

Date: July 20, 2021
To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(G)(1)

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-716-21

Subject: Recommendations for Contract Awards Under 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 (RFP) No. EHE-0521, "Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services"

Recommendation

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

- Approves contract award recommendations totaling approximately \$627,914.00 in funding, which was received in March 2021 by Miami-Dade County (County) from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HHS) for Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services;
- Authorizes the County Mayor or the County Mayor's designee, on behalf of Miami-Dade County, to negotiate and execute initial contracts for approximately seven months with the subrecipients identified in Exhibit A attached to the resolution and in the amounts set forth therein with an effective date of August 16, 2021 through February 28, 2022 in accordance with Request for Proposals No. EHE-0521, "Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services" (RFP);
- Authorizes the County Mayor or the County Mayor's designee to exercise amendments to such contracts in order to increase or decrease the award as allowable through the Ryan White Program's reallocation/sweeps process described below to maximize grant fund expenditures, and to exercise termination provisions and all other rights contained in said contracts after approval by the County Attorney's Office;
- Authorizes the County Mayor or the County Mayor's designee to annualize the initial award amounts identified in Exhibit A attached to the resolution (i.e., adjust the awarded amounts from an approximately 7-month budget period to a 12-month budget period) in the remaining years of the options to renew; and
- Waives the requirements of Resolution No. R-130-06, which requires contracts to be signed by non-County parties and attached to the agenda item before placement on the Board's agenda, because the County Mayor or the County Mayor's designee, upon approval of this item and award of grant funding by HHS, will need time to negotiate and execute contracts with each of the subrecipients.

Scope

The impact of this resolution is countywide as the HIV/AIDS-related interventions and services will be provided to people with HIV residing throughout Miami-Dade County.

Through funding provided by HHS, the selected subrecipients will provide HealthTec and Quick Connect Services to more than 200 program-eligible people with HIV. HealthTec services relate to telehealth services. Telehealth technology facilitates access to medical care, medical case management, mental health, and substance abuse counseling services; simplifies follow-up care; and helps remove barriers to treatment adherence. Quick Connect is an expansion of the local Test and Treat / Rapid Access (TTRA) process that was developed for the local Ryan White Part A/MAI Program. Facilitating rapid access to medical care and antiretroviral therapy (ART), preferably same day but within 7 days of HIV diagnosis, leads to viral suppression and improved client health outcomes.

Delegation of Authority

Upon adoption of the resolution, the County Mayor or County Mayor's designee will be authorized to negotiate and execute the contracts with the subrecipients and to amend such contracts to increase or decrease the award as allowable through the Ryan White Program's reallocation/sweeps process described below to maximize grant fund expenditures, subject to the approval of the County Attorney's Office. The County Mayor or the County Mayor's designee will further be authorized to exercise termination and all other rights contained in said contracts after approval by the County Attorney's Office. Although each of the contracts include up to three one-year options to renew, the exercise of this renewal option is subject to annual award of grant funds from HHS to the County and approval from the Board to enter into continuation contracts with each of the subrecipients.

Fiscal Impact

Approval of this item allocates \$627,914.00 of federal grant funding. No County funds are required as a match for this federal grant.

The \$2.9 million awarded to the County from HHS for Year 2 of this five-year cooperative agreement includes the amounts of the award recommendations set forth in Exhibit A, the County's administrative costs including funding for program administration (\$288,738.00) and initiative infrastructure (\$200,000.00). The remaining funds will be obligated through amendments or modifications to contracts of the subrecipients recommended herein, as allowable pursuant to Resolution No. R-245-20.

Track Record/Monitoring

The Office of Management and Budget (OMB) – Grants Coordination Division has been designated as the County department responsible for entering into contracts with nonprofit community-based organizations that will provide the above-mentioned services to people with HIV in Miami-Dade County. Ryan White Program Office staff, including a dedicated EHE Special Projects Administrator 2 position, 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

In August 2019, the County was notified that HHS was accepting applications for a cooperative agreement covering Fiscal Years 2020-2025 under the Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B initiative. The purpose of this program initiative is to focus resources in 48 counties, Washington, D.C., San Juan, Puerto Rico, and seven states with substantial HIV burden (hereafter referred to as "jurisdictions") to implement strategies, interventions, approaches and core medical and support services to reduce new HIV

infections in the United States. The overarching goal for this initiative is to reduce new HIV infections in the United States to less than 3,000 cases per year by 2030. These efforts will be achieved in conjunction with the existing Ryan White HIV/AIDS Program Parts A and B funding, which the County has been a recipient of for the past 30 years.

Miami-Dade County continues to have the highest rate of new HIV infections in the nation. As such, the County qualified as one of 48 counties nationwide and one of only 12 jurisdictions that were eligible for Tier 1 funding, the highest level available, under the Ending the HIV Epidemic initiative.

As authorized by Resolution No. R-245-20, the County applied for funding to address the following two pillars, or key strategies, of this initiative:

- Pillar Two: Treat people with HIV rapidly and effectively to reach sustained viral suppression; and
- Pillar Four: Respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them.

