

Memorandum



Date: February 18, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Request for Additional Time and Expenditure Authority for Professional Services
Agreements (Contracts) under the Ryan White Part A, Minority AIDS Initiative, and Ending
the HIV Epidemic Initiative Programs

Agenda Item No. 8(G)(1)

Executive Summary

This item requests approval from the Board of County Commissioners (Board) to extend existing Professional Services Agreements (contracts) with certain Ryan White Program subrecipients for up to 12 months, beginning March 1, 2026. These agreements maintain medical care and support services under the Part A Program, the Minority AIDS Initiative, and the Ending the HIV Epidemic Initiative. The extension is necessary due to extenuating circumstances that have delayed the County's ability to issue a competitive solicitation. These delays stem from federal funding freezes, evolving executive orders impacting client eligibility and service delivery, the recent government shutdown, and ongoing federal budget negotiations that include potential funding reductions and program eliminations. Board authorization will allow the County sufficient time to develop and advertise the competitive solicitation and award new contracts, while ensuring uninterrupted care for residents affected by HIV.

Recommendation

It is recommended that the Board approve the accompanying resolution, which:

- Authorizes the County Mayor or the County Mayor's designee to execute contract extensions, subject to approval by the County Attorney's Office (CAO), with those subrecipients that were previously awarded contracts pursuant to the following resolutions, which are set to expire on February 28, 2026, as more fully set forth in Attachments 1-4:
 - Resolution No. R-246-20, "Request for Proposals No. RW-DS-0320, Core Medical and Support Services for People with HIV [Ryan White Part A Program, including Minority AIDS Initiative (MAI) Funding]";
 - Resolution No. R-247-20, "Request for Proposals No. RW-QMSS-0320, Clinical Quality Management Services for the Ryan White Program (Part A/MAI) and Staff Support Services for the Miami-Dade HIV/AIDS Partnership (Part A only)";
 - Resolution No. R-157-23, "Amended and Restated Fiscal Year 2021 Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B Cooperative Agreement Request for Proposals No. EHE-0521, Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services"; and
 - Resolution No. R-975-23, "Request for Proposals No. EHE-2223, Ending the HIV Epidemic (EHE) HealthTec, Quick Connect, Housing Stability, and Mobile GO Teams Services".

- Authorizes an increase in expenditure authority in an amount not to exceed \$31,044,046, for a total combined modified contract amount of \$62,088,092 for all the subrecipients, subject to funding availability from the U.S. Department of Health and Human Services Health Resources and Services Administration (HHS);
- Authorizes the County Mayor or County Mayor's designee to execute contract extensions for up to 12 months beginning March 1, 2026, with prorated amounts based on the original awards stated in the corresponding resolutions for award recommendations (Resolution Nos. R-246-20, R-247-20, R-157-23, and R-975-23), resolutions for grant applications (Resolution Nos. R-40-25 and R-119-25), and the number of months in the extension period, subject to funding availability and utilization capacity;
- Authorizes the County Mayor or the County Mayor's designee to exercise all provisions contained in such contracts, including, but not limited to, amendments, modifications, cancellation, recapture, or termination provisions contained therein; and
- Waives the requirements of Resolution No. R-130-06, which requires contracts to be executed by non-County parties and attached to the agenda item before placement on the Board's agenda, because the County Mayor or County Mayor's designee, upon approval of this item, will require additional time to negotiate and execute the extension contracts with each of the subrecipients.

Scope

The impact of this item is countywide in nature.

Delegation of Authority

Upon approval of this resolution, the County Mayor or County Mayor's designee will be authorized to negotiate and execute contract extensions with existing subrecipients and exercise all provisions contained in such agreements, including, but not limited to, amendments, modifications, cancellation, recapture, or termination provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County's General Fund. However, the amount of federal funds to be utilized for the contract extensions is an amount not to exceed \$31,044,046, which is the amount the County applied for from HHS. All services are fully funded through a federal grant (Part A and Minority AIDS Initiative) and cooperative agreement (Ending the HIV Epidemic) from HHS. No County funds are required as a match for the federal grant or the cooperative agreement. The contract extensions will allow continued use of awarded funds through completion of the competitive solicitation process.

