) "Whistleblowing" shall mean making a disclosure that the employee of a contractor, subcontractor, grantee [or subgrantee] reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of , a contract or grant).

bb) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SERVICE PROVIDER in accordance with the provisions of this Agreement.

Article II
Responsibilities of the Service Provider

2.1 The SERVICE PROVIDER, by and through its agents, assigned representatives and Subcontractors agrees:

A. To provide the planned or proposed services described in the SERVICE PROVIDER's Scope of Service(s) (Exhibit A) and the SERVICE PROVIDER's Budget(s) (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SERVICE PROVIDER's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget, narrative budget justification and price form(s) or, where applicable, a price list or acknowledgment. The COUNTY reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established Ryan White Program requirements, standards, and limitations.

B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as Part A services shall be provided to low-income, program-eligible persons living with HIV or AIDS who permanently reside in Miami-Dade County as further defined in Exhibits A and B of this Agreement. In

addition to the before-mentioned residency requirement, services designated as MAI services shall only be provided to program-eligible minority persons living with HIV or AIDS as further defined in Exhibits A and B of this Agreement. Part A services and expenditures must be tracked separately from MAI services and expenditures.

C. To adhere to the schedule of hours of the day and week during which services shall be provided/available, as listed in the attached Scope of Service(s) (Exhibit A), unless modified by written agreement with the COUNTY.

D. If applicable, to submit to the COUNTY within thirty (30) calendar days of Agreement execution, a Certificate of Status dated within the calendar year of the contract in the name of the SERVICE PROVIDER which certifies the following: that the SERVICE PROVIDER is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SERVICE PROVIDER's most recent annual report has been filed, that the status of the SERVICE PROVIDER is active, and that the SERVICE PROVIDER has not filed Articles of Dissolution or a Certificate of Withdrawal.

E. If applicable, to require all licensed professionals, including those of any Subcontractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses. In addition, if applicable, the SERVICE PROVIDER must maintain "active" vendor status with Miami-Dade County's Internal Services Department, Procurement Management Division, as evidenced by the SERVICE PROVIDER's submission of a vendor application package, to be updated as needed. OMB-GC staff will obtain a screen print of "active" vendor status from the COUNTY's Financial Accounting and Management Information System (FAMIS) and Advanced Purchase Inventory Control System (ADPICS) for monitoring purchases of services and payment processing to vendors. Upon request from OMB-GC management, the SERVICE PROVIDER shall submit to the COUNTY copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) calendar days from the date said incident occurs. Ignorance on the part of the SERVICE PROVIDER of its obligations under this subsection shall in no way relieve the SERVICE PROVIDER from any of its responsibilities in this regard. The SERVICE PROVIDER's failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

F. To make available the personnel identified by the SERVICE PROVIDER in its response to the COUNTY's corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), as may be amended, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and

the COUNTY will be notified in writing within thirty (30) calendar days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or Subcontractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY upon request. All personnel shall be considered to be, at all times, the sole employees of the SERVICE PROVIDER under its sole direction.

G. To provide optimal continuity of care to individual clients by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and, if applicable, licensed replacement when necessary.

H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.

I. To keep detailed records of client visits, other encounters (e.g., telephone contacts, home visits, referrals, etc.), any other service provided, and staff time and effort involved; and to prepare and provide any and all reports that may be requested by the COUNTY, on a regular and "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County, State of Florida, and Federal requirements, and to document and verify billings to the COUNTY. SERVICE PROVIDER shall adhere to the site visit monitoring process as may be amended, in accordance with Federal and local guidelines and requirements, such as the National Monitoring Standards for the Ryan White Program.

J. To make available all books, records, and electronic files, including but not limited to scanned documents, as they relate to this Agreement, for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion. Access to these documents must be made available to authorized representatives in a timely manner, not to exceed three (3) business days, unless such time is extended by such authorized representative. Access to client records must be given to the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than seventy-two (72) hours after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the SERVICE PROVIDER for at least five (5) years following the expiration of the Agreement, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period.

K. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the COUNTY, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.

L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SERVICE PROVIDER or any firm, corporation, partnership or joint venture in which the SERVICE PROVIDER has a controlling financial interest in order to secure repayment of any loan made to the SERVICE PROVIDER by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5; and Article VIII, Sections 8.1 through 8.3 was not reimbursable.

M. If the SERVICE PROVIDER will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the SERVICE PROVIDER; and the SERVICE PROVIDER will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the SERVICE PROVIDER. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the SERVICE PROVIDER.

The SERVICE PROVIDER, before making any subcontract for any portion of the services, will state in writing to the COUNTY the name of the proposed Subcontractor, the portion of the services which the Subcontractor is to do, the place of business of such Subcontractor, the rate of pay, duration of any subcontractor agreement, and other such information as the COUNTY may require. The COUNTY will have the right to require the SERVICE PROVIDER not to award any subcontract to a person, firm or corporation disapproved by the COUNTY.

Before entering into any subcontract hereunder, the SERVICE PROVIDER will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

In order to qualify as a Subcontractor satisfactory to the COUNTY, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the COUNTY that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the COUNTY that it has satisfactorily performed services of the same general type as those which are required to be performed under this Agreement.

The COUNTY shall have the right to withdraw its consent to a subcontract if it appears to the COUNTY that the subcontract will delay, prevent, or otherwise impair the performance of the SERVICE PROVIDER's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the clients served as well as the COUNTY's proprietary and confidential information.

SERVICE PROVIDER shall furnish to the COUNTY copies of all subcontracts between SERVICE PROVIDER and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the COUNTY permitting the COUNTY to request completion of performance by the Subcontractor of its obligations under the subcontract; and in the event the COUNTY finds the SERVICE PROVIDER in breach of its obligations, the option of the COUNTY to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the COUNTY to any Subcontractor hereunder as more fully described herein.

If this Agreement involves the expenditure of $100,000 or more by the SERVICE PROVIDER and the SERVICE PROVIDER intends to use Subcontractor(s) to provide the service(s) listed in the Scope of Services (Exhibit A) or suppliers to supply the materials, the SERVICE PROVIDER shall provide the name(s) of the Subcontractor(s) and supplier(s) on the form in Exhibit C, titled "Attachment C.1, Provider's Disclosure of Subcontractors and Suppliers." SERVICE PROVIDER agrees that it will not change or substitute Subcontractors or Suppliers from those listed in Attachment C without prior written approval of the COUNTY. If this Agreement is for $100,000 or more and the SERVICE PROVIDER will not utilize Subcontractors, then the SERVICE PROVIDER must also submit Attachment C and state where appropriate that "no Subcontractors will be used." Additionally, the COUNTY reserves the right to request from the SERVICE PROVIDER a line item budget and narrative budget justification for each Subcontractor under this Agreement in the same format as Exhibit B attached herewith.

Furthermore, in accordance with Section 2-8.1 (f) of the Miami-Dade County Code, ISD Form 7 – Subcontractor/Supplier Listing, attached herewith as Exhibit C, Attachment C.2, must be submitted as a condition of award by all bidders/respondents on COUNTY contracts for purchase of supplies, materials or services, including professional services, which involve expenditures of $100,000 or more. The SERVICE PROVIDER who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the COUNTY. The SERVICE PROVIDER should enter the word "NONE" under the appropriate heading of ISD Form 7 – Subcontractor/Supplier Listing if no subcontractors or suppliers will be used on the contract and sign the form where indicated.

In accordance with Ordinance No. 11-90, SERVICE PROVIDER whose contract involves the expenditure of $100,000 or more shall also report the race, gender, and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the SERVICE PROVIDER demonstrates to the COUNTY prior to award that the race, gender, and ethnic information is not reasonably available at that time, the SERVICE PROVIDER shall be obligated to exercise diligent efforts to obtain that information and provide the same to the COUNTY not later than ten (10) calendar days after it becomes available and, in any event, prior to final payment under the contract.

N. Not to discriminate on the basis of race, religion, color, national origin, ancestry, gender, familial status, marital status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, veteran status, or if a housing provider, source of income, in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination. In order to serve persons most in need and to comply with Federal law, services must be widely accessible. The DHHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Services must be widely accessible. Please see: http://www.hhs.gov/ocr/civilrights/understanding/index.html.

Pursuant to DHHS' directives, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. For purposes of this Agreement, "same-sex spouses," means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. The term "same-sex marriages" means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. The term "marriage" excludes registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

P. To comply with all Federal laws particularly applicable to language access or Limited English Proficiency (LEP) access, including but not limited to Title VI of the Civil Rights Act of 1964, and the Title VI regulations (27 C.F.R. § 42.101, et seq. and 40 C.F.R. § 80.3), prohibiting discrimination based on national origin, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", signed on August 11, 2000. Executive Order 13166 requires the SERVICE PROVIDER receiving Federal financial assistance to take steps to ensure that clients with limited English proficiency can meaningfully access health and social services. The provision of language assistance should provide for effective communication between the service provider and the person

with limited English proficiency to facilitate participation in, and meaningful access to, health and social services. The guidance for Executive Order 13166 may be obtained at the following website: http://www.lep.gov/13166/eo13166.html.

The SERVICE PROVIDER should also become familiar with DHHS revised "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance may be obtained at the following website: http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html

Q. To comply with Section 306 of the Clean Air Act (42 USC § 1857(h)), Section 508 of the Clean Water Act (33 USC § 1368) Executive Order 11738, and the Environmental Protection Agency regulations (40 C.F.R. part 15) (applies to contract awards in excess of $100,000.00)].

R. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

S. To comply with the Byrd Anti-Lobbying Amendment (31 USC § 1352) (applies to contract awards in excess of $100,000.00). The SERVICE PROVIDER shall certify to the COUNTY it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. The SERVICE PROVIDER shall also disclose to the COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The SERVICE PROVIDER further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLQ) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The provisions of this subsection are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply. In the event SERVICE PROVIDER has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, SERVICE PROVIDER shall promptly bring such information to the attention of the COUNTY's Program Director. SERVICE PROVIDER shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SERVICE PROVIDER receives from the Program Director in regard to remedying the situation.

T. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement) and the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement).

U. To comply with the Miami-Dade County Ordinance 99-5, Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SERVICE PROVIDER.

V. To comply with all the requirements of the Americans with Disabilities Act (ADA), of 1990 (and related Acts), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws (including Miami-Dade County Resolution No. R-385-95), regulations, and Executive Orders. In this regard, the SERVICE PROVIDER shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SERVICE PROVIDER shall provide program accessibility and effective communication for service recipients and employees. The SERVICE PROVIDER shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Civil Rights Division, Disability Rights Section – 1425 NYAV, Washington, D.C. 20530, within 180 days of the date of discrimination. An ADA complaint may also be filed by sending an electronic mail message to ADA.complaint@usdoj.gov. ADA complaints may also be faxed to (202) 307-1197. Questions about filing an ADA complaint may be answered at www.ada.gov/filing_complaint.htm or by calling 1-800-514-0301 (voice) or 1-800-514-0383 (TTY).

A copy of such complaint must also be filed with Daniel T. Wall, Assistant Director, Miami-Dade County Office of Management and Budget-Grants Coordination/Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit must be completed and on file with the COUNTY prior to contract execution. The SERVICE PROVIDER must be in full compliance with the laws referenced within the affidavit. The SERVICE PROVIDER's failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XVII of this Agreement.