The County was not eligible to apply for funds under the remaining two pillars (Pillar One: Diagnose; and Pillar Three: Prevent). The Florida Department of Health (FDOH) applied for Centers for Disease Control and Prevention funds under separate processes for Pillars One and Three.

Building on the successes of the County's Ryan White Part A Program and the FDOH's collaborative HIV linkage and treatment project, known as the Test and Treat / Rapid Access (TTRA) model, funding the proposed Ending the HIV Epidemic projects will allow the County to improve the local HIV Care Continuum for all people with HIV who reside in Miami-Dade County, not only those served in the Part A Program. Funding will help the community by: (1) informing the HIV community of available resources and removing barriers to care; (2) increasing organizational capacity of Part A and non-Part A service providers; (3) disseminating information that promotes the benefits of HIV treatment; and (4) improving data infrastructure, sharing and system linkages to avoid duplication of efforts across funding sources, drive interventions and measure project successes.

As a result of the solicitation, Ending the HIV Epidemic subrecipients will utilize existing evidence-based or evidence-informed interventions, as well as local innovative strategies, to initially address the Ending the HIV Epidemic Pillar Two (Treat), as follows: (1) telehealth access to core medical services for those who experience treatment adherence difficulties (transportation, stigma, etc.) and (2) interdisciplinary team(s) facilitating linkage to care following the TTRA model for people with HIV diagnosed in hospitals, clinics or emergency rooms.

The RFP had one (1) Evaluation/Selection Committee of five voting members that met on May 4, 2021, to review proposals received from three provider organizations for both service categories combined. The amount available for direct client services solicited in the RFP is approximately \$1.2 million. The allocations presented in Exhibit A total \$627,914.00 and reflect the recommendations of the Evaluation/Selection Committee. Attachments A.1 through A.3 detail the organizations that applied for funding through the RFP along with the proposal rankings and average scores by service category. If approved by the Board, each organization will be awarded the amounts requested through the RFP process. None of the organizations have appealed the

recommendation of the County Mayor. Upon approval of this resolution the County Mayor or the County Mayor's designee will negotiate the contracts with each of the organizations. A sample of the contract to be negotiated with each subrecipient is attached to the resolution as Exhibit B and incorporated therein by reference.

Reallocations/Sweeps Process

Due to federal requirements, all grant funds must be spent prior to the end of each grant period. In order to ensure that all funds are expended in accordance with this requirement, the attached resolution authorizes the County Mayor or the County Mayor's designee to amend the contracts with the subrecipients to increase or reduce the amounts of their contracts through a reallocation/sweeps process. This process will be used by the County to move unspent funds from one service category to another to address unmet needs and maximize expenditures. Award of additional funds is subject to availability, is not guaranteed, and may not carry over into the following grant fiscal year. During this process, the OMB Ryan White Program Office will monitor the grant's unobligated or unexpended balance regularly by reviewing monthly reimbursement requests from all subrecipients contracted under the RFP to assure timely expenditure of contracted funds. At least once per grant fiscal year, a reallocation/sweeps process may be conducted which may result in the review of each funded service provider's expenditure history and the projection of each service provider's ability to spend down grant dollars within the remainder of the grant budget period. As a result of this review, if the Ryan White Program Office believes that a service provider will not be able to spend down their award within the grant budget period, the service provider will be notified that their funding level for the year is at risk of being reduced and monies may be "swept" and re-allocated to other service categories of other EHE-funded subrecipients that have concurrently provided the Ryan White Program Office with justifications of unmet need and request for additional funding.

Subrecipients facing a proposed reduction are given the opportunity to address the proposed reduction prior to final action by the County. Once the total amount of funds to be reduced is calculated, as well as the amount of funds requested to address unmet needs, these calculations by service category will be reviewed by OMB to fulfill their responsibility to re-allocate funds to service categories and geographic areas that are experiencing unmet needs, as well as to address an increase in clients and/or service utilization. By using the results of the reallocations/sweeps process, the County assures that grant funds follow the clients and the program services they use.

The County Mayor or the County Mayor's designee's authority to reallocate or reduce funding through the process described above without further approval of the Board is appropriate and necessary for two reasons. First, the County must facilitate the reprioritization of EHE funds that are projected to be unexpended and, second, HHS conditions receipt of additional funds contingent upon the rapid reprioritization and reallocation of these dollars to subrecipients that are able to spend additional monies prior to the end of the grant period by providing additional services to program clients.

Due Diligence Review

In accordance with Resolution No. R-187-12, a due diligence review was conducted of all proposers who responded to the RFP. The three provider organizations had no adverse findings. A concern was raised with only one organization, The Village South, Inc. The organization submitted expired documentation of its Certificate of Status. As a Condition of Award under the

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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RFP, The Village South, Inc. will be required to submit a current year Certificate of Status prior to contract execution.