Track Record/Monitor

The Office of Management and Budget (OMB) - Grants Coordination Division has been designated as the County department responsible for administering contracts with public or nonprofit community-based organizations that will provide the above-mentioned services to people with HIV in Miami-Dade County. Ryan White Program Office staff in the Grants Coordination Division will be responsible for monitoring these contracts for compliance with all programmatic, fiscal and administrative requirements. Daniel T. Wall, Assistant Director of OMB, is the Program Director for this project.

Background

Miami-Dade County has received annual federal funding for HIV-related services through three major programs: the Ryan White Part A Program since 1991, the Minority AIDS Initiative since 1999, and the Ending the HIV Epidemic Initiative since 2020. For reference, in grant fiscal year 2025 (March 1, 2025 through February 28, 2026), the County was awarded \$24,224,652 under Ryan White Part A, \$2,563,697 under Minority AIDS

Initiative, and \$4,468,523 under Ending the HIV Epidemic. These funds are intended to address the significant impact of HIV in the Miami-Dade jurisdiction by supporting access to core medical and support services that improve health outcomes for people with HIV.

The administration of these funds has been authorized through various Board resolutions, most recently Resolution Nos. R-40-25 and R-119-25 for the grant applications and related contracts. Additionally, Resolution Nos. R-246-20 and R-247-20 authorized the procurement, contracting, and amendment processes necessary to administer direct client services, planning council staff support, and clinical quality management activities under the Ryan White Part A and Minority AIDS Initiative Programs. Resolutions Nos. R-157-23 and R-975-23 authorize the procurement of services under the Ending the HIV Epidemic cooperative agreement.

Since January 2025, several developments on the federal level have caused delays and introduced uncertainty into program planning and design. These include the federal grant freeze, the government shutdown, organizational restructuring and staff reductions in the U.S. Department of Health and Human Services, discussions about the potential discontinuation of Minority AIDS Initiative and Ending the HIV Epidemic funding after fiscal year 2025, anticipated reductions in Ryan White Part A funding over the next five years, and implementation of various Executive Orders issued by President Trump that affect allowable service models and client eligibility. These challenges have caused delays in both the development and advertisement of the Request for Proposals (RFP). The County administration anticipates advertising the RFP in early 2026.

To prevent any lapse in client services and allow for a thorough and competitive procurement process – including development, release, evaluation, negotiation, award, and onboarding of subrecipients – contract extensions are necessary. Approval of this extension request will ensure uninterrupted access to vital services for more than 9,000 Miami-Dade County residents with HIV. These services include, but are not limited to, outpatient medical care, antiretroviral therapy, case management, mental health services, transportation, food assistance, and housing support. These services are essential to maintaining viral suppression, reducing hospitalizations, and preventing HIV transmission.

Due Diligence

Due diligence reviews are conducted prior to contract execution. There were no adverse findings relating to subrecipient responsibility for grant fiscal year 2025. Due diligence reviews will be repeated prior to execution of any contract extensions approved under this Resolution.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise Selection Factor and Local Preference do not apply.
- The Living Wage requirement only applies to the subrecipient funded for Food Bank services.

Attachments



Carladenise Edwards
Chief Administrative Officer

The following contracts will be effective March 1, 2020 through February 28, 2021 upon approval by the Board of County Commissioners and ratification by the Mayor of Miami-Dade County (contingent upon final federal notice of Ryan White Program grant award.)

(Awards are listed below in alphabetical order by service category.)