W. To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in Article II, Section 2.1 (X) of this Agreement. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to client charts and medical records;

(2) Confidential records are not removed from the SERVICE PROVIDER's premises, unless otherwise authorized by law or upon written consent from the COUNTY;

(3) Access to confidential information is restricted to authorized personnel of the SERVICE PROVIDER, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General, or any of their duly authorized representatives;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records or information unless otherwise compelled by law. Original documents must remain on file at the originating provider site;

(7) Requests by clients to view their personal charts or medical records must be honored within two (2) business days and must be reviewed in the presence of an authorized staff person;

(8) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of applicable confidentiality laws, regulations, and policies;

(9) Client identifying information (i.e., client's name, address, social security number, telephone number) is not transmitted to the COUNTY, via written correspondence, electronic mail, or facsimile, unless the COUNTY has specifically requested in writing such information from the SERVICE PROVIDER. Similarly, the SERVICE PROVIDER may only share client identifying information with other authorized entities if the client has specifically given in writing the SERVICE PROVIDER permission to do so or unless otherwise compelled by law;

(10) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to

the Ryan White Program Service Delivery Information System (SDIS) are established; and

(11) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

X. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where State laws do not prevail, SERVICE PROVIDER further agrees to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

(1) Use of information only for performance of this Agreement or as required by law;

(2) Use of appropriate safeguards to prevent non-permitted disclosures;

(3) Reporting to the COUNTY of any non-permitted use or disclosure;

(4) Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the SERVICE PROVIDER and reasonable assurances that IIHI/PHI will be held confidential;

(5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client in a timely manner;

(6) Making PHI available to the COUNTY, the United States Department of Health and Human Services, United States Comptroller General, or the United States Office of the Inspector General for an accounting of disclosures; and

(7) Making internal practices, books and records related to PHI available to the COUNTY or its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records or electronic transfer of data). The SERVICE PROVIDER must give its clients written notice of its privacy information practices, including, specifically, a description of the types of uses and disclosures that

would be made with Protected Health Information and must post and distribute the COUNTY's Notice of Privacy Practices to Ryan White Program Part A and MAI clients.

Y. To release, as prescribed by the laws of the State of Florida, a copy of a client's records within ten (10) business days from receipt of a written request from the client or his legal representative.

Z. To provide a trilingual (English, Spanish, and Creole) Client Rights and Responsibilities Statement that is reviewed, signed, and dated by each client receiving Ryan White Program-funded services. A copy of the signed Client Rights and Responsibilities Statement must be maintained in the client's chart.

AA. To participate in the Ryan White Program Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as further detailed in Article IV, Sections 4.3 and 4.5, with the ultimate goals of improving the health status of program-eligible HIV+ clients, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining and improving quality in service delivery. Through internal performance improvement and quality management activities, the SERVICE PROVIDER shall be expected to identify problems in service delivery and business operations that may impact the health status of program-eligible HIV+ clients served under this Agreement.

BB. To cooperate in the quality management audit process that includes periodic record reviews, as a part of the COUNTY's Performance Improvement Plan for Ryan White Program-funded services. The SERVICE PROVIDER is required to respond in writing within two (2) calendar weeks, or other reasonable time frame specified by the COUNTY or its quality management program, of notification of related audit or review findings with a plan of corrective action, if required. The majority of an audit shall be conducted onsite to the extent possible; while portions of the audit (e.g., review of policies and procedures) may be completed as a desk audit. The SERVICE PROVIDER is also required to participate in additional quality management activities such as technical assistance or training to address any deficiencies identified during the review or audit process. The SERVICE PROVIDER will also collaborate with the COUNTY and the Miami-Dade HIV/AIDS Partnership in the development of outcome measures for applicable service categories.

CC. To participate in on-going technical assistance meetings, provider forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.

DD. To establish, document, and maintain appropriate and on-going referral and linkage agreements with Ryan White Program and non-Ryan White Program-funded service providers and key points of entry to the system of care for

persons living with HIV disease, including, but not limited to, outpatient medical care and medical case management providers, Florida Department of Health in Miami-Dade County - Sexually Transmitted Disease (STD) clinics, State-licensed HIV counseling and testing sites, hospitals/emergency room departments, hospital discharge clinics/departments, substance abuse treatment providers/programs, mental health clinics/programs, adult and juvenile detention centers, jail and/or correctional facilities, including, but not limited to, re-entry programs, homeless shelters, detoxification centers, and Federally Qualified Health Centers (FQHCs).

EE. To notify clients and the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of Service(s) (Exhibit A). Written notification must include the nature of the changes, actions taken by the SERVICE PROVIDER toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an impact on service delivery or client access to services funded under this Agreement.

FF. To ensure that the SERVICE PROVIDER's Board of Directors or Trustees are apprised of the programmatic, fiscal, and administrative obligations of the Ryan White Program, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Ryan White Program Professional Services Agreement with the COUNTY for Part A services, including MAI-funded services where applicable. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SERVICE PROVIDER, reference the service category(ies) and dollar amount(s) in the award, and include the phrase "as may be amended". A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. A copy of the Board of Directors' meeting minutes where this resolution was addressed and approved must also be submitted to the COUNTY prior to contract execution. In the event that such a resolution is not required by operation of law, then the SERVICE PROVIDER must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.

GG. To adhere to the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the FY 2015 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. CLAS "mandates" are current Federal requirements for all recipients of Federal funds. CLAS "guidelines" are activities recommended by the Office of Minority Health for adoption as mandates by Federal, State, and national accrediting agencies. CLAS "recommendations" are suggested by the Office of Minority Health for voluntary adoption by health care organizations.

HH. To adhere to the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. This portfolio includes the following measures,

where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level.

II. Awards under this Agreement are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC § 7104); which includes provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient. Additional information can be found at the following HRSA website: http://www.hrsa.gov/grants/trafficking.html.

JJ. Disaster Plan/Continuity of Operations Plan (COOP). The SERVICE PROVIDER shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or COUNTY requirement applicable to the SERVICE PROVIDER. Any revisions or updates to the previously submitted Disaster Plan/COOP must be submitted to the OMB-GC within sixty (60) days of contract execution and is also subject to review and approval of the COUNTY in its sole discretion. The SERVICE PROVIDER will review the Plan annually, revise it as needed, submit revised copies to the COUNTY, and maintain a written copy on file at the SERVICE PROVIDER's site. The COOP and its updates are also subject to review by the COUNTY during monitoring site visits. If there are no changes to the COOP after the annual review, SERVICE PROVIDER will notify the COUNTY of such in writing.

KK. The SERVICE PROVIDER agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity or gender expression, sexual orientation status as a victim of domestic violence, dating violence or stalking, or source of income, if applicable; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 USC § 6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 USC § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 USC § 12101 et seq., as amended, which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 USC § 1612, as amended; and the Fair Housing Act, 42 USC § 3601 et seq. It is expressly understood that the SERVICE PROVIDER must submit an affidavit attesting that to the best of the SERVICE PROVIDER's knowledge it is not in violation of the Acts. If the SERVICE PROVIDER or any owner, subsidiary, or other firm affiliated with or related to the SERVICE PROVIDER is found by the responsible enforcement agency, the Courts or the COUNTY to be in violation of these acts, the COUNTY will conduct no further business with the SERVICE PROVIDER.

Any contract entered into based upon a false affidavit shall be voidable by the COUNTY. If the SERVICE PROVIDER violates any of the Acts during the term of any contract the SERVICE PROVIDER has with the COUNTY, such contract shall be voidable by the COUNTY, even if the SERVICE PROVIDER was not in violation at the time it submitted its affidavit.

Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SERVICE PROVIDER.

LL. Background Screening. Where applicable, the SERVICE PROVIDER agrees to comply with all applicable State, Federal and local laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. The SERVICE PROVIDER's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the COUNTY.

The SERVICE PROVIDER agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985, and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and Resolutions, regarding background screening of those who may work with "vulnerable persons," as defined by section 435.02, Florida Statutes, as may be amended from time to time.

For purposes of this subsection LL, the following terms shall mean:

1. "Vulnerable person" means a minor as defined in s.1.01 or a vulnerable adult as defined in s.415.102 of the Florida Statutes.

2. "Minor" includes any person who has not attained the age of 18 years.

3. "Vulnerable adult" means a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to a mental, emotional, sensory, long-term physical, or developmental disability or dysfunction, or brain damage, or the infirmities of aging.

In the event criminal background screenings are required by law, the State of Florida and/or the COUNTY, the SERVICE PROVIDER will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement, or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The SERVICE PROVIDER agrees to ensure that employees and subcontracted

personnel who will work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Upon request, primarily during monitoring site visits or at any time determined by the COUNTY, the SERVICE PROVIDER shall furnish the COUNTY with proof that employees and subcontracted personnel who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the SERVICE PROVIDER fails to furnish to the COUNTY upon request proof that an employee or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working with a vulnerable person, the COUNTY shall not disburse any further funds and this Agreement may be subject to termination at the sole discretion of the COUNTY.

MM. To adhere to Consolidated Appropriations Act, 2015 (Public Law 113-325) enacted December 16, 2014, subject to annual changes, which limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. As of the date of this Agreement, HRSA funds may not be used to pay the salary of an individual at a rate in excess of $183,300 (the Executive Level II salary of the Federal Executive Pay scale). This salary limitation also applies to subawards/subcontracts for substantive work under a federal Health Resources and Services Administration (HRSA) grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with institutional policy. The SERVICE PROVIDER's award amount will not necessarily be recalculated to adjust for necessary reductions in salaries included in the proposal or line item budget. However, none of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the salary limitation. It is important to note that an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.

NN. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP"), now known as CareerSource South Florida. Where applicable, pursuant to Section 2-2113 of the Code of Miami-Dade County and Miami-Dade County Implementing Order No. 3-58, for all contracts for goods and services, the SERVICE PROVIDER, prior to hiring to fill each vacancy arising under a COUNTY contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the COUNTY to fill a minimum of fifty percent (50%) of its employment needs under the COUNTY contract through the SFWIB. If no suitable candidates can be employed after the Referral Period of three (3) to five (5) business days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i)

suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at www.careersourcesfl.com or by contacting the SFWIB (i.e., CareerSource of South Florida) at (305) 594-7615, Extension 504.

OO. Where applicable, pursuant to Miami-Dade County Resolution No. R-478-12, Miami-Dade COUNTY is prohibited from contracting with any food program that uses meat products that contain "pink slime" – low-grade beef trimmings commonly added to ground beef. The COUNTY took that action in response to customer concerns regarding possible health risks by urging its food distribution service providers and meal service providers, including those who are Ryan White Program-funded, to immediately discontinue using meat products that contain those low grade beef trimmings. SERVICE PROVIDER must confirm that they are not using "pink slime" in the food or meals that they distribute prior to contract execution. An electronic copy of Resolution No. R-478-12 may be obtained at the following website: http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2012/120798min.pdf.

PP. If applicable, the use of grant funds for incentives in the form of gift cards to participants must be submitted as a Prior Approval request to the COUNTY. The COUNTY will subsequently be required to submit a Prior Approval request to HRSA through the Electronic Handbook. Gift cards may not be in the form of a pre-paid credit card. The following restriction applies: Recipients of gift card incentives must sign a statement acknowledging and agreeing to the purpose(s) of and restrictions on the incentive. Unallowable uses include, but are not limited to, the purchase of alcohol, tobacco, illegal drugs, or firearms. Gift cards may not be redeemed for cash.

QQ. Pursuant to Section 119.0701 of the Florida Statutes, the SERVICE PROVIDER shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(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; and

(d) Meet all requirements for retaining public records and transfer to the COUNTY, at no COUNTY cost, all public records created,

received, maintained and/or directly related to the performance of this Agreement that are in possession of the SERVICE PROVIDER upon termination of this Agreement. Upon termination of this Agreement, the SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

For purposes of this Article, the term "public records"' shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the COUNTY.

In the event the SERVICE PROVIDER does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and in Article II, Section 2.1 (QQ) of this Agreement, the COUNTY shall avail itself of the remedies set forth in Article XV, Section 15.1 of this Agreement.

RR. To adhere to 41 USC § 4712, Pilot Program for Enhancement of Employee Whistleblower Protection (Public Law 112-239, enacted January 2, 2013), which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, their subgrantees, and subcontractors to:

1) Inform their employees working on any federal award [that] they are subject to the whistleblower rights and remedies of the pilot program;

2) Inform their employees <u>in writing</u> of employee whistleblower protections under 41 USC § 4712 in the <u>predominant native language</u> of the workforce; and,

3) Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

This statute (41 USC § 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Furthermore, awards issued under HRSA Funding Opportunity Announcements are subject to the requirements of 48 CFR § 3.908. A standard term and condition of award requires that grantees inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712 in the predominant native language of the workforce. (Regarding 48 CFR § 3.908, note

that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should read as "grant," "grantee," "subgrant," or "subgrantee.").

SS. Smoke-Free Workplace. To understand that Public Health Service strongly encourages all award recipients and subrecipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

Article III
Authority of the County's Program Director
(of the Office of Management and Budget-Grants Coordination)

3.1 The SERVICE PROVIDER hereby acknowledges that the COUNTY's Program Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal or Agreement; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.