Edward Marquez
Chief Financial Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

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 ____, 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) ____, or 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)
7-20-21

RESOLUTION NO. _____ R-716-21

RESOLUTION APPROVING THE COUNTY MAYOR'S RECOMMENDATIONS FOR AWARD OF CONTRACTS IN THE TOTAL AMOUNT OF \$627,914.00 FOR ENDING THE HIV EPIDEMIC (EHE) HEALTHTEC AND QUICK CONNECT SERVICES UNDER FISCAL YEAR 2021 ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA—RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B COOPERATIVE AGREEMENT; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE, ON BEHALF OF MIAMI-DADE COUNTY, TO NEGOTIATE AND EXECUTE INITIAL CONTRACTS FOR APPROXIMATELY SEVEN MONTHS WITH THE SUBRECIPIENTS IDENTIFIED HEREIN WITH AN EFFECTIVE DATE OF AUGUST 16, 2021 THROUGH FEBRUARY 28, 2022, IN ACCORDANCE WITH REQUEST FOR PROPOSALS NO. EHE-0521 "ENDING THE HIV EPIDEMIC (EHE) HEALTHTEC AND QUICK CONNECT SERVICES", TO EXERCISE AMENDMENTS TO INCREASE OR DECREASE THE AWARD AS ALLOWABLE THROUGH THE RYAN WHITE PROGRAM'S REALLOCATION/SWEEPS PROCESS TO MAXIMIZE GRANT FUND EXPENDITURES, TO ANNUALIZE THE INITIAL AWARD AMOUNTS IDENTIFIED HEREIN, INCLUDING ADJUSTING THE AWARDED AMOUNTS FROM AN APPROXIMATELY 7-MONTH BUDGET PERIOD TO A 12-MONTH BUDGET PERIOD, AND TO EXERCISE TERMINATION PROVISIONS, AND ALL OTHER RIGHTS CONTAINED IN SAID CONTRACTS; AND WAIVING 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 recital and accompanying memorandum as if fully set forth herein.

Section 2. Approves the recommendations for contract awards in the combined total amount of \$627,914.00 for “Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services” under Fiscal Year 2021 Ending the HIV Epidemic: A Plan for America—Ryan White HIV/AIDS Program Parts A and B cooperative agreement, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference.

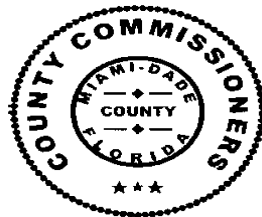
Section 3. Authorizes the County Mayor or the County Mayor’s designee, on behalf of Miami-Dade County, to negotiate and execute initial contracts for approximately seven months, in substantially the form attached hereto as Exhibit B and incorporated herein by reference, with the subrecipients identified in Exhibit A and in the amounts set forth therein, with an effective date of August 16, 2021 through February 28, 2022, in accordance with Request for Proposals No. EHE-0521 “Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services.” This Board further authorizes the County Mayor or the County Mayor’s designee to exercise amendment provisions to increase or decrease the award as allowable through the Ryan White Program’s reallocation/sweeps process described in the accompanying memorandum to maximize grant fund expenditures, to annualize the initial award amounts identified herein (i.e., adjust the awarded amounts from an approximately 7-month budget period to a 12-month budget period) in the remaining years of the options to renew, and to exercise termination provisions and all other rights contained in said contracts after approval by the County Attorney’s Office.

Section 4. Waives the requirements of Resolution No. R-130-06, which requires the contracts to be signed by non-County parties and attached to the agenda item before placement on the Board’s agenda, to provide the County Mayor or the County Mayor’s designee sufficient time to negotiate and execute contracts with the subrecipients identified herein.

The foregoing resolution was offered by Commissioner **Sen. Rene Garcia**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

EXHIBIT A

The following contracts will be effective August 16, 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.)

HealthTec Services (\$391,202)

Care Resource Community Health Centers, Inc.	\$146,521
The Village South, Inc.	\$244,681

Quick Connect Services (\$236,712)

Borinquen Health Care Center, Inc.	\$236,712
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GRAND TOTAL:	<u>\$627,914</u>
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MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET- GRANTS COORDINATION
RYAN WHITE PROGRAM
RFP NO. EHE-0521
ENDING THE HIV EPIDEMIC (EHE)
HEALTHTEC AND QUICK CONNECT SERVICES

#	PROPOSING ORGANIZATIONS (Listed Alphabetically)
1	BORINQUEN HEALTH CARE CENTER, INC.
2	CARE RESOURCE COMMUNITY HEALTH CENTERS, INC.
3	THE VILLAGE SOUTH, INC.

**ENDING THE HIV EPIDEMIC (EHE)
HEALTHTEC AND QUICK CONNECT SERVICES
RFP NO. EHE-0521 EVALUATION FORM
May 4, 2021**

RATINGS, RANKINGS, RECOMMENDATIONS

SERVICE CATEGORY:	HEALTHTEC SERVICES
AMOUNT AVAILABLE:	\$718,336
AMOUNT REQUESTED:	\$391,202
DIFFERENCE:	\$327,134

RANK	NAME OF PROPOSING ORGANIZATION	AMOUNT REQUESTED	AWARD RECOMMENDATION	AVERAGE SCORE
1	CARE RESOURCE COMMUNITY HEALTH CENTERS, INC.	\$146,521	\$146,521	93.00
2	THE VILLAGE SOUTH, INC.	\$244,681	\$244,681	73.80
2	# COUNT OF AGENCIES RECOMMENDED	\$391,202	\$391,202	

\$327,134 Remaining

NOTES/RATIONALE:

The Evaluation/Selection Committee made the following recommendations:

- 1) Recommend funding both applicants at the respective total amounts requested, which are based on an initial 7-month budget period.
- 2) Annualize award amounts in subsequent years.
- 3) The Village South indicated a request of \$412,170 on the application cover sheet but the proposed budget only totaled \$244,681. Therefore, this applicant's award recommendation is based on the request from the proposed budget form and corresponding budget narrative.