AIDS Pharmaceutical Assistance (Local Pharmaceutical Assistance Program) (Part A)
(\$88,255)

AIDS Healthcare Foundation	\$8,374
Borinquen Health Care Center, Inc.	\$8,374
CAN Community Health, Inc.	\$8,374
Care 4 U Management, Inc. - DBA Care 4 U Community Health Center	\$8,374
Care Resource Community Health Centers, Inc.	\$8,374
Citrus Health Network, Inc.	\$5,500
Community Health of South Florida, Inc.	\$8,374
Empower U, Inc. - DBA Empower U Community Health Center	\$6,854
Jessie Trice Community Health System, Inc.	\$535
Miami Beach Community Health Center, Inc.	\$8,374
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System	\$8,374
University of Miami	\$8,374

Emergency Financial Assistance (MAI) (\$12,087)

Borinquen Health Care Center, Inc.	\$3,225
Care Resource Community Health Centers, Inc.	\$3,225
Miami Beach Community Health Center, Inc.	\$3,225
University of Miami	\$2,412

Emergency Financial Assistance (Part A) (\$88,253)

AIDS Healthcare Foundation	\$4,393
Borinquen Health Care Center, Inc.	\$9,853
CAN Community Health, Inc.	\$9,853
Care 4 U Management, Inc. - DBA Care 4 U Community Health Center	\$9,853
Care Resource Community Health Centers, Inc.	\$9,853
Citrus Health Network, Inc.	\$500
Community Health of South Florida, Inc.	\$9,853
Empower U, Inc. - DBA Empower U Community Health Center	\$6,854
Jessie Trice Community Health System, Inc.	\$535
Miami Beach Community Health Center, Inc.	\$9,853
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System	\$9,853
University of Miami	\$7,000

Food Bank (Part A) (\$529,539)

Food for Life Network, Inc. \$529,539

Health Insurance Premium and Cost Sharing Assistance (Health Insurance Assistance) (Part A) (\$595,700)

Miami Beach Community Health Center, Inc. \$595,700

Medical Case Management, including Treatment Adherence Services (MAI) (\$903,920)

Borinquen Health Care Center, Inc. \$283,818
Care 4 U Management, Inc. - DBA Care 4 U Community Health Center \$115,801
Care Resource Community Health Centers, Inc. \$212,301
Empower U, Inc. - DBA Empower U Community Health Center \$207,000
University of Miami \$85,000

Medical Case Management, including Treatment Adherence Services (Part A) (\$5,869,052)

AIDS Healthcare Foundation \$944,469
Borinquen Health Care Center, Inc. \$628,761
CAN Community Health, Inc. \$109,551
Care Resource Community Health Centers, Inc. \$786,250
Citrus Health Network, Inc. \$136,695
Empower U, Inc. - DBA Empower U Community Health Center \$32,046
Jessie Trice Community Health System, Inc. \$269,651
Latinos Salud, Inc. \$140,975
Miami Beach Community Health Center, Inc. \$1,350,000
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System \$1,279,173
University of Miami \$191,481

Medical Transportation (MAI) (\$7,628)

University of Miami	\$2,000
Care Resource Community Health Centers, Inc.	\$5,628

Medical Transportation (Part A) (\$154,449)

AIDS Healthcare Foundation	\$21,000
Borinquen Health Care Center, Inc.	\$22,624
CAN Community Health, Inc.	\$1,130
Care 4 U Management, Inc. - DBA Care 4 U Community Health Center	\$22,621
Care Resource Community Health Centers, Inc.	\$22,621
Citrus Health Network, Inc.	\$6,750
Jessie Trice Community Health System, Inc.	\$1,626
Latinos Salud, Inc.	\$3,761
Miami Beach Community Health Center, Inc.	\$20,000
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System	\$22,621
University of Miami	\$9,695

Mental Health Services (MAI) (\$18,960)

Borinquen Health Care Center, Inc.	\$18,960
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Mental Health Services (Part A) (\$132,385)

AIDS Healthcare Foundation	\$5,574
Citrus Health Network, Inc.	\$5,574
Miami Beach Community Health Center, Inc.	\$60,000
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System	\$5,574
University of Miami	\$55,663

Oral Health Care (Part A) (\$3,088,975)