3.2 The SERVICE PROVIDER shall be bound by all determinations or orders and shall promptly obey and follow every order of the Program Director or designated representative, including the withdrawal or modification of any previous order and regardless of whether the SERVICE PROVIDER agrees with the Program Director's determination or order. Where orders are given orally, they will be issued in writing by the Program Director, or designated representative, as soon thereafter as is practicable.

3.3 The SERVICE PROVIDER must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Director. In the event that the SERVICE PROVIDER and the Program Director are unable to resolve their difference, the SERVICE PROVIDER may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

3.4 In the event of such dispute, the parties to this Agreement authorize the Miami-Dade County Mayor or the Mayor's designee, who may not be the Program Director or anyone associated with this Program, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Miami-Dade County Mayor or the Mayor's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Miami-Dade County

Mayor or the Mayor's designee within ten (10) business days of the occurrence, event or act out of which the dispute arises.

3.5 The Miami-Dade County Mayor or the Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SERVICE PROVIDER's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Miami-Dade County Mayor or the Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SERVICE PROVIDER to the Miami-Dade County Mayor or the Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Miami-Dade County Mayor or the Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Miami-Dade County Mayor or the Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SERVICE PROVIDER. Except as such remedies may be limited or waived elsewhere in the Agreement, SERVICE PROVIDER reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV
Responsibilities of the County

The COUNTY agrees:

4.1 To monitor the operations of the SERVICE PROVIDER, according to Federal and local guidelines and requirements, in order to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SERVICE PROVIDER and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.

4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines and the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. This portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The COUNTY will also develop strategies for ensuring that the provision of Ryan White Program services are consistent with the PHS guidelines for improving access to and quality of health services.

4.3 To develop and implement the Ryan White Program Performance Improvement Plan (PIP) and Quality Management Program to ensure that program-eligible clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Management and Budget-Grants Coordination, the Miami-Dade HIV/AIDS Partnership, service providers, Behavioral Science Research Corporation, Automated Case Management Systems, Inc., the Performance Improvement Advisory Team (PIAT), and Florida Department of Health in Miami-Dade County] to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with local, State, and Federal mandates.

4.4 To ensure that demographic, clinical, and primary medical care utilization information reported by the SERVICE PROVIDER is used to monitor HIV-related illnesses and trends in the local epidemic.

4.5 To monitor the SERVICE PROVIDER's compliance with standards for clinical services and the supportive services that link clients with outpatient medical care, if applicable under this Agreement. At a minimum, the COUNTY will demonstrate that Ryan White Program Part A and MAI-funded outpatient medical care and supportive service provision is consistent with PHS treatment guidelines for adults, adolescents, pediatrics, perinatal exposure, non-occupational exposure, primary medical care worker exposure, opportunistic infections, and tuberculosis. In addition, the COUNTY will monitor Ryan White Program Part A and MAI-funded providers' compliance with the measures included in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio" ("Portfolio"), as may be amended. This Portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level.

4.6 To exchange SERVICE PROVIDER contract information, service utilization data, reimbursement information, and performance reports with other funding sources that the SERVICE PROVIDER is contractually engaged with, in order to eliminate unnecessary duplication of services and billing.

4.7 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said client confidentiality, IIHI, or PHI as required by HIPAA.

4.8 To ensure that every subaward is clearly identified to the subrecipient (i.e., SERVICE PROVIDER) as a subaward and includes relevant information at the time of the subaward, as may be amended, pursuant to the U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance), 2 CFR § 200.330.

4.9 To evaluate each subrecipient's (SERVICE PROVIDER) risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes

of determining the appropriate subrecipient monitoring described in paragraph (e) of 2 CFR § 200.331 of the OMB Uniform Guidance.

Article V
Joint Responsibilities

5.1 Both Parties agree that the confidentiality of the clients served by the SERVICE PROVIDER under this Agreement shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring, evaluation, or communication provided; however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.

5.2 Given the increase in the collection and use of client level data, and risks to data security and personally identifiable information, the COUNTY and the SERVICE PROVIDER have a joint responsibility to fully comply with the "Standards for Privacy of Individually Identifiable Health Information"("Privacy Rule) set forth in 45 CFR part 160 and subparts A and E of 45 CFR part 164 and with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 USC § 1320d *et seq.*, including the requirement to report data breaches to the Office for Civil Rights (OCR).

The Privacy Rule which implemented the HIPAA, requires that certain health care providers maintain patient confidentiality and other patient rights. The Privacy Rule is administered and enforced by the Department of Health and Human Services' (HHS) OCR and is codified at 45 CFR parts 160 and 164. The Privacy Rule applies to "covered entities," as defined by the rule, which include health plans and most health care providers, including most recipients of Ryan White HIV/AIDS Program funding. (see https://careacttarget.org/sites/default/files/file-upload/resources/ProtectingHealthInfo_2004.pdf)

The OCR web site (http://www.hhs.gov/ocr/privacy/) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. More resources about health information privacy related to public health and the disclosure of protected health information is available at:
http://www.hhs.gov/ocr/privacy/hipaa/understanding/special/publichealth/index.html.

Additional information can be found at the TARGET Center website (https://careacttarget.org/sites/default/files/supporting-files/DataSecurity.pdf), under the module titled, "Ensuring the Security of Your Clients' Data".

5.3 Both Parties agree that each will adhere to the HRSA/HAB Division of Service Systems Monitoring Standards for Ryan White Part A Grantees; including all applicable Programmatic, Fiscal, and Universal Monitoring Standards, as may be amended. Documentation to support services provided, allowable costs, and program expenditures will be maintained by the respective Parties. The COUNTY will conduct annual site visits of the SERVICE PROVIDER to monitor adherence to these standards; at a date

and time to be determined by the COUNTY's Office of Management and Budget-Grants Coordination. Notwithstanding the foregoing, the COUNTY may make unannounced, on-site visits during normal working hours to the SERVICE PROVIDER's headquarters and/or any location or site where the services contracted for are performed.

Article VI
Requirements Related to Use of Ryan White Part A and MAI Program Funds

6.1 The SERVICE PROVIDER agrees to comply with applicable provisions of Federal, State and COUNTY laws, regulations and rules. Federal regulations include, but are not limited to, the U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200, also known as, the OMB Uniform Guidance), as may be amended. This new guidance, 2 CFR part 200, can be found electronically on the Code of Federal Regulations (CFR) website (http://www.whitehouse.gov/omb/grants_docs). The guidance provides a streamlined government-wide framework for grants administration and management. This final guidance supersedes the requirements from eight grants-related OMB Circulars. Additionally, 45 CFR part 75, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards", codifies these new regulations which supersede HHS' regulation at 45 CFR part 74, titled "Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations". These Cost Principles are found under Subpart E of the OMB Uniform Guidance. Special cost considerations for States, Local Governments and Indian Tribes and Institutions of Higher Education are found under 2 CFR § 200.416 and 2 CFR § 200.418, respectively. In accordance with Appendix IX to 2 CFR part 200, Hospital Cost Principles are still under review by OMB; therefore, existing principles located at 45 CFR part 74 Appendix E, titled "Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals," remain in effect. The new OMB Uniform Guidance is effective for grants and cooperative agreements awarded *on or after* December 26, 2014. These cost principles must be used in order to determine the allowable costs of work performed under Federal awards.

Standards for Financial Management

The SERVICE PROVIDER is also required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75. The financial systems must enable the recipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient to compare actual expenditures or outlays with the approved budget for the award.

HRSA funds must retain their award-specific identity—they may not be commingled with state funds or other Federal funds. ("Commingling funds" typically means depositing or recording funds in a general account without the ability to identify each specific source of funds for any expenditure.)

6.2 If the SERVICE PROVIDER's Fiscal Year End is PRIOR TO December 26, 2014, then the OMB Circular A-133 regulations apply. The OMB Circular A-133 audit requirements are limited to major programs that have annual expenditures over $500,000, as may be amended, from all Federal sources or those programs that are considered by the independent auditor to be "high risk." If the program is not deemed a major or high risk program, the independent auditor is not required to test samples from said program.

Part A grantees (such as the COUNTY) may have sub-recipients that constitute small sub-grants, which are not considered major programs, and thus HRSA cannot compel that such small sub-grants undergo an audit. However, pursuant to OMB Circular A-133 Section .215(c), a Federal agency or a pass-through entity (such as the COUNTY) must give the auditee 180 calendar days' notice before the fiscal year end, and the agency or pass-through must pay for the audit. As a grantee, the COUNTY may request that a small sub-grant be audited as a major program under OMB Circular A-133 with advanced notice and at the COUNTY's expense (charged to the grant).

If the SERVICE PROVIDER's Fiscal Year End is ON OR AFTER December 26, 2014, then the Uniform OMB Circular 2 CFR part 200 Subpart F regulations apply. The audit requirements in 2 CFR part 200 Subpart F stipulate that if the SERVICE PROVIDER spends $750,000 or more in Federal awards during the SERVICE PROVIDER's fiscal year then the SERVICE PROVIDER must have a single or program-specific audit conducted for that year in accordance with the provisions in Subpart F. A SERVICE PROVIDER that expends less than $750,000 during the SERVICE PROVIDER's fiscal year in Federal awards is exempt from this requirement, except as noted in 2 CFR § 200.503, but records must be available for review or audit. Pursuant to 2 CFR § 200.503 (e), a Federal agency or a pass-through entity (such as the COUNTY) may request for a program to be audited as a major program, however such requests must be made at least 180 calendar days prior to the end of the fiscal year to be audited. If the Federal awarding agency or a pass-through entity (such as the COUNTY) agrees to pay the full incremental cost, if any, associated with the program audited as a major program, then the auditee must have the program audited as a major program pursuant to this section.

Pursuant to Section 2-481 of the Miami-Dade County Code, the SERVICE PROVIDER will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The SERVICE PROVIDER agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

In either case, the Fiscal Year End audit must be submitted to the Federal Audit Clearinghouse (FAC) at (https://harvester.census.gov/facweb/default.aspx/) within the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of the SERVICE PROVIDER's Fiscal Year End date.

6.3 Where applicable, the SERVICE PROVIDER agrees to comply with cost-effectiveness and reasonableness in prescription drug acquisition practices according to 42 CFR part 50, subpart E, and 2 CFR part 200, subpart E as implemented by 45 CFR part 75, subpart E regarding cost principles. If the SERVICE PROVIDER is eligible to be a

covered entity under section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient prescription drugs (as defined in that section), failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset.

6.4 The SERVICE PROVIDER agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, and the Minority AIDS Initiative where applicable, as may be amended.

6.5 The SERVICE PROVIDER agrees to provide the COUNTY with the SERVICE PROVIDER's Data Universal Numbering System (DUNS) number prior to contract execution. The Terms and Conditions of the Federal Grant Award to the COUNTY for Ryan White Program services state that no entity may receive a subaward unless the subrecipient (i.e., the SERVICE PROVIDER) has provided its DUNS number to the recipient of the award (i.e., the COUNTY). A DUNS number is a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun & Bradstreet (D&B) and are used for a variety of purposes, including establishing business credit, applying for government contracting opportunities, and giving potential customers a way to view your payment history.

In addition, the SERVICE PROVIDER must be registered in the System for Award Management (SAM) (www.sam.gov) or by telephone at 1-866-606-8220. A DUNS number can be obtained from Dun & Bradstreet, on-line at http://fedgov.dnb.com/webform. Questions about the DUNS number should be directed to Dun & Bradstreet Customer Service at 1-866-705-5711.

6.6 The SERVICE PROVIDER agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV-related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to program-eligible persons living with HIV or AIDS.

6.7 If a particular service is available under the State Medicaid Plan or Medicaid Waiver Program, the SERVICE PROVIDER must enter into a participation agreement, if appropriate, and be qualified to receive payment under the State Medicaid Plan or Medicaid Waiver Program.

6.8 Where applicable, recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute 42 USC § 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 USC § 1320 7b(b) Illegal remunerations, which states, in part, that whoever knowingly and willfully:

A. Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service,

OR

B. In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five (5) years, or both.

6.9 Funds shall not be used to cover any of the following unallowable costs:

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, for the 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 permanently improve any building or other facility (other than minor remodeling).

C. Make direct cash payments to recipients of services, except in the form of food, personal hygiene products, or transportation vouchers as applicable to this Agreement.