ENDING THE HIV EPIDEMIC (EHE)
HEALTHTEC AND QUICK CONNECT SERVICES
RFP NO. EHE-0521 EVALUATION FORM
May 4, 2021

RATINGS, RANKINGS, RECOMMENDATIONS

SERVICE CATEGORY:	QUICK CONNECT SERVICES
AMOUNT AVAILABLE:	\$490,540
AMOUNT REQUESTED:	\$236,712
DIFFERENCE:	\$253,828

RANK	NAME OF PROPOSING ORGANIZATION	AMOUNT REQUESTED	AWARD RECOMMENDATION	AVERAGE SCORE
1	BORINQUEN HEALTH CARE CENTER, INC.	\$236,712	\$236,712	85.00
1	# COUNT OF AGENCIES RECOMMENDED	\$236,712	\$236,712	
			\$253,828	Remaining

NOTES/RATIONALE:

The Evaluation/Selection Committee made the following recommendations:

- 1) Recommend funding applicant at total amount requested, which is based on an initial 7-month budget period.
- 2) Annualize funding in subsequent years of project.
- 3) Condition of Award: Despite statement applicant made in proposed plan, Borinquen Health Care Center may only serve people with HIV under this project.

[Enter Agency Index Code for
FY 2021 for reference]
FY 2021 EHE Contract
Resolution No. R-245-20

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

[OPENING PARAGRAPH FOR PHT ONLY IF FUNDED FOR EHE]This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2021 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 "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide **[ENTER THE FULL NAME OF THE FUNDED SERVICE CATEGORY – HealthTec and/or Quick Connect - IN ALPHABETICAL ORDER; NO CAPS NO BOLD]** services to program-eligible people with HIV under the COUNTY's corresponding, federally-funded, multi-year Ending the HIV Epidemic cooperative agreement.

[OPENING PARAGRAPH FOR ALL OTHER EHE DIRECT CLIENT SERVICE SUBRECIPIENTS]This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2021 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 SUBRECIPIENT; 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 "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide **[ENTER THE FULL NAME OF THE FUNDED SERVICE CATEGORY – HealthTec and/or Quick Connect - IN ALPHABETICAL ORDER; NO CAPS NO BOLD]** services to program-eligible people with HIV under the COUNTY's corresponding, federally-funded, multi-year Ending the HIV Epidemic cooperative agreement.

WITNESSETH

WHEREAS, the COUNTY has received Federal funds from the United States Health and Human Services Department, Health Resources and Services Administration's (HRSA) Ending the HIV Epidemic (EHE) multi-year cooperative agreement to implement strategies, interventions, approaches, and core medical and support services to reduce new HIV infections in Miami-Dade; and

WHEREAS, services funded under this agreement will focus on Pillar Two of the Ending the HIV Epidemic plan to treat people with HIV rapidly and effectively to reach sustained viral suppression; and

WHEREAS, the COUNTY receives this funding under the Catalog of Federal Domestic Assistance (CFDA) #93.686, Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B; and

WHEREAS, the COUNTY as Recipient 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 people with HIV; and

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

WHEREAS, the SUBRECIPIENT has submitted a written proposal dated _____, hereinafter referred to as the "Subrecipient's Proposal" which is incorporated herein by reference; and,

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-245-20 on March 3, 2020, authorizing this Agreement; and

WHEREAS, the SUBRECIPIENT is desirous of and willing to participate with the COUNTY and with other organizations in accomplishing the goals, purposes, and objectives Miami-Dade County's Ending the HIV Epidemic plan,

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) "Advance payment" shall mean a payment that a Federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.

- b) "Approved Payment Plan" shall mean a written agreement between the COUNTY and the SUBRECIPIENT setting forth a repayment schedule that, by the end of the term of the approved payment plan, satisfies all of the SUBRECIPIENT'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.
- c) "Arrears" or "Arrearage" shall mean any delinquent amounts owed by the SUBRECIPIENT under any contract, final non-appealable judgment or lien with the COUNTY.
- d) "CFR" shall mean Code of Federal Regulations.
- e) "Computer Identification System (CIS) number" shall mean a unique identifier recorded by the Management Information System to each recipient (client) of Ending the HIV Epidemic (EHE) services in Miami-Dade County in order to track the client's participation in the Ryan White Program and EHE system of care.
- f) "Client" shall mean program-eligible individual as further defined in Article I (x) below.
- g) "Contract", "Contract Documents", or "Agreement" shall mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), SUBRECIPIENT's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.
- h) "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.
- i) "Cooperative Agreement" shall mean a financial assistance mechanism where substantial involvement is anticipated between HRSA and the Recipient during performance of the contemplated project.
- j) "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). The term COUNTY excludes SUBRECIPIENT.
- k) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.
- l) "Deliverables" shall mean all documentation and any items of any nature submitted by the SUBRECIPIENT to the COUNTY's Program Director for review and approval pursuant to the terms of this Agreement.
- m) "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 Assistant Director of the Office of Management and Budget-Grants Coordination, for Ryan White Program services).