Borinquen Health Care Center, Inc.	\$686,121
CAN Community Health, Inc.	\$135,116
Care Resource Community Health Centers, Inc.	\$849,472
Citrus Health Network, Inc.	\$21,960
Community Health of South Florida, Inc.	\$41,481
Jessie Trice Community Health System, Inc.	\$89,316
Miami Beach Community Health Center, Inc.	\$427,000
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System	\$838,509

Other Professional Services (Legal Services and Permanency Planning) (Part A) (\$154,449)

Legal Services of Greater Miami, Inc. \$154,449

Outpatient/Ambulatory Health Services (MAI) (\$1,362,753)

Borinquen Health Care Center, Inc. \$179,251
Care 4 U Management, Inc. - DBA Care 4 U Community Health Center \$179,251
Care Resource Community Health Centers, Inc. \$179,251
Miami Beach Community Health Center, Inc. \$600,000
University of Miami \$225,000

Outpatient/Ambulatory Health Services (Part A) (\$8,847,707)

AIDS Healthcare Foundation \$1,572,337
Borinquen Health Care Center, Inc. \$973,645
CAN Community Health, Inc. \$108,788
Care Resource Community Health Centers, Inc. \$1,252,261
Citrus Health Network, Inc. \$94,895
Community Health of South Florida, Inc. \$278,556
Empower U, Inc. - DBA Empower U Community Health Center \$89,370
Jessie Trice Community Health System, Inc. \$88,606
Miami Beach Community Health Center, Inc. \$2,038,244
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System \$1,046,529
University of Miami \$1,304,476

Outreach Services (MAI) (\$39,816)

Borinquen Health Care Center, Inc. \$39,816

Outreach Services (Part A) (\$264,696)

AIDS Healthcare Foundation \$13,724
Borinquen Health Care Center, Inc. \$51,370
CAN Community Health, Inc. \$27,749
Care Resource Community Health Centers, Inc. \$19,519
Community Health of South Florida, Inc. \$24,696
Empower U, Inc. - DBA Empower U Community Health Center \$8,412
Jessie Trice Community Health System, Inc. \$69,788
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System \$18,719
University of Miami \$30,719

Substance Abuse Outpatient Care (MAI) (\$8,058)

Borinquen Health Care Center, Inc. \$8,058

Substance Abuse Outpatient Care (Part A) (\$44,128)

Borinquen Health Care Center, Inc. \$31,599

Care Resource Community Health Centers, Inc. \$3,342

Empower U, Inc. - DBA Empower U Community Health Center \$9,187

Substance Abuse Services - Residential (Part A) (\$2,169,744)

Better Way of Miami, Inc. \$1,200,000

Miami Beach Community Health Center, Inc. \$200,000

New Hope C.O.R.P.S., Inc. \$769,744

GRAND TOTAL: \$24,380,554

The following contracts will be effective March 1, 2020 through February 28, 2021 upon approval by the Board of County Commissioners and ratification by the Mayor of Miami-Dade County (contingent upon final federal notice of Ryan White Program grant award)

Clinical Quality Management for the Ryan White Program (Part A)

Behavioral Science Research Corporation \$600,000

Clinical Quality Management for the Ryan White Program (MAI)

Behavioral Science Research Corporation \$100,000

Staff Support Services for the Miami-Dade HIV/AIDS Partnership (Part A)

Behavioral Science Research Corporation \$400,000

The following contracts will be effective August 2, 2021 through February 28, 2022 upon approval by the Board of County Commissioners and ratification by the Mayor of Miami-Dade County.
 (Awards are listed below in alphabetical order by service category.)

<u>HealthTec Services (\$391,202)</u>	Annualized	7 months
Care Resource Community Health Centers, Inc. The Village South, Inc.	\$251,179 \$419,453	\$146,521 \$244,681
<u>Quick Connect Services (\$236,712)</u>	\$405,792	\$236,712
Borinquen Health Care Center, Inc.	\$1,076,424	<u>\$627,914</u>
GRAND TOTAL		

The following contracts will be effective December 1, 2023 through February 29, 2024 upon approval by the Board of County Commissioners and ratification by the Mayor of Miami-Dade County.