D. Provide inpatient or emergency room services.

E. Develop materials designed to promote or encourage intravenous drug use or sexual activity.

F. Purchase vehicles without written HRSA Division of Grants Management Operations (DGMO) approval.

G. Conduct non-targeted marketing promotions or advertising about HIV services that target the general public (e.g., poster campaigns for display on public transit, TV or radio public service announcements, etc.).

H. Conduct broad scope awareness activities about HIV services that target the general public, or conduct outreach activities that have HIV prevention education as their exclusive purpose, pursuant to HRSA Division of Service System's Program Policy No. 10-02; with additional information available at www.hab.hrsa.gov.

I. Influence or attempt to influence members of Congress and other Federal personnel. Further, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall

not be construed to extend to this contract if made with a corporation for its general benefit.

J. Influence or attempt to influence members of the Miami-Dade County Board of County Commissioners, the Miami-Dade County Mayor, or any employee or personnel of Miami-Dade County.

K. Conduct foreign travel.

L. Use Ryan White HIV/AIDS Program funds to support Syringe Services Programs, inclusive of syringe exchange, access, and disposal. Per Division G, Title V, Section 521, of the Consolidated and Continuing Further Appropriations Act, 2015 (Public Law 113-235), no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

M. Use Ryan White HIV/AIDS Program funds to file any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.

N. Alcoholic beverages, especially, but not limited to its use, as an entertainment expense.

O. Entertainment costs such as the cost of amusements, social activities, and related incidental costs.

P. Honoraria when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for, the recipient of the honorarium. However, a payment for services rendered, such as a speaker's fee under a conference grant, is allowable.

Q. Lobbying is generally unallowable, including costs of lobbying activities to influence the introduction, enactment, or modification of legislation by the U.S. Congress or a State legislature. Under certain circumstances, as provided in the applicable cost principles, costs associated with activities that might otherwise be considered "lobbying" that are directly related to the performance of a grant may be allowable. The recipient or subrecipient should obtain an advance understanding with the HRSA Grants Management Specialist (GMS) if it intends to engage in these activities. See also Article II, Section 2.1 (S) of this Agreement for more details.

R. Meal costs are generally unallowable except for the following:
   i. Subjects and patients under study.
   ii. Where specifically approved as part of the project or program activity (e.g., in programs providing residential substance abuse treatment services).
   iii. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.

iv. As part of a per diem or subsistence allowance provided in conjunction with allowable travel. Under a conference grant, when meals are a necessary and integral part of a conference, provided that meal costs are not duplicated in participants' per diem or subsistence allowances.

6.10 The SERVICE PROVIDER shall:

A. Participate in activities related to the development of a community-based continuum of care (i.e., HIV Care Continuum) encompassing the comprehensive range of services required by program-eligible persons living with HIV infection or their families, where applicable, in order to meet the HIV+ client's health care and social service needs throughout the course of their illness;

i. The HIV Care Continuum will measure client health outcomes from HIV diagnosis, linkage to care, engagement or retention in care, prescription of antiretroviral therapy, to achieving viral suppression.

B. Commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among Ryan White Program-funded service providers; and

C. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients or other care providers. The SERVICE PROVIDER's internal grievance procedures must afford their clients or other care providers with immediate access to these procedures. These procedures shall be made available to clients or other care providers prior to accessing the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SERVICE PROVIDER's internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SERVICE PROVIDER to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SERVICE PROVIDER; and a reasonable timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SERVICE PROVIDER site. Documentation of informal complaints and formal grievances from program staff and clients must be tracked and reported to the COUNTY in the Annual Progress Report, referenced in Article VII, Section 7.1 (C) of this Agreement.

6.11 The SERVICE PROVIDER agrees to provide services under this Agreement without regard to:

A. The ability of the individual to pay for such services;

B. The current or past health conditions of the individuals to be served;

C. The receipt of additional services from other health or social service facilities funded under the Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended, except for services requiring a medical case management referral [Ryan White Program Certified Referral or Out of Network (OON) Referral]; or

D. The client's utilization of other services offered by the SERVICE PROVIDER, except for certain medical specialty care services which may require a second medical opinion from a physician affiliated with the SERVICE PROVIDER, subject to the availability of funds and budgetary limitations.

6.12 Service provision shall be based on the following:

A. The SERVICE PROVIDER agrees that client eligibility for services under this Agreement shall be determined on the basis of the confirmatory medical status of the person living with HIV or AIDS, as documented by records referenced in Article VII, Section 7.1, of this Agreement.

B. Services shall be provided to underserved medically indigent program-eligible persons living with HIV or AIDS whose income does not exceed 400% of the Federal Poverty Level guidelines [unless otherwise specifically noted in the local FY 2015 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended], including, but not limited to, men, women, youth, children, infants, minorities, the homeless, the physically or mentally disabled, hemophiliacs, and persons affected by chemical dependency or mental illness, as documented by acceptable records as referenced in Article VII, Section 7.1, of this Agreement.

C. The SERVICE PROVIDER shall ensure that each program-eligible service recipient permanently resides in Miami-Dade County, as documented by records referenced in Article VII, Section 7.1, of this Agreement.

6.13 The SERVICE PROVIDER shall:

A. Assume the financial risk for providing services to individuals who do not have documentation of a confirmatory HIV+ test result, except for instances where it is permissible to serve affected non-HIV positive individuals as per Federal guidelines, and as allowed under the most current, local Ryan White Program Service Delivery Guidelines;

B. Assume the financial risk for providing services to individuals for whose services other local, State, or Federal sources of funding could have reasonably been anticipated or determined;

C. Assume the financial risk for providing services to individuals who the SERVICE PROVIDER has not properly documented as eligible for Ryan White Program Part A or MAI-funded services, as specified in Article VII of this Agreement and the most current, local Ryan White Program Service Delivery Guidelines;

D. Assume the financial risk for submitting a Ryan White Program Certified Referral to another Ryan White Program-funded provider certifying that the client is eligible if the SERVICE PROVIDER has not properly documented the client as being eligible for Ryan White Program Part A or MAI-funded services, as specified in Article VII of this Agreement and the most current Ryan White Program Service Delivery Guidelines;

E. Provide services in a setting that is accessible to low-income, program-eligible clients who are living with HIV or AIDS;

F. Conduct general outreach (recruitment) to locate low-income, program-eligible individuals living with HIV disease and are not receiving outpatient medical care or treatment in order to inform such individuals of available services at the SERVICE PROVIDER's location and in the community; such general outreach or recruitment is not related to targeted Part A or MAI-funded outreach services;

G. Demonstrate and document compliance, to the extent possible, with the local Ryan White Program System-wide Standards of Care; the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended, which includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level; the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care; and, if applicable, with the local Ryan White Program Medical Case Management Standards of Service, Public Health Service Guidelines, Ryan White Program Oral Health Care Standards, and the Minimum Primary Medical Care Standards for Chart Review; as well as any related Clinical Performance Measures that may be disseminated during the contract year;

H. Coordinate service delivery and medical case management efforts with other Ryan White Program (Part A and MAI) and non-Ryan White Program service providers;

I. Coordinate continuous quality improvement activities with other care providers as appropriate;

J. Participate in quality management trainings, workshops, external record reviews, and any other related activities as required by the COUNTY or the Miami-Dade HIV/AIDS Partnership;

K. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training; and

L. Maintain sufficient documentation in the client charts or service logs to support the procedures or services rendered under this Agreement. This documentation

will include, at a minimum, the date of service or activity, type of service or activity, service or activity code (if applicable), the number of service or activity units provided, the time spent providing the service or activity, and any other special documentation required under an individual service category, as defined in the local FY 2015 Ryan White Program Service Delivery Guidelines. Where appropriate, SERVICE PROVIDER staff shall also include details of the visit in a progress note which must also be maintained in the client chart or electronic medical/health record. Upon request, a written acknowledgment of the services rendered shall be provided to the client, including the cost of such services to the program if requested by the client. Verification of services provided is subject to review and audit by the Miami-Dade County Office of Management and Budget-Grants Coordination Ryan White Program. Failure to maintain sufficient supporting documentation may result in payments being denied or fiscal repayment to the Ryan White Program.

6.14 If the SERVICE PROVIDER does not impose charges or accept payment for services from any third-party payer, including any insurance policy or any Federal or State health benefits program, then Section 6.9 (A) above and Section 6.15 immediately below do not apply.

6.15 If the SERVICE PROVIDER charges for services and provides services that are reimbursable through Medicaid and/or other insurance, then the SERVICE PROVIDER **must use** a sliding fee scale for clients receiving these services through Ryan White Program funds. The scale is based on the most current Health and Human Services Federal Poverty Guidelines (also known as the Federal Poverty Level or FPL), which is updated annually. Clients with an income less than or equal to 100% of the 2015 FPL guidelines will not pay a fee for the provision of services. Clients with an income greater than 100% of the 2015 FPL guidelines may pay a fee for the provision of services and, if so, will be charged according to a sliding fee scale. The SERVICE PROVIDER will post the sliding fee scale so that it is visible to clients and the general public.

A. Annual aggregate charges to clients receiving Ryan White Program-funded services shall conform to the following limitations:

(1) Sliding fee schedule:

Individual/Family Annual Gross Income	Total Allowable Annual Charges
Less than or equal to 100% of the Federal Poverty Level guidelines	No charges permitted
101% to 200% of the Federal Poverty Level guidelines	5% or less of annual gross income
201% to 300% of the Federal Poverty Level guidelines	7% or less of annual gross income

301% to 400% of the Federal Poverty Level guidelines	10% or less of annual gross income

(2) The term "aggregate charges" applies to the annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, co-insurance, or other charges for services.

B. Documentation of the annual gross household income of the client/client's family, as specified in Article VI, Section 7.1(A)(2) of this Agreement, shall suffice as the baseline by which the caps on fees shall be established.

Article VII
Reporting, Record-keeping, and Evaluation Studies

7.1 The SERVICE PROVIDER shall keep adequate, legible records of program-eligible clients served and the services provided to those clients as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SERVICE PROVIDER shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SERVICE PROVIDER and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period.

Documentation of client eligibility is required at initial intake and recertification of eligibility is required every six (6) months thereafter; and must include verification of low-income status, residency in Miami-Dade County, and that the Ryan White HIV/AIDS Program is the payer of last resort. The client's medical necessity (confirmatory HIV+ status) must be documented at least once, with additional documentation if there is a progression to AIDS.

A. At a minimum, the following records shall be kept:

(1) Documentation of the program-eligible client having HIV or AIDS. Said documentation shall include a copy of one (1) or more of the following: lab test results (e.g., 4th Generation HIV test, Multispot® HIV-1/HIV-2 Rapid Test, HIV Western Blot, ELISA with Western Blot, detectable viral load or culture result; a positive HIV viral culture or test result); or a certified referral form. A Project AIDS Care (PAC) Waiver Notification of Level of Care (Form 603) will also be accepted as proof of a client's HIV+ status. **Ryan White Program-funded services MAY NOT be provided to clients without documented proof of a confirmatory test result for HIV.** See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility Requirements, of the local FY 2015 Ryan White Program

Service Delivery Guidelines, for more details, as incorporated herein by reference.

(2) Documentation of the program-eligible client's economic status that establishes their gross household income. Said documentation shall include, but not be limited to, a copy of one (1) or more of the following: the client's paycheck stubs for the most current two (2) pay periods; Supplemental Security Income (SSI) checks or benefit/award letters; Social Security Disability Insurance (SSDI) benefit/award letters; Social Security Administration (SSA) benefit/award letter; Temporary Assistance for Needy Families (TANF) checks or benefit/award letters; HOPWA/Section 8 Rental Assistance Statement; other letters of Notification of Benefits [e.g., Medicaid, Medicare, Food Stamps (e.g., the SNAP Program), private disability, retirement/pension, Worker's Compensation, Veteran's, Administration, Women, Infants and Children (WIC) Program, Low Income Subsidy, etc.)]; other public assistance checks; current W-2 Wage and Tax Statement Forms; current and signed Individual or Business Tax Return Forms; Third Party Query Procedure (TPQY) screenings for verifying SSA/SSI benefit information; notarized letter from Head of Household (HOH) detailing the client's relationship to the HOH and the level of financial assistance provided to the client; income from rental property; child support/court order check; (for undocumented clients only) a letter from the employer indicating the level of pay provided to the client; a zero income letter from a shelter or residential treatment facility located in Miami-Dade County; a Statement of No Income and Local Residence Form (for clients up to 25 years of age, where applicable); a certified referral form; or in extreme and rare cases, a notarized self-declaration letter from the client indicating their income (which must be approved by a Ryan White Program Medical Case Management Supervisor or the Office of Management and Budget-Grants Coordination). See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility Requirements, of the local FY 2015 Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

In addition, SERVICE PROVIDER shall check for Property Information on the property tax page of the Miami-Dade County Tax Collector website (https://www.miamidade.county-taxes.com/public) to ensure that all Ryan White Program-eligible clients are screened at initial intake and at each 6-month re-assessment to ensure that program-eligible clients do not have additional income from rental property. Clients who have more than one (1) property listed in their name must have their gross household income adjusted accordingly. Documentation to support the completion of this search (showing additional properties or no properties) must be filed in the client's chart or electronic medical/health record.