- n) "Document", "Documents", "Developed items" or words of like import 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.
- o) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds \$25,000.00 and has been delinquent for greater than 180 days.
- p) "Federal Pass Through Agency" shall mean Miami-Dade County, the Recipient of federal grants funds related to this Agreement.
- q) "Grant funds" shall mean those Ryan White Program Ending the HIV Epidemic (EHE) cooperative agreement funds as more fully set forth in Article VIII of this Agreement.
- r) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.
- s) "Management Information System" or "MIS" shall mean the electronic data management system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program and EHE system of care.
- t) "Minority" shall mean a person that defines him or herself as coming from one of the following federally-defined 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. However, local Minority AIDS Initiative (MAI)-funded services are limited to Black/African American (including, but not limited to, Haitian) or Hispanic.
- u) "Non-federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- v) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.

- w) "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.
- x) "Program-eligible individuals", "persons or people with HIV", "service recipients", or "clients" shall mean individuals who test positive for the Human Immunodeficiency Virus (HIV). All new clients who are provided any services (whether EHE or Ryan White HIV/AIDS Program) in an EHE-funded jurisdiction, such as Miami-Dade County, shall be counted as an EHE client. EHE clients needing referral to Ryan White Part A or Minority AIDS Initiative (MAI) Program services must meet specific Part A or MAI Program eligibility requirements.
- y) "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 grant funds provided and for the performance of the grant supported project or activity.
- z) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SUBRECIPIENT under this Agreement.
- aa) "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- bb) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the SUBRECIPIENT, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SUBRECIPIENT and whether or not in privity of Agreement with the SUBRECIPIENT.
- cc) "Subrecipient" 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 (grantee) or other subrecipient for the use of the Federal grant funds provided by the subaward.
- dd) "Subrecipient'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 EHE cooperative agreement under this Agreement.
- ee) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1, of this Agreement.
- ff) "The United States Department of Health and Human Services", "DHHS", or "HRSA" shall mean the federal Department, its agents, employees, and instrumentalities, including, but not limited to, the Health Resources and Services Administration (HRSA).

- gg) "Whistleblowing" shall mean making a disclosure that the employee of a contractor, subcontractor, grantee, subgrantee/subrecipient reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal grant 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).
- hh) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SUBRECIPIENT in accordance with the provisions of this Agreement.

Article II
Responsibilities of the SUBRECIPIENT

- 2.1 The SUBRECIPIENT, by and through its agents, assigned representatives and Subcontractors agrees:
- A. To provide the planned or proposed services described in the SUBRECIPIENT's Scope of Service(s) (Exhibit A) and the SUBRECIPIENT'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 SUBRECIPIENT's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget and narrative budget justification. The COUNTY reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established Ending the HIV Epidemic (EHE) plan requirements, standards, and limitations, as may be amended, for the term of this Agreement.
- B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as EHE services shall be provided to program-eligible people with HIV who reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement.
- The goal of EHE-funded activities in this Agreement is to treat people with HIV rapidly and effectively to reach sustained viral suppression.
- 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 SUBRECIPIENT which certifies the following: that the SUBRECIPIENT 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 SUBRECIPIENT's most recent annual report has been filed with the Florida Department of State – Division of Corporations, that

the status of the SUBRECIPIENT is active, and that the SUBRECIPIENT 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. Resume and/or curriculum vitae for each key personnel under this Agreement shall be provided to the COUNTY prior to contract execution, in order to provide said documents to HRSA, as required by the EHE cooperative agreement. Upon request from OMB management, the SUBRECIPIENT 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 ten (10) calendar days from the date said incident occurs. Ignorance on the part of the SUBRECIPIENT of its obligations under this subsection shall in no way relieve the SUBRECIPIENT from any of its responsibilities in this regard. The SUBRECIPIENT'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 SUBRECIPIENT 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 for review upon request. All personnel shall be considered to be, at all times, the sole employees of the SUBRECIPIENT under its sole direction.
- G. To provide optimal continuity of care to individual program 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 (also referred to as The Partnership; the local county advisory board for HIV-related issues) 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 reimbursement requests (i.e., billings, invoices, etc.) to the COUNTY. SUBRECIPIENT shall maintain sufficient records and adhere to the local Ryan White Program's EHE site visit monitoring process as may be

amended, in accordance with Federal and local guidelines and requirements. Per 45 CFR § 75.351 - 75.353, activities of the SUBRECIPIENT will be monitored by the COUNTY to ensure that the subaward is used for authorized purposes, in compliance with Federal statues, Ryan White HIV/AIDS Program legislative requirements, regulations, and the terms and conditions of the subaward; and that the subaward performance goals are achieved. SUBRECIPIENT must track, appropriately use, and report program income generated by the subaward, SUBRECIPIENT's EHE expenditures must adhere to legislative mandates regarding the distribution of funds.