(Awards are listed below in alphabetical order by service category.)

HealthTec Services (\$437,068)

Care Resource Community Health Centers, Inc. \$437,068

Housing Stability Services (\$2,250,000)

Care Resource Community Health Centers, Inc. \$1,185,250

Empower U, Inc. \$605,952

The Health Council of South Florida, Inc. \$458,798

Mobile GO Teams Services (\$1,800,000)

AIDS Healthcare Foundation \$914,842

Care Resource Community Health Centers, Inc. \$885,158

GRAND TOTAL: \$4,487,068



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 18, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

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**
- _____ **Statement of social equity 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 present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) _____) 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. 8(G)(1)
2-18-26

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADDITIONAL TIME OF 12 MONTHS COMMENCING ON MARCH 1, 2026, AND INCREASE IN EXPENDITURE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$31,044,046.00 FOR A COMBINED TOTAL MODIFIED CONTRACT AMOUNT OF \$62,088,092.00 FOR THOSE PROFESSIONAL SERVICES AGREEMENT WITH SUBRECIPIENTS THAT WERE PREVIOUSLY AWARDED CONTRACTS PURSUANT TO RESOLUTION NOS. R-246-20 AND R-247-20 UNDER THE RYAN WHITE HIV/AIDS PART A AND MINORITY AIDS INITIATIVE GRANT PROGRAMS AND RESOLUTION NOS. R-157-23 AND R-975-23 UNDER THE ENDING THE HIV EPIDEMIC INITIATIVE, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONTRACT EXTENSIONS, WITH PRORATED AMOUNTS BASED ON THE ORIGINAL AWARDS, AND TO EXERCISE ALL PROVISIONS CONTAINED IN SUCH CONTRACTS, INCLUDING, BUT NOT LIMITED TO, AMENDMENTS, MODIFICATIONS, CANCELLATION, RECAPTURE, OR TERMINATION PROVISIONS CONTAINED THEREIN; AND WAIVING RESOLUTION NO. R-130-06

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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:

Section 1. The foregoing recital and accompanying County Mayor's memorandum are incorporated in this resolution and are approved.

Section 2. Subject to funding availability from the U.S. Department of Health and Human Services Health Resources and Services Administration, this Board authorizes additional time of 12 months commencing on March 1, 2026, and an increase in expenditure authority in an

amount up to \$31,044,046.00, for a combined total modified contract amount of \$62,088,092.00, for those professional services agreements with the subrecipients that were previously awarded contracts pursuant to Resolution Nos. R-246-20 and R-247-20 under the Ryan White HIV/AIDS Part A and Minority AIDS Initiative Grant Programs, and Resolution Nos. R-157-23 and R-975-23 under the Ending the HIV Epidemic Initiative.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute contract extensions with prorated amounts based on the original awards, in generally the form attached hereto as Exhibit A and incorporated herein by reference, and to exercise all provisions contained in such contracts, including, but not limited to, amendments, modifications, cancellation, recapture, or termination provisions contained therein.

Section 4. Based on the reasons set forth in the County Mayor’s memorandum, this Board waives Resolution No. R-130-06.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of February, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

EXHIBIT "A"

BUEHE2026__
Amended and Restated
FY 2026 Part A/MAI [or EHE] Contract Extension
Resolution Nos. R-246-20, R-247-20, and R-40-25
[or R-157-23, R-975-23, and R-119-25]

AMENDMENT #__

THIS AMENDMENT #__, hereinafter referred to as the "AMENDMENT", entered into between [ENTER FULL LEGAL NAME OF SUBRECIPIENT], hereinafter referred to as the "SUBRECIPIENT", and Miami-Dade County, hereinafter referred to as the "COUNTY", amends the Professional Services Agreement, hereinafter collectively with amendment referred to as the "AGREEMENT", between the COUNTY and the SUBRECIPIENT dated March 1, 2025 and expiring February 28, 2026 to provide [ENTER SERVICES] to people with HIV.