(3) Documentation of the program-eligible client's permanent physical residency in Miami-Dade County. Such documentation shall include but not be limited to, a copy of one (1) of the following forms of

documentation showing the client's physical living address in Miami-Dade County: the client's current and valid, government-issued State of Florida driver's license or State of Florida Identification Card; rental lease, mortgage or rent receipts in the name of the client; notarized Head of Household (HOH) letter only if the client physically resides with the person completing the HOH letter; property search of Miami-Dade County Tax Collector website (https://www.miamidade.county-taxes.com/public) if the residence is listed in the client's name; Declaration of Domicile (Form 578; also known as the Declaration of Residence) as issued by the Miami-Dade County Courthouse; utility bills in the client's name; Department of Corrections Certification; a Statement of No Income and Local Residence Form (for clients up to 25 years of age, where applicable); or a certified referral form. See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility Requirements, of the local FY 2015 Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

(4) Service eligibility determination must be made and documented based on the most current, local FY 2015 Ryan White Program Service Delivery Guidelines and the corresponding Ryan White Program Cost and Eligibility Summary Chart.

(5) Client records (electronic or hard copy) shall include:

Client-level (intake) information that is entered in the Ryan White Program Service Delivery Information System (SDIS), as required and as applicable, in order to receive reimbursement for services rendered that includes unique client identifier number(s), intake date, date of birth, confirmatory proof of HIV status, gender at birth, current gender, race, race sub-groups, ethnicity, ethnicity sub-groups, country of origin, primary language at home, assessment of disabilities from a functional perspective, risk-related behaviors, level of HIV infection, referral source, ZIP code, TB status, year of diagnosis, location of diagnosis, annual client income, gross household income, size of household, insurance status, identification as a new or established client, specific service(s) provided, number of service units provided, unit cost, multiplier rate if applicable, dispensing cost if applicable, and total monthly cost per service category.

Medical case management providers must also utilize the SDIS to enter progress notes no later than two (2) business days after service provision. Payment for medical case management and Peer Education and Support Network (PESN) services where progress notes are entered more than seventy-two (72) hours, excluding holidays and weekends, after the actual date of service may be denied, at the discretion of the COUNTY.

(6) Service providers receiving a Ryan White Program Certified Referral or OON Referral must maintain a copy of the referral in the client's chart or electronic medical/health record.

(i) Failure of the referring agency to maintain appropriate eligibility documentation in the client chart or electronic medical/health record, or of the receiving agency to maintain the actual Ryan White Program Certified Referral in the client chart or electronic medical/health record, is subject to corrective action and fiscal repayment to the COUNTY.

(ii) For the service provider receiving an Out of Network (OON) referral, failure to maintain the actual OON referral and its allowable supporting documentation and consent forms on file in the client's chart or electronic medical/health record is also subject to corrective action and fiscal repayment to the COUNTY.

B. The SERVICE PROVIDER shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided. If the 20th day of the month falls on a weekend or COUNTY-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. Reimbursement requests will be submitted in a format determined by the COUNTY, regarding the provision and utilization of Part A and MAI-funded services, where applicable, in accordance with the provisions of corresponding OMB Uniform Guidance requirements and the Ryan White HIV/AIDS Treatment Extension Act of 2009, including the Minority AIDS Initiative, as may be amended. These monthly reports shall include:

Client identification system (CIS) number, date of service, user identification code for provider of service, type of service (billing code), units of service, and total amount charged for the service.

C. Based on client-level and service utilization data entered in the SDIS, the SERVICE PROVIDER shall submit an Annual Progress Report, a qualitative report based on fiscal year billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at a date to be determined by the COUNTY, within four (4) months after the end of the contract period. This report will include a narrative of accomplishments, challenges, and technical assistance needs encountered during the fiscal year; as well as a reporting of progress made in relation to the CLAS Standards, the Ryan White Program System-wide Standards of Care, and the Medical Case Management Standards of Service, where applicable, as defined in the local FY 2015 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. A reporting of informal complaints and/or formal grievance received and responded to by the SERVICE PROVIDER will also be included as part of the Annual Progress Report. As a component of this report, the SERVICE PROVIDER shall also collect and report to the COUNTY, in a format to be provided by the COUNTY, information on specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

The SERVICE PROVIDER will also submit annually a signed assurance to accompany the Annual Progress Report, in a format provided by the COUNTY for this reporting requirement. This assurance form shall be initialed and signed by the SERVICE PROVIDER's Board President and its Chief Executive Officer, and properly notarized or stamped with a corporate seal. This assurance will indicate that Ryan White Program funds were used in accordance with the local FY 2015 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

The MAI-funded SERVICE PROVIDER shall enter all client-level and service utilization data in the SDIS for eligible minority HIV+ clients to assist with the reporting of the Annual Progress Report for MAI-funded services. The COUNTY will be responsible for preparing a summary report to submit to HRSA, based on the client and service data entered in SDIS. This COUNTY generated report will include information on client demographics, service utilization, and specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

D. The SERVICE PROVIDER, on an annual basis, shall submit to the COUNTY a Ryan White Program Client-level Services Data Report (RSR), a quantitative annual report based on calendar year client-level service utilization data. This documentation (including the Provider Report and the Client-level Data/encrypted XML data file) shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate. The RSR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding, as may be amended. Additionally, the SERVICE PROVIDER shall comply with HRSA's Client Level Data (CLD) requirements. The COUNTY shall notify all SERVICE PROVIDERS at the earliest opportunity of any additional requirements related to the CLD.

E. The SERVICE PROVIDER shall submit to the COUNTY a Final Line Item Expenditure Report, separate for each funded service category, itemizing all Ryan White Part A and MAI funding, where applicable, other shared costs received, and actual expenditures incurred during the contract period associated with this Agreement. The Final Line Item Expenditure Report must reflect the actual expenses for approved line items that Part A and/or MAI-funds reimbursed by the COUNTY's Ryan White Program were actually applied to. This Final Line Item Expenditure Report must also reflect all changes made to the SERVICE PROVIDER's Part A/MAI award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding Fiscal Year. The Final Line Item Expenditure Report must be submitted no later than sixty (60) calendar days following the end of the contract period, or at any time specified by the COUNTY. This Final Line Item Expenditure Report must be consistent with the applicable OMB Uniform Guidance, as may be amended.

F. The SERVICE PROVIDER shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of $1,000.00 or more per item and with a normal life of one (1) or more years, not including equipment directly related to the Ryan White Program Service Delivery Information System (SDIS). All nonexpendable property purchased with Federal Ryan White Part A/MAI funds from this and previous Agreements with the COUNTY shall be inventoried annually by the SERVICE PROVIDER. An inventory report shall be submitted to the COUNTY, on a format to be provided by the COUNTY.

1. The SERVICE PROVIDER's nonexpendable property records shall include:

   (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;

   (b) Location of nonexpendable property;

   (c) Model number and manufacturer's serial number;

   (d) Date of acquisition;

   (e) Property cost;

   (f) Property inventory number;

   (g) Information on its condition; and

   (h) Information on its transfer, replacement or disposition, if applicable.

2. Title (ownership) to all nonexpendable personal property as identified directly above in Article VII, Section 7.1 F(1) that was purchased with Federal Ryan White Part A or MAI Program funds under this Agreement or prior year Agreements shall vest in the COUNTY.

3. The SERVICE PROVIDER must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal Ryan White Part A or MAI funds under this Agreement or prior year Agreements. The SERVICE PROVIDER shall transfer or dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.

4. All equipment and products purchased with Ryan White Part A or MAI funds under this Agreement or prior year Agreements should be American-made, to the greatest extent practicable.

G. **Proof of Tax Status.** If applicable, the SERVICE PROVIDER is required to submit to the COUNTY the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990 and automatic 3-month extension through form 8868, if applicable; (c) the annual submission of I.R.S. form 990 within (6) months after SERVICE PROVIDER's fiscal year end; and (d) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends. SERVICE PROVIDER shall notify the COUNTY of any changes to SERVICE PROVIDER's tax-exempt status within ten (10) business days of such change.

H. The SERVICE PROVIDER shall utilize standard forms developed by the COUNTY or the Miami-Dade HIV/AIDS Partnership to deliver, document, coordinate and report services provided under this Agreement. The SERVICE PROVIDER shall begin to utilize such standard tools immediately upon implementation by the COUNTY or the Miami-Dade HIV/AIDS Partnership.

I. The SERVICE PROVIDER shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the COUNTY's request.

7.2 The SERVICE PROVIDER agrees to participate in evaluation studies, quality management activities, Performance Improvement Plan activities, and needs assessment activities sponsored by the U.S. Health Resources and Services Administration (HRSA) or analyses carried out by or on behalf of the COUNTY or the Miami-Dade HIV/AIDS Partnership to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SERVICE PROVIDER shall:

A. Permit right of access of authorized staff involved in such efforts to SERVICE PROVIDER's premises and records, in accordance with applicable Federal and State privacy laws and requirements, and in accordance with Article II, Sections 2.1 (J), (W), and (X) of this Agreement;

B. Provide each client a confidential client survey consent form to be provided by the COUNTY or its authorized representatives which will include his/her unique Client Identification System (CIS) number, the name of the SERVICE PROVIDER, the date of service, and space for the client to indicate consent as to whether or not they may be contacted to participate in client satisfaction surveys;

C. Participate in ongoing meetings and quarterly service provider forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support service providers; and

D. Participate in record review exit interviews, and work to address recommended improvements or corrective actions in a timely manner, as determined by the COUNTY.

7.3 The SERVICE PROVIDER agrees to participate in the Ryan White Program Service Delivery Information System (SDIS). This participation shall, at a minimum, assure:

A. The right of access of authorized COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the SDIS, on behalf of the COUNTY, to the SERVICE PROVIDER's premises, equipment, electronic files, client charts, and where appropriate, medical records, in accordance with applicable Federal and State privacy laws and requirements, and in accordance with Article II, Sections 2.1 (J), (W), and (X) of this Agreement;

B. Completion of data entry and updates of minimum data set (required fields) specified in the SDIS Data Entry Procedures form included under Exhibit A of this Agreement. In addition, the SERVICE PROVIDER must maintain the level of staff involvement and frequency of data entry specified under Exhibit A of this Agreement;

C. Compliance with all policies and procedures related to the full use of the SDIS as required by the COUNTY; including, but not limited to, medical case management providers utilizing the SDIS to record intake information, health assessments, financial assessments, referrals, and progress notes; and all service providers utilizing the SDIS to record client level information, required demographics, and service utilization data;

D. The submission of a written request to the COUNTY (via U.S. mail, facsimile, or electronic mail) for any additional staff (system user or provider), equipment, or telecommunication lines needed to access the SDIS. Requests for additional staff to gain access to the SDIS must be submitted to the COUNTY, on a form provided by the COUNTY, in a timely manner not to exceed thirty (30) calendar days from the date of hire or transfer into the Ryan White Program. Requests for additions to the SDIS that exceed three (3) months from the first date the staff person provided services to Ryan White Program-eligible clients may be denied. The written request for equipment shall, at a minimum, include a justification for the request, the type and number of equipment items or telecommunication lines needed, and the number and names of the staff members that will need access to the SDIS, as well as a description of their responsibilities and their start date under this Agreement;

E. Participation of appropriate SERVICE PROVIDER staff persons in on-going SDIS technical assistance and training workshops, and user support groups;

F. Timely updates of electronic client records. The SERVICE PROVIDER will update the SDIS with current information on the client's medical, financial, and Miami-Dade County permanent residency eligibility for Ryan White Program and MAI-funded services, and will update any and all required fields specified under Exhibit A of this Agreement. The SERVICE PROVIDER will also be responsible for updating client records prior to submitting Ryan White Program Certified Referrals to other Part A or MAI-funded service providers. **Ryan White Program Certified Referrals made without proper documentation in the SDIS of the**

clients' medical, financial, and residency eligibility for specific Part A or MAI-funded services may result in payment deductions for the SERVICE PROVIDER making the referrals; and

G. Service delivery data shall be entered or uploaded in the SDIS, compiled in a service report, and submitted to the COUNTY on a monthly basis as part of the SERVICE PROVIDER's reimbursement request. The SERVICE PROVIDER, upon notification by the COUNTY, shall provide clarification or verification and supporting documentation, if requested, for line items that were determined by the COUNTY to be questionable. The SERVICE PROVIDER will respond to the request for additional information or clarification within one (1) week of being notified by the COUNTY, or at a time otherwise determined by the COUNTY in writing. Failure to respond to the COUNTY's request may result in denial of the item(s) in question.