- 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. Unless the timeframe is extended by such authorized representative, access to client records and other program-related documents 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 three (3) business days 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 this Agreement shall be retained by the SUBRECIPIENT in proper order and confidential as required by HIPAA for at least five (5) years following the expiration of this 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 SUBRECIPIENT or any firm, corporation, partnership or joint venture in which the SUBRECIPIENT has a controlling financial interest in order to secure repayment of any loan made to the SUBRECIPIENT 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 SUBRECIPIENT will cause any part of the direct client services under 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 SUBRECIPIENT; and the SUBRECIPIENT 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 SUBRECIPIENT. The direct client services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the

SUBRECIPIENT.

The SUBRECIPIENT, prior to implementing any subcontract for any portion of the services funded under this Agreement, 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. Proposed subcontract agreements submitted to the COUNTY for review and consent will also include causes and remedies for suspension or termination of the Agreement, HIPAA and other confidentiality requirements, and the requirement for the Subcontractor to abide by the same terms and conditions included in this prime Agreement between the SUBRECIPIENT and the COUNTY. The COUNTY will have the right to require the SUBRECIPIENT not to award any subcontract to a person, firm or corporation for whom the COUNTY does not provide its consent under this Agreement.

Before entering into any subcontract hereunder, the SUBRECIPIENT 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 SUBRECIPIENT'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. SUBRECIPIENT shall furnish to the COUNTY copies of all subcontracts between SUBRECIPIENT 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 SUBRECIPIENT 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 \$100,000.00 or more by the SUBRECIPIENT and the SUBRECIPIENT 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 SUBRECIPIENT 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.” SUBRECIPIENT agrees that it will not change or substitute Subcontractors or Suppliers from those listed in Attachment C.1 without prior written approval of the COUNTY. If this Agreement is for \$100,000.00 or more and the SUBRECIPIENT will not utilize Subcontractors, then the SUBRECIPIENT must also submit Attachment C.1 and state where appropriate that “no Subcontractors will be used.” Additionally, the COUNTY reserves the right to request from the SUBRECIPIENT 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 \$100,000.00 or more. The SUBRECIPIENT 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 SUBRECIPIENT 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.

On Attachment C.2, in accordance with Ordinance No. 11-90, SUBRECIPIENT whose contract involves the expenditure of \$100,000.00 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 SUBRECIPIENT demonstrates to the COUNTY prior to award that the race, gender, and ethnic information is not reasonably available at that time, the SUBRECIPIENT 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.

The final ISD Form 7 and the final Subcontractors Payment Report (Miami-Dade County Sub 200 Form), if applicable, must be submitted with the final request for reimbursement no later than close of business on Wednesday, March 30, 2022. **No extensions will be granted. No exceptions.** Final payment will not be issued if these reports are incomplete or outstanding.

- N. **Accessibility Provisions and Non-Discrimination Requirements.** 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, 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 people 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. For more information, please see:

<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>

<http://www.hhs.gov/civil-rights/for-individuals/index.html> and

<http://www.hhs.gov/civil-rights/for-providers/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 [Recipients] 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 CFR part 60-1, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. For more information, please see: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>.

The SUBRECIPIENT must also comply with the U.S. Equal Employment Opportunity Commission (EEOC) publication titled, "What You Should Know about HIV/AIDS and Employment Discrimination." This publication may be obtained at the following webpage:

http://eeoc.gov/eeoc/newsroom/wysk/hiv_aids_discrimination.cfm.

The SUBRECIPIENT must also comply with the following EEOC publications, "Living with HIV Infection: Your Legal Rights in the Workplace under the ADA", which can be found at https://www.eeoc.gov/eeoc/publications/hiv_individual.cfm, and "Helping Patients with HIV Infection who Need Accommodations at Work," which can be found at http://eeoc.gov/eeoc/publications/hiv_doctors.cfm.

- 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, (42 USC § 2000d, et seq.) and the Title VI regulations (45 CFR part 80), 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

SUBRECIPIENT 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 SUBRECIPIENT and the person with limited English proficiency to facilitate participation in, and meaningful access to, core medical and support services. The guidance for Executive Order 13166 may be obtained at the following website:

<http://www.lep.gov/13166/eo13166.html>.