NOW, for and in consideration of the agreements set forth in this AMENDMENT, the sufficiency of which consideration is acknowledged, the Parties agree as follows:

1. In accordance with the above referenced Contract, this contract extension Agreement, when properly executed, shall become part of the Contract, effective March 1, 2026, and shall amend the following:

2. Article VIII, Amount Payable, Section 8.1, is amended to strike "\$__" for [ENTER SERVICE CATEGORY] and substitute this amount for "\$__"; and to strike "\$__" for [ENTER SERVICE CATEGORY] and substitute this amount for "\$__".

3. Article IX, Project Budget and Method of Payment, Sections 9.2 and 9.4 are amended to replace "Exhibit B" for [ENTER SERVICE CATEGORY(IES) FROM #1 ABOVE] with "Exhibit []".

4. Article XIII, Term of Agreement, Section 13.1, is replaced in its entirety by the following:

13.1 **Effective Term.** The SUBRECIPIENT's award is part of a multi-year grant [or cooperative agreement] between the COUNTY and HHS with a period of performance ending February 28, 2027 [or for EHE, February 28, 2029]. Notwithstanding this allowable period of performance, this amended Agreement shall commence retroactive to March 1, 2026 and terminate no later than the close of business on February 28, 2027.

Although this contract extension is at the COUNTY's option, the refusal of the SUBRECIPIENT to agree to said extension of this Agreement, does not constitute a breach of this Agreement. However, if the SUBRECIPIENT does not agree to extend this Agreement, the SUBRECIPIENT shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's extension notification. The SUBRECIPIENT shall submit to the COUNTY a transition plan for the SUBRECIPIENT'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 SUBRECIPIENTS or funding streams) which are made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SUBRECIPIENT will be responsible for ensuring that special needs and rights of service recipients (clients) are taken into account, to all extent possible, when referrals are made.

5. Exhibit A__, Scope of Services, is replaced in its entirety with the attached Scope of Services, Exhibit A__, for [ENTER SERVICE CATEGORY(IES)].

6. Exhibit B__, Budget, is replaced with the attached Budget, Exhibit B.__, for [ENTER SERVICE CATEGORY(IES)].

7. Exhibit C, Attachment G, Federal Subaward Notification, is replaced in its entirety with Attachment G.__.

8. This Amendment and the Agreement shall be construed in accordance with and is governed by the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action arising out of or in any way relating to this Amendment or the Agreement, or the parties' relationship, shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.

9. If any provisions of this Amendment or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Amendment, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

10. This Amendment and any exhibits attached to this Amendment and the Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those set forth in the Agreement, as modified by this Amendment.

11. Except as expressly modified in this Amendment, all of the terms, covenants and conditions of the Agreement and previous Amendment(s), shall remain in full force and effect and are ratified as confirmed; provided that in the event of a conflict between the terms, covenants and conditions of the Agreement and this Amendment and its Exhibit and Attachments, the terms of this Amendment shall govern.

12. This Amendment shall constitute a part of the Agreement and references to the Agreement hereafter shall automatically include a reference to this Amendment.

13. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

14. All provisions in the AGREEMENT and any attachments thereto in conflict with this Amendment shall be and hereby are changed to conform with this Amendment.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

In WITNESS WHEREOF, the parties hereto have caused this four (4) page AMENDMENT and its attachments to be executed by their officials thereunto duly authorized.

**[ENTER FULL LEGAL NAME OF
SUBRECIPIENT]**

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Authorized Person

Juan Fernandez-Barquin,
Attest: Clerk of the Court and Comptroller

Print Name: _____
Title: _____
Date: _____

By: _____
(Deputy Clerk's Signature)

Print Name: _____
Date: _____

Corporate Seal, if available