H. Requests to remove persons from the SDIS User Access or Provider List will be made by the SERVICE PROVIDER, in a timely manner, not to exceed thirty (30) calendar days from the effective date of removal. Such requests will be made in writing from the SERVICE PROVIDER to the COUNTY via U.S. mail, facsimile, or electronic mail; and will include the name of the person, position title, and effective date. Requests to remove medical case management personnel from the SDIS will only be approved once the staff person's respective client caseload has been reassigned.

7.4 The SERVICE PROVIDER understands that changes in data reporting, frequency of required submissions, and data management requirements, including a standard data set, needs assessment and format, may be necessary, and agrees to comply with such modifications.

7.5 The SERVICE PROVIDER shall:

A. Maintain appropriate systems, in addition to the local Ryan White Program Service Delivery Information System (SDIS), to ensure compliance with all record-keeping and reporting requirements;

B. Keep accounting records which conform with generally accepted accounting principles which shall include, but not be limited to, a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient (client) escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the COUNTY. All such records shall be retained by the SERVICE PROVIDER for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period;

C. Furnish to the COUNTY copies of the annual certified public accountant's audit report and all related financial statements made in accordance with applicable OMB Uniform Guidance 2 CFR part 200, subpart F, as implemented by, 45 CFR part 75, subpart F related to contract cost principles and procedures, as may be amended, and the related financial statements. The audit(s) performed shall be

conducted on each of the organization's fiscal year(s) during which Ryan White Program Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent auditors. Non-Federal entities that expend less than $500,000 per fiscal year in awards from all Federal sources with fiscal years ending AFTER December 31, 2003, are exempt from the OMB Circular A-133 audit requirements awards for that year, if the organization's Fiscal Year End is prior to December 26, 2014. Non-Federal entities, whose Fiscal Year End is ON OR AFTER December 26, 2014, that expend less than $750,000 per fiscal year in awards from all Federal sources, are exempt from the requirements of OMB Uniform Guidance 2 CFR 200 Subpart F. However, in both cases, such entities are still required to submit a certified report of audited financial statements on an annual basis. A copy of the complete audit report must be received by the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SERVICE PROVIDER's fiscal year end, unless the COUNTY agrees in writing to a written request for an extension from the SERVICE PROVIDER's independent auditor indicating the proposed completion date;

D. Include record-keeping and reporting requirements in all COUNTY approved subcontracts that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of Service(s) (Exhibit A) and meet all requirements set forth in Article II, Section 2.1 (M) of this Agreement; and

E. Maintain a cost allocation plan, agency-wide budget, and reports of budgeted versus actual costs, along with supporting documentation for any shared costs included in the SERVICE PROVIDER's approved contract budget(s) for the provision of HIV-related services under the Ryan White Part A and/or MAI Programs, where applicable.

Article VIII
Amount Payable

8.1 Both parties agree that should funding to the COUNTY for health and support services for program-eligible persons living with HIV or AIDS be reduced or should the SERVICE PROVIDER fail to maintain a documented expenditure pattern consistent with the attached Scope of Service (Exhibit A) and Service Budget documents [line item budgets, narrative budget justification and, if applicable, price form(s), price lists, or acknowledgments] (Exhibit B) based on actual reimbursements, the amounts payable under this Agreement may be proportionately reduced or eliminated at the sole discretion and option of the COUNTY, as detailed in Section 8.3 below. All services undertaken by the SERVICE PROVIDER before the COUNTY's execution of this Agreement shall be at the SERVICE PROVIDER's risk and expense. In any event, the maximum amount payable under this Agreement shall not exceed the following award amounts, unless a formal amendment is executed by the COUNTY:

[FOR PHT/JHS only; THEN DELETE THIS LINE AND EXTRA SPACES/RETURNS]

Service Category	Amount
For medical case management:	$1,191,075
For MAI medical case management:	$135,246
For mental health therapy/counseling:	$17,810
For oral health care:	$593,544
For outpatient medical care:	$1,756,431
For MAI outpatient medical care:	$125,632
For outreach services:	$36,446
For prescription drugs:	$124,000
For transportation vouchers:	$66,997

[FOR ALL OTHER SERVICE PROVIDERS; THEN DELETE THIS LINE AND EXTRA SPACES/RETURNS]

Service Category	Amount
For: **[insert full service category name, in alphabetical order, and in lower case; then bold off]**:	$ **$[line up 1's column, no decimals; then bold off]**

8.2 It is clearly understood that all services requested are on an "as needed basis" and that the service estimate or maximum amount payable referred to in this Agreement in no way constitutes a guarantee of the level of effort that may be requested from the SERVICE PROVIDER or a guarantee of a specific amount payable by the COUNTY.

8.3 The SERVICE PROVIDER's budget(s) will be reduced accordingly, if the Office of Management and Budget-Grants Coordination as designated by the Miami-Dade County Mayor or the Mayor's designee to administer the grant finds that:

A. The SERVICE PROVIDER fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or

B. There were any significant deviations from the approved Scope of Service(s) (Exhibit A) indicating that the SERVICE PROVIDER is not spending at a rate that would absorb its full allocation, for any category of service, within the contract period.

8.4 In the event the COUNTY determines that a reduction in the SERVICE PROVIDER's budget(s) is necessary, the COUNTY shall notify the SERVICE PROVIDER in writing within thirty (30) calendar days of said reduction decision.

Article IX
Project Budget and Method of Payment

9.1 The SERVICE PROVIDER agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. The invoices shall be properly documented and prepared in accordance with the COUNTY's Ryan White Program reimbursement policies. Failure to submit monthly reimbursement request(s) and Service Delivery Information System reports in a manner satisfactory to the COUNTY by the twentieth (20th) day of each month following the month in which services were delivered, shall render the SERVICE PROVIDER in non-compliance with this Article, unless the COUNTY has granted the SERVICE PROVIDER an extension in writing. Notwithstanding the foregoing if the 20th day of the month falls on a weekend or County-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. The COUNTY may require the SERVICE PROVIDER to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. Where applicable, outpatient medical care and outreach service providers who submit a reimbursement request four (4) months after the date of service provision may be denied. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.

A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SERVICE PROVIDER as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SERVICE PROVIDER as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

B. For non-governmental service providers, no payments will be made without original and non-expired certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY's Internal Services Department, Risk Management Division, as specified under Article XI, Section 11.3 of this Agreement.

C. The contract close-out invoice along with any outstanding reports shall be submitted no later than forty-five (45) calendar days following the end of this Agreement's contract period. If the SERVICE PROVIDER fails to comply, all rights to related payment will be forfeited.

9.2 At the option of the COUNTY, reimbursement shall be consistent with the SERVICE PROVIDER's approved Service Budget documents [line item budget(s), narrative budget justification(s), price form(s), price list(s), or acknowledgment(s)], (shown as Exhibit B attached herewith), and on the basis of one (1) or more of the following items:

A. Staff Time: to be invoiced by (for outreach services) or supported by (for all other services) a copy of the SERVICE PROVIDER's time sheets and payroll records;

In accordance with applicable OMB Uniform Guidance, documentation of Support or Apportioning of Salaries and Wages (i.e., time and effort reports) must be maintained for any staff allocated in whole or in part to this Agreement, and is subject to audit by the COUNTY and to fiscal repayment to the COUNTY if the SERVICE PROVIDER is determined to be out of compliance with this requirement. Documentation that reconciliation of such time and effort reports is conducted on a regular basis by the SERVICE PROVIDER is also required.

B. Service Units: to be billed at the unit cost, multiplier rate, or dispensing charge contained in the approved Service Budget(s) and Price Form(s), and invoiced with supporting documentation showing units of services delivered (i.e., actual services provided or rendered) to eligible clients, as specified under Article VII, Section 7.1 of this Agreement;

C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; or

D. Overhead rate (administrative charge): as shown in approved Service Budget, Exhibit B of this Agreement.

9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. Upon written notice to the SERVICE PROVIDER, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SERVICE PROVIDER. Upon withholding or seeking reimbursement from the SERVICE PROVIDER, the COUNTY has the right to retain said funds. Notice shall be provided by the COUNTY to the SERVICE PROVIDER in a timely manner, not to exceed thirty (30) calendar days from the date the COUNTY is informed by the SERVICE PROVIDER or other source, or the COUNTY discovers through its independent inspection, review, or audit pursuant to Article II, Sections 2.1 (I) and (J) of this Agreement that the SERVICE PROVIDER was not entitled to any or all funds claimed under this or any current or prior Agreement between the SERVICE PROVIDER and the COUNTY. Notwithstanding the COUNTY's rights as described herein, the COUNTY shall communicate and work with the SERVICE PROVIDER to ensure compliance with this Agreement and to further ensure that the issuance of the notice described in this Section 9.3 is warranted.

9.4 The SERVICE PROVIDER's actual expenditures may not deviate more than 15% per line item on the most current approved Service Budget(s), attached herein as Exhibit B, without written approval from the COUNTY. Line items may not be added without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.

9.5 Budget revision requests must be submitted to the Office of Management and Budget-Grants Coordination (OMB-GC)/Ryan White Program no later than thirty (30) calendar days prior to the end of the contract period. For outreach services only, budget revision requests submitted to OMB-GC after this deadline will be considered on a case-by-case basis. Budget revision requests will be effective upon the date of written approval by the

administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the SERVICE PROVIDER.

9.6 The SERVICE PROVIDER agrees to send all invoices, reports, and budget revision requests to the following address, unless otherwise directed by the COUNTY in writing:

Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director

9.7 Documents requiring original signatures must be mailed or hand delivered to the address listed directly above in Section 9.6. All other documents or reports may also be sent to the Office of Management and Budget-Grants Coordination via email or facsimile (305-375-4454) if prior arrangements are made by the SERVICE PROVIDER and COUNTY.

9.8 The COUNTY agrees to review invoices and to inform the SERVICE PROVIDER of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the COUNTY's Ryan White Program reimbursement policies shall be mailed to the SERVICE PROVIDER, or if approved, via electronic transfer (direct deposit) by the COUNTY's Finance Department.

9.9 The SERVICE PROVIDER agrees to comply with any changes to the reimbursement procedures specified by the COUNTY, including changes to required information and format of monthly reimbursement reports.

Article X
Representations and Warranties

10.1 The SERVICE PROVIDER represents and warrants to the COUNTY as follows:

A. **Organization.** The SERVICE PROVIDER is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The SERVICE PROVIDER is aware of and is in compliance with all material applicable State and Federal laws.

B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SERVICE PROVIDER. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the SERVICE PROVIDER or any of its officers.

C. **Solicitation of this Agreement**. The SERVICE PROVIDER has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the SERVICE PROVIDER paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

Article XI
Indemnification and Insurance

11.1 **Indemnification by the SERVICE PROVIDER.**

A. **Non-Governmental Service Provider Indemnification.** The SERVICE PROVIDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SERVICE PROVIDER or its employees, agents, servants, partners, principals, or subcontractors. The SERVICE PROVIDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the SERVICE PROVIDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

B. **Governmental Entity Service Provider Indemnification.** The SERVICE PROVIDER shall indemnify and hold harmless the COUNTY, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SERVICE PROVIDER or the SERVICE PROVIDER's officers, employees, agents, servants, partners, principals or subcontractors. The SERVICE PROVIDER shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the SERVICE PROVIDER shall not be held liable to pay a personal injury or property

damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SERVICE PROVIDER arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the SERVICE PROVIDER or the SERVICE PROVIDER's officers, employees, servants, agents, partners, principals or subcontractors.