The SUBRECIPIENT should also become familiar with DHHS' revised "Fact Sheet on Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons." The guidance may be obtained at the following website: <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html>

- Q. To comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as amended (applies to contract awards in excess of \$150,000.00). Violations must be reported to the Federal awarding agency (i.e., HRSA) and the Regional Office of the Environmental Protection Agency (EPA).
- 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 (42 USC § 6201, et seq.).
- S. To comply with the Byrd Anti-Lobbying Amendment (31 USC § 1352) (applies to contract awards in excess of \$100,000.00). The SUBRECIPIENT shall certify to the COUNTY it will not and has not used Federal appropriated grant 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, an officer or an employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. The SUBRECIPIENT shall also disclose to the COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The SUBRECIPIENT further agrees to comply with the requirement of such legislation to furnish a disclosure (Federal OMB Standard Form LLL) 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 SUBRECIPIENT 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, SUBRECIPIENT shall promptly bring such information to the attention of the COUNTY's Program Director. SUBRECIPIENT shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SUBRECIPIENT receives from the Program Director in regard to remedying the situation. Furthermore, pursuant to Public Law 111-148, as directed in the federal SF424 application guide dated September 30, 2019:

- (1) In accordance with applicable laws, no grant funds shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
 - (2) In accordance with applicable laws, no part of the grant funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to legislative any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - (3) The prohibitions in subsections (1) and (2) [directly above] shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 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 Entity 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 SUBRECIPIENT.

- 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 SUBRECIPIENT 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 SUBRECIPIENT shall provide program accessibility and effective communication for service recipients and employees. The SUBRECIPIENT 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, Civil Rights Division, 950 Pennsylvania Avenue, NW, 4CON, 9th Floor, Washington, D.C. 20530, within 180 calendar days of the date of discrimination. An ADA complaint may also be filed by sending an ADA complaint electronically through the following web page: <http://www.ada.gov/complaint/>. 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 or 1-800-514-0716 (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, 22nd Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit (located in Exhibit C, Attachment A, page 2, of this Agreement) must be completed and on file with the COUNTY prior to contract execution. The SUBRECIPIENT must be in full compliance with the laws referenced within the affidavit. The SUBRECIPIENT'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 this subsection and in Article II, Section 2.1 (X) of this Agreement. The SUBRECIPIENT's 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 (hard copy and electronic);
 - (2) Confidential records are not removed from the SUBRECIPIENT'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 SUBRECIPIENT, 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 numbers, medical record number, health plan beneficiary numbers, certificate of license numbers, photographic identification, email address, biometric identifiers, and account numbers) 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 SUBRECIPIENT. Similarly, the SUBRECIPIENT may only share client identifying information with other authorized entities if the client has specifically given in writing the SUBRECIPIENT permission to do so or unless otherwise compelled by law. SUBRECIPIENT may communicate with the COUNTY regarding the client by referencing the client's CIS number;
- (10) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Program Management Information System (RW-MIS) 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, SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 Client Rights and Responsibilities Statement in the languages of the local client population to be served (i.e., in English, Spanish, and Creole, at a minimum) 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 well as the Miami-Dade County Integrated HIV/AIDS Prevention and Care Plan (Integrated Plan; as developed in collaboration with the Florida Department of Health) and the Ending the HIV Epidemic initiative, as further detailed in Article IV, Section 4.3 and 4.5, with the ultimate goals of improving the health status of program-eligible people with HIV, 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 its own internal performance improvement and quality management activities, the SUBRECIPIENT shall be expected to identify problems in service delivery and business operations that may impact the health status of program-eligible people with HIV served under this Agreement.
- BB. To cooperate in the clinical quality management process that may include periodic record reviews, as a part of the COUNTY's Performance Improvement Plan for Ryan White Program and EHE-funded services. The SUBRECIPIENT is required to respond in writing within ten (10) business days, or other reasonable time frame specified in writing 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 SUBRECIPIENT 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 SUBRECIPIENT will also collaborate with the COUNTY and the Miami-Dade HIV/AIDS Partnership in the development or enhancement of outcome measures for applicable service categories.
- CC. To participate in on-going technical assistance meetings, subrecipient 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 subrecipients, service providers, and key points of entry to the system of care for people with HIV, 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.

- EE. To notify program 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 Work (Exhibit A). Written notification must include the nature of the changes, actions taken by the SUBRECIPIENT 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 SUBRECIPIENT's Board of Directors or Trustees are apprised of the programmatic, fiscal, and administrative obligations of the EHE cooperative agreement, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Professional Services Agreement with the COUNTY for EHE-funded services. 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 SUBRECIPIENT, 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 SUBRECIPIENT must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.
- GG. To adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the most current, local Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. The current CLAS standards include: one "Principal" standard; three "Governance, Leadership, and Workforce" standards; four "Communication and Language Assistance" standards; and seven "Engagement, Continuous Improvement, and Accountability" standards. The National CLAS Standards can be found at the following web page, as may be amended:
<https://www.thinkculturalhealth.hhs.gov/clas>.
- 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, as may be amended: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The HAB Performance Measures can be found at the following web page:
<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>
- 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), and its implementing regulations codified in 2 CFR part 175; 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.

Detailed Federal Terms and Conditions related to the Trafficking Victims Protection Act of 2000 are found at this link and such terms and conditions are fully incorporated herein by reference: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>

Additional information can be found at the following HRSA website: https://www.ecfr.gov/cgi-bin/text-idx?SID=168659567ddec29cf79c97b0b5b04a2&mc=true&node=se2.1.175_115&rgn=div8 or at <https://www.state.gov/j/tip/laws/>.