C. **Term of Indemnification.** The provisions of Article XI, Section 11.1 shall survive the expiration or termination of this Agreement.

11.2 **Insurance Requirements for Governmental Service Providers.** The parties hereto acknowledge that the SERVICE PROVIDER is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The SERVICE PROVIDER shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

11.3 **Insurance Requirements for Non-Governmental Service Providers.** Notwithstanding the insurance requirements set forth herein, Article XI, Section 11.3 of this Agreement shall not apply to this Agreement if the total combined award does not exceed $25,000.00 at any time during the term of this Agreement. Therefore, where applicable, the SERVICE PROVIDER shall submit to Miami-Dade County, c/o Office of Management and Budget-Grants Coordination (OMB-GC)/Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Workers' Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SERVICE PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

E. Professional Liability Insurance in the name of the SERVICE PROVIDER, when applicable, in an amount not less than $250,000.

F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.

G. If SERVICE PROVIDER is a Federally Qualified Health Center, then the SERVICE PROVIDER will also submit to the COUNTY a copy of its Federal Tort Claims Act (FTCA) Deeming Notification Letter on an annual basis. The Deeming Notification Letter indicates proof of free medical malpractice liability coverage under the provisions of section 224(o) of the Public Health Service Act (42 USC Chapter 6A) and the FTCA.

H. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.

I. The COUNTY reserves the right to inspect the SERVICE PROVIDER's original insurance policies at any time during the term of this Agreement.

J. **Failure to Provide Certificates of Insurance and Proof of Medical Malpractice Coverage, where applicable.** The SERVICE PROVIDER shall be responsible for assuring that the insurance certificates and proof of medical malpractice coverage, where applicable, that are required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates and proof of medical malpractice coverage, where applicable, are scheduled to expire during the effective term, the SERVICE PROVIDER shall be responsible for submitting new or renewed insurance certificates and proof of medical malpractice coverage, where applicable, to the COUNTY prior to expiration.

In the event that expired certificates and proof of medical malpractice coverage,

where applicable, are not replaced with new or renewed certificates which cover the effective term, the COUNTY may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein, and are approved by the Miami-Dade County's Internal Services Department, Risk Management Division; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, terminate this Agreement.

Article XII
Conflict of Interest

12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement. Further, no officer, director, employee, agent, or other consultant of the COUNTY or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by SERVICE PROVIDER shall be employed by the SERVICE PROVIDER unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the SERVICE PROVIDER if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

B. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

C. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between

the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

E. In the event SERVICE PROVIDER has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, SERVICE PROVIDER shall promptly bring such information to the attention of the COUNTY's Program Director. SERVICE PROVIDER shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SERVICE PROVIDER receives from the COUNTY's Program Director in regard to remedying the situation.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the SERVICE PROVIDER's Board of Directors or Trustees.

12.3 No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the SERVICE PROVIDER, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the SERVICE PROVIDER, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the SERVICE PROVIDER's employee(s) or service program.

Article XIII
Term of Agreement

13.1 **Effective Term.** The effective term of this Agreement shall commence on March 1, 2015 and terminate at the close of business on February 29, 2016.

The COUNTY, for a total of not more than five (5) years from the date of the original new contract, may renew the Agreement in successive one-year increments, provided that all the material terms and conditions, including performance measures set forth in the Scope of Services (Exhibit A) and service costs outlined in the approved line item

budget(s) (Exhibit B) of this Agreement, as may be amended or revised and approved by the COUNTY during the contract period, are met. Additionally, the SERVICE PROVIDER shall submit a revised Exhibit A and Exhibit B to the COUNTY for the subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term. Although the renewal is at the COUNTY's option, the refusal of the SERVICE PROVIDER to agree to said renewal of, does not constitute a breach of this Agreement. However, if the SERVICE PROVIDER does not agree to renew this Agreement, the SERVICE PROVIDER shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal notification. The SERVICE PROVIDER shall submit to the COUNTY a transition plan for the SERVICE PROVIDER's clients for all services included in this Agreement at a mutually agreed upon date. Said transition plan shall include appropriate arrangements (i.e., referrals to other service providers or funding streams) which are made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SERVICE PROVIDER will be responsible for ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

Article XIV
Suspension, Debarment and Termination

14.1 **Suspension.**

The COUNTY may, for reasonable cause, temporarily suspend the SERVICE PROVIDER's operations and authority to obligate funds under this Agreement or withhold payments to the SERVICE PROVIDER pending necessary corrective action by the SERVICE PROVIDER or both.

Reasonable cause shall be determined by the COUNTY, in its sole and absolute discretion, and may include:

A. Ineffective or improper use of any funds provided hereunder by the SERVICE PROVIDER;

B. Failure by the SERVICE PROVIDER to materially comply with any terms, conditions, insurance requirements, representations, or warranties contained herein;

C. Failure by the SERVICE PROVIDER to submit any documents required under this Agreement; or

D. The SERVICE PROVIDER's submittal of incorrect or incomplete documents.

14.2 **Debarment.**

A. Pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension," certain contracts shall not be made to parties listed on the nonprocurement portion of the United States General Services Administration's "Lists of Parties

Excluded from federal procurement or Nonprocurement Programs". The SERVICE PROVIDER, with an award in excess of $100,000, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement. The SERVICE PROVIDER shall have a continuing obligation to notify the COUNTY in writing within ten (10) calendar days of any changes in their exclusion status throughout the term of this Agreement. The failure of the SERVICE PROVIDER to notify the COUNTY of any changes in their exclusion status shall constitute a breach of this Agreement.

B. Any individual or entity who attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement may be disbarred from COUNTY contracting for up to five (5) years.

14.3 **Termination.**

A. **Termination at Will** - This Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SERVICE PROVIDER will have five (5) business days from the day the notice is delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement. However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.

B. **Termination for Convenience** - The COUNTY may terminate this Agreement by written notice in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the COUNTY determines in the case of partial termination that the reduced or modified portion of the contract award will not accomplish the purposes for which the grant was made, it may terminate the Agreement in its entirety. The COUNTY will consider the SERVICE PROVIDER's request for termination for convenience on a case-by-case basis, and shall not unreasonably deny said request as long as the SERVICE PROVIDER has satisfactorily demonstrated to the COUNTY that such termination for convenience would not impair or hinder service delivery to the SERVICE PROVIDER's clients.

If the SERVICE PROVIDER decides or agrees to terminate this Agreement, appropriate arrangements (i.e., referrals to other service providers or funding streams) must be made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SERVICE PROVIDER will be responsible for ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

C. **Termination Because of Lack of Funds** - In the event funds to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than thirty (30) calendar days' notice in writing to the SERVICE PROVIDER. Said notice shall be sent either by electronic mail, facsimile, certified mail with return receipt, or in person with proof of delivery. The COUNTY shall be the final authority to determine whether or not funds are available.

D. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SERVICE PROVIDER is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not materially complying with any term or provision provided herein, including the following:

1. The SERVICE PROVIDER ineffectively or improperly uses the funds allocated under this Agreement;

2. The SERVICE PROVIDER does not furnish the Certificates of Insurance required by Article XI, Section 11.3, of this Agreement, if applicable, or as determined by the COUNTY's Internal Services Department, Risk Management Division;

3. The SERVICE PROVIDER does not submit or submits incomplete or incorrect required reports;

4. The SERVICE PROVIDER refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SERVICE PROVIDER's programs funded under this Agreement;

5. The SERVICE PROVIDER discriminates under any of the laws outlined in this Agreement;

6. The SERVICE PROVIDER, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the Code of Miami-Dade County;

7. The SERVICE PROVIDER falsifies or violates the provisions of the Drug Free Workplace Affidavit;

8. The SERVICE PROVIDER attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;

9. The SERVICE PROVIDER fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;

10. The SERVICE PROVIDER fails to meet the material terms and conditions of any obligation under any contract or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;

11. The SERVICE PROVIDER fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement), the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement), the Collusion Affidavit (Exhibit C, Attachment D, of this Agreement), the Due Diligence Affidavit (Exhibit C, Attachment E, of this Agreement), and the Federal Subaward Notification (Exhibit C, Attachment G, of this Agreement); or

12. The SERVICE PROVIDER fails to fulfill in a timely and proper manner any and all of its material obligations, covenants, agreements, and stipulations in this Agreement.

The SERVICE PROVIDER shall be given written notice of the claimed breach and ten (10) business days to cure same. Unless the SERVICE PROVIDER's breach is waived by the COUNTY in writing, or unless the SERVICE PROVIDER fails, after receiving written notice of the claimed breach by the COUNTY to take steps to cure the breach within ten (10) business days after receipt of notice of the breach, the COUNTY may, by written notice to the SERVICE PROVIDER, terminate this Agreement upon no less than thirty (30) business days. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

Notwithstanding the COUNTY's right to terminate this Agreement pursuant to this Article, the SERVICE PROVIDER shall be liable to the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as it may be amended, if applicable, for damages sustained by the COUNTY by virtue of any breach of this Agreement or any other agreement by the SERVICE PROVIDER, and the COUNTY may withhold any payments due to the SERVICE PROVIDER until such time as the exact amount of damages due to the COUNTY from the SERVICE PROVIDER is determined and properly settled. Additionally, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. The SERVICE PROVIDER shall be responsible, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as it may be amended, if applicable, for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

In the event this Agreement is terminated, the SERVICE PROVIDER shall provide the COUNTY with a Transitional Plan no later than thirty (30) calendar days after receipt of any notice of termination or Notice of Event of Default from the SERVICE PROVIDER or the COUNTY. This Transitional Plan shall include, but is not limited to, steps the SERVICE PROVIDER shall take to ensure that their clients are notified in a timely manner of the cessation of services under this Agreement and a plan for referral to a COUNTY-approved service provider(s).

Additional requirements for the Transitional Plan may be included at the COUNTY's sole discretion.

Article XV
Event of Default

15.1 An Event of Default shall mean a breach of this Agreement by the SERVICE PROVIDER. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

A. the SERVICE PROVIDER has not delivered Deliverables in a timely manner.

B. the SERVICE PROVIDER has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff/Personnel;

C. the SERVICE PROVIDER has failed to make prompt payment to Subcontractors or suppliers for any Services;

D. the SERVICE PROVIDER has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SERVICE PROVIDER's creditors, or the SERVICE PROVIDER has taken advantage of any insolvency statute or debtor/creditor law or if the SERVICE PROVIDER's affairs have been put in the hands of a receiver;

E. the SERVICE PROVIDER has failed to obtain the approval of the COUNTY where required by this Agreement;

F. the SERVICE PROVIDER has failed to provide "adequate assurances" as required under Section 15.2 below;

G. the SERVICE PROVIDER has failed in the representation of any warranties stated herein; or

H. the SERVICE PROVIDER has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and in Article II, Section 2.1 (QQ) of this Agreement.

15.2 When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the SERVICE PROVIDER's ability to perform the Services or any portion thereof, the COUNTY may request that the SERVICE PROVIDER, within the time frame set forth in the COUNTY's request, provide adequate assurances to the COUNTY, in writing, of the SERVICE PROVIDER's ability to perform in accordance with terms of this Agreement. Until the COUNTY receives such assurances, the COUNTY may request an adjustment to the compensation received by the SERVICE PROVIDER for portions of the services which the SERVICE PROVIDER has not performed. In the event that the SERVICE PROVIDER fails to provide to the COUNTY the requested assurances within the prescribed time frame, the COUNTY may:

A. treat such failure as a repudiation of this Agreement;

B. resort to any remedy for breach provided herein or at law, including, but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

15.3 In the event the COUNTY shall terminate this Agreement for default, the COUNTY or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, excluding such original reports, documents, and data that must remain in custody of the SERVICE PROVIDER for regulatory reasons, statutory reasons, or accreditation requirements.

Article XVI
Notice of Default – Opportunity to Cure/Termination

16.1 If an Event of Default occurs, in the determination of the COUNTY, the COUNTY may so notify the SERVICE PROVIDER ("Default Notice"), specifying the basis for such default, and advising the SERVICE PROVIDER that such default must be cured immediately or this Agreement with the COUNTY may be terminated. Notwithstanding, the COUNTY may, in its sole discretion, allow the SERVICE PROVIDER to rectify the default to the COUNTY's reasonable satisfaction within a thirty (30) calendar day period. The COUNTY may grant an additional period of such duration as the COUNTY shall deem appropriate without waiver of any of the COUNTY's rights hereunder, so long as the SERVICE PROVIDER has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) calendar day period or any other period which the COUNTY prescribes. The default notice shall specify the date the SERVICE PROVIDER shall discontinue the Services upon the Termination Date.

Article XVII
Remedies in the Event of Default

17.1 If an Event of Default occurs, the SERVICE PROVIDER shall be liable for all damages, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, resulting from the default, including, but not limited to:

A. lost revenues;

B. the difference between the cost associated with procuring services hereunder and the amount actually expended by the COUNTY for reprocurement of Services, including procurement and administrative costs; or

C. such other direct damages.

17.2 The SERVICE PROVIDER shall also remain liable for any liabilities and claims related to

the SERVICE PROVIDER's default, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable.

17.3 The COUNTY may also bring any suit or proceeding for specific performance or for an injunction.

Article XVIII
Office of Inspector General / Independent Private Sector Inspectors General / U.S. Department of Health and Human Services (DHHS) Inspector General

18.1 Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the COUNTY has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the SERVICE PROVIDER shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the SERVICE PROVIDER's prices and any changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the SERVICE PROVIDER, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the SERVICE PROVIDER in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the SERVICE PROVIDER or any third party.

18.2 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all COUNTY contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the COUNTY from progress payments to the SERVICE PROVIDER. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m) federal, state and local government-funded grants;** and (n) interlocal agreements. Notwithstanding the

foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all COUNTY contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed COUNTY and SERVICE PROVIDER contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the SERVICE PROVIDER, its officers, agents and employees, lobbyists, COUNTY staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the SERVICE PROVIDER from the Inspector General or IPSIG retained by the Inspector General, the SERVICE PROVIDER shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the SERVICE PROVIDER's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

18.3 **DHHS Inspector General**

Pursuant to Article II, Section 2.1 (J) of this Agreement, authorized representatives of the DHHS may audit SERVICE PROVIDER's books, records and electronic files. The DHHS Inspector General also maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, U.S. Department of Health and Human Services, Attention: HOTLINE, P.O. Box 23489, Washington, DC 20026; Telephone: 1-800-447-8477 (1-800-HHS-TIPS); Fax: 1-800-223-8164; TTY: 1-800-377-4950; or on-line at https://oig.hhs.gov/contact-us/.

Article XIX
Miscellaneous Provisions

19.1 Notice under this Agreement shall be sufficient if made in writing, delivered personally, or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Agreement. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director
Electronic mail: dtw@miamidade.gov

[FOR PHT/JHS ONLY; THEN DELETE THIS LINE]
If to the SERVICE PROVIDER:

Ms. Rachel Freeman
Administrator
Public Health Trust of Miami-Dade County, Florida (PHT)
Care and Treatment Network
Jackson Memorial Hospital
1611 N.W. 12th Avenue, ACC East, Room 112
Miami, Florida 33136
Electronic mail: RFreeman@jhsmiami.org

With a copy to:

Ms. Caridad Nieves
Chief Nursing Officer and Operations
The Office of the Chief Administrative Officer
Ambulatory Care Center and Primary Care Clinics
Jackson Health System
1611 N.W. 12th Avenue, ACC West, Suite 112
Miami, Florida 33136
Electronic mail: Caridad.Nieves@jhsmiami.org

AND

Ms. Elena Quevedo
Corporate Director of Grant Operations

Jackson Health System
Jackson Medical Towers
1500 N.W. 12th Avenue, Suite 803
Miami, Florida 33136
Electronic mail: Elena.Quevedo@jhsmiami.org

[FOR ALL OTHER PROVIDERS; THEN DELETE THIS LINE AND REFERENCES TO PHT ABOVE]
If to the SERVICE PROVIDER:

[contact person's name]
[contact person's title]
[full legal name of agency]
[address]
[City, ST Zip]
Electronic mail: [enter email address]

Either party may at any time designate a different address or contact person(s) by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

19.2 This Agreement, in conjunction with the SERVICE PROVIDER's approved service proposal submitted in response to a corresponding Request for Proposals process conducted by the COUNTY and incorporated herein by reference, is the complete and exclusive statement of all the arrangements between the COUNTY and the SERVICE PROVIDER regarding the provision of the services described in Exhibit A and Exhibit B of this Agreement.

19.3 In addition, the SERVICE PROVIDER must comply with all applicable COUNTY contracting requirements, including all required affidavits referenced in this Agreement.

19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SERVICE PROVIDER, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State, and Federal governments. The parties intend to comply with applicable law and regulations governing health care service provision. The parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.

19.5 Nothing herein shall alter, affect, modify, change, or extend any other agreement between the SERVICE PROVIDER and the COUNTY, or any department of the COUNTY unless specifically stated herein.

19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SERVICE PROVIDER or its Subcontractor(s) for the purpose of this Agreement,

including all information stored in the local Ryan White Program Service Delivery Information System, shall become the property of the COUNTY, unless otherwise required by law or regulation, without restriction, reservation or limitation of their use and shall be made available by the SERVICE PROVIDER or its Subcontractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated or performed under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.

19.7 When issuing statements, press releases, request for proposals, bid solicitations and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, the following acknowledgement and disclaimer must be included on all products produced by HRSA grant funds:

> "This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number [H89HA00005], title [CFDA #93.914 - HIV Emergency Relief Project Grants], total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, and issues briefs.

19.8 Under no circumstances shall the SERVICE PROVIDER without the express written consent of the COUNTY:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the Work being performed hereunder, unless the SERVICE PROVIDER first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the COUNTY; and

c) Except as may be required by law, the SERVICE PROVIDER and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the SERVICE PROVIDER or such parties has been approved or endorsed by the COUNTY.

19.9 In accordance with Miami-Dade County Administrative Order No. 3-29, SERVICE PROVIDERS that are in arrears to the COUNTY in excess of the enforcement threshold are prohibited from obtaining new COUNTY contracts or extensions of contracts until

such time as the arrearage has been paid in full or the COUNTY has agreed in writing to an approved payment plan.

19.10 In accordance with Miami-Dade County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for COUNTY contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any COUNTY purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SERVICE PROVIDER is required to submit an affidavit (see Exhibit C, Attachment D of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

Article XX
Business Applications and Forms

20.1 Business Application. If applicable, the SERVICE PROVIDER shall be a registered vendor with the COUNTY's Internal Services Department, Procurement Management Division, for the duration of this Agreement. It is the responsibility of the SERVICE PROVIDER to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

20.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the Miami-Dade County's Commission on Ethics and Public Trust prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Miami-Dade County Commission on Ethics and Public Trust. The Ethics Commission can be reached by calling the Ethics 24-hour Hotline at (786) 314-9560, or by visiting the Ethics Commission's website at: http://ethics.miamidade.gov/contact.asp.

Article XXI
Patent and Copyright Indemnification

21.1 The SERVICE PROVIDER warrants that all Deliverables furnished hereunder, including but not limited to, equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

21.2 The SERVICE PROVIDER shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Deliverables furnished hereunder. Accordingly, the SERVICE PROVIDER at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.

21.3 In the event any Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SERVICE PROVIDER shall have the obligation to, at the COUNTY's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the COUNTY, at the SERVICE PROVIDER's expense, the rights provided under this Agreement to use the item(s).

21.4 The SERVICE PROVIDER shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The SERVICE PROVIDER shall enter into agreements with all suppliers and subcontractors at the SERVICE PROVIDER's own risk. The COUNTY may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the COUNTY's judgment, use thereof would delay the Work or be unlawful.

21.5 SERVICE PROVIDER acknowledges that the Agreement and any other documents submitted to the COUNTY or obtained by the COUNTY pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset. Notwithstanding the foregoing, should information be deemed confidential and/or statutorily exempted from disclosure pursuant to the provisions and the limitations of Section 395.3035, Florida Statute, as it may be amended, or otherwise, the parties agree that such information shall be afforded the appropriate statutory protections.

Article XXII

Bankruptcy

22.1 The COUNTY reserves the right to terminate this Agreement, if, during the term of any contract the SERVICE PROVIDER has with the COUNTY, the SERVICE PROVIDER becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the SERVICE PROVIDER under Federal bankruptcy law or any State insolvency law.

Article XXIII
Order of Precedence

23.1 All transactions are subject to the terms of the documents listed below, which are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between this Agreement and Exhibits "A" through "C" will be resolved in the order in which they are listed.

1. The Terms and Conditions in this Agreement;

2. The special conditions contained in Exhibits "A" through "C" attached herewith:

Exhibit A – Scope of Service(s)
Exhibit B – Budget
Exhibit C – Affidavits and Authorized Signatures
- Miami-Dade County Affidavits (Attachment A)
- State Public Entities Crime Affidavit (Attachment B)
- Subcontractor and Supplier Affidavit (Provider's Disclosure of Subcontractors and Suppliers) (Attachment C.1)
- ISD Form 7 – Subcontractor/Supplier Listing (Attachment C.2)
- Collusion Affidavit (Attachment D)
- Due Diligence Affidavit (Attachment E)
- Authorized Signature Form (Attachment F)
- Federal Subaward Notification (Attachment G)

Article XXIV
Survival

24.1 The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the SERVICE PROVIDER and the COUNTY under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

Article XXV

Nature of the Agreement

25.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

25.2 The SERVICE PROVIDER shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the COUNTY in all aspects of the Services performed hereunder.

25.3 The SERVICE PROVIDER acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the SERVICE PROVIDER shall perform the same as though they were specifically mentioned, described and delineated.

25.4 The SERVICE PROVIDER acknowledges that the COUNTY shall be responsible for making all policy decisions regarding the Scope of Services. The SERVICE PROVIDER agrees to provide input on policy issues in the form of recommendations. The SERVICE PROVIDER agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the COUNTY. The SERVICE PROVIDER agrees to act in an expeditious and fiscally sound manner in providing the COUNTY with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

Article XXVI
Mutual Obligations

26.1 This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

26.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SERVICE PROVIDER and HRSA, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the COUNTY

makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Services provided by the SERVICE PROVIDER. The SERVICE PROVIDER shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

26.3 The Parties acknowledge that the Ryan White Program Part A grant funds, including MAI funds where applicable, allocated to the SERVICE PROVIDER, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such funds. Accordingly, neither the SERVICE PROVIDER nor any other participating party, shall succeed to any rights or benefits of the COUNTY under the COUNTY's Notice of Award with HRSA, or attain any privileges, authorities, interests, or rights in or under the COUNTY's Notice of Award. The SERVICE PROVIDER further agrees to include this disclaimer in each of its future agreements or contracts with any partner, participating party, or any other party involving the use of the Ryan White Program Part A grant funds, including MAI funds where applicable.

26.4 The Parties acknowledge that nothing contained in the COUNTY's Notice of Award with HRSA, or in any agreement between the parties shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HRSA, except between HRSA and the COUNTY as provided under the terms of the COUNTY's Notice of Award.

26.5 In those situations where this Agreement imposes an indemnity obligation on the SERVICE PROVIDER, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SERVICE PROVIDER fails to diligently defend such claims, and thereafter seek indemnity for costs from the SERVICE PROVIDER.

26.6 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SERVICE PROVIDER and the COUNTY, or any department of the COUNTY unless specifically stated herein.

26.7 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

26.8 This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.

26.9 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.

26.10 This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

[Enter Agency Index Code for reference]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA [OR ENTER FULL LEGAL NAME OF AGENCY AND LINE UP WITH TABLES TO THE RIGHT]

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Authorized Person OR Notary Public

Print Name: _____

Title: _____

Date: _____

Corporate Seal OR Notary Seal/Stamp

_____

_____
Risk Management Approval (sign/date)

Approved for form and legal sufficiency:

_____
Jeffrey Poppel

MIAMI-DADE COUNTY

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____

Name: _____
Deputy Clerk

Date: _____

Approved for form and legal sufficiency:

_____
Terrence A. Smith

Assistant County Attorney	Assistant County Attorney