- JJ. Disaster Plan/Continuity of Operations Plan (COOP). The SUBRECIPIENT 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 SUBRECIPIENT. Any revisions or updates to the previously submitted Disaster Plan/COOP must be submitted to the COUNTY within sixty (60) calendar days of contract execution and is also subject to review and approval of the COUNTY in its sole discretion. The SUBRECIPIENT will review the Plan annually, revise it as needed, submit revised copies to the COUNTY, and maintain a written copy on file at the SUBRECIPIENT'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, SUBRECIPIENT will notify the COUNTY of such in writing.
- KK. The SUBRECIPIENT 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 et seq., 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 § 5301, et. seq., as amended; and the Fair Housing Act, 42 USC § 3601 et seq. It is expressly understood that the SUBRECIPIENT must submit an affidavit (see Exhibit C, Attachment A, page 2, of this Agreement) attesting that to the best of the SUBRECIPIENT's knowledge it is not in violation of the Acts. If the SUBRECIPIENT or any owner, subsidiary, or other firm affiliated with or related to the SUBRECIPIENT 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 SUBRECIPIENT.

Any contract entered into based upon a false affidavit shall be voidable by the COUNTY. If the SUBRECIPIENT violates any of the Acts during the term of any contract the SUBRECIPIENT has with the COUNTY, such contract shall be voidable by the COUNTY, even if the SUBRECIPIENT 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 SUBRECIPIENT.

- LL. Background Screening. As a requirement of this Agreement, even if such screening is not otherwise required by applicable law, the SUBRECIPIENT agrees ensure that employees, subcontractors, volunteers, and independent contractors that work directly with, or who may come into direct contact with, youths under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by Section 435.02, Florida Statutes, satisfactorily complete and pass Level 2 background screening before working or volunteering with such persons.

Upon request or during a monitoring site visit, SUBRECIPIENT shall furnish the COUNTY with proof that such employees, subcontractors, volunteers, and independent contractors satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time. If the SUBRECIPIENT fails to furnish to the COUNTY proof that an employee, subcontractor, volunteer, or independent contractor's Level 2 or other required background screening was satisfactorily passed and completed prior to that employee, subcontractor, volunteer, or independent contractor working or volunteering with or in the vicinity of youths under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, the COUNTY shall not disburse any further grant funds and this Agreement may be subject to termination at the sole discretion of the COUNTY.

As a requirement of this Agreement, even if such screening is not otherwise required by applicable law, the SUBRECIPIENT agrees to conduct pre-employment criminal background screenings of all its employees, subcontractors, volunteers, and independent contractors who are providing services in accordance with this Agreement; to update those background checks at least once every five (5) years; and to maintain documentation of the criminal background screening on file.

Where applicable, SUBRECIPIENT will permit only employees, subcontractors, volunteers, and independent contractors with a satisfactory national criminal background check conducted 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 or volunteer in direct contact with or in the vicinity of youths under 18 years of age, persons ages 65 years old and older,

persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons. The SUBRECIPIENT shall also comply with Section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and Section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

Where applicable, the SUBRECIPIENT agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: Florida Statutes, Chapters 39, 393, 394, 397, 402, 408, 409, 435, 984, 985, 1012, as may be amended from time to time.

Upon request, primarily during monitoring site visits or at any time determined by the COUNTY, the SUBRECIPIENT 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.

SUBRECIPIENT's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors, and independent contractors is grounds for a material breach and termination of this contract at the sole discretion of the COUNTY.

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 Section 415.102(28), 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.

Additionally, and if applicable, SUBRECIPIENT shall comply with the Level 2 screening requirements set forth in Section 413.208, Florida Statutes.

In the event criminal background screenings are required by law, the State of Florida and/or the COUNTY, the SUBRECIPIENT 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.

SUBRECIPIENT must maintain policy and procedures related to Level 2 Background Screening to include the requirements stated in 2.1 (LL) above. To prove SUBRECIPIENT conducted its due diligence if a person whose background

screening revealed concerns and was subsequently hired, SUBRECIPIENT must document in the affected personnel record the steps taken to address those concerns and provide an exemption, in accordance with Florida Statutes and the SUBRECIPIENT's policy and procedures.

- MM. To adhere to the Consolidated Appropriations Act, 2020, § 202, (Public Law 116-94), enacted December 20, 2019, subject to annual changes, which limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Accordingly, no grant funds shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Accordingly, as of the date of this Agreement, HRSA grant funds may not be used to pay the salary of an individual at a rate in excess of \$197,300.00 (the Executive Level II salary of the Federal Executive Pay scale effective January 1, 2020). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/ subcontracts under a U.S. Department of 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 SUBRECIPIENT's award amount will not necessarily be recalculated to adjust for necessary reductions in salaries included in the proposal or continuation contract line item budget. 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. CareerSource South Florida (formerly known as the First Source Hiring Referral Program). 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 SUBRECIPIENT, 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 \$1,500.00/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 South Florida) at (305) 594-7615.

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 such action in response to customer concerns regarding possible health risks by urging its food distribution providers and meal providers, including those who are Ryan White Program-funded, to immediately discontinue using meat products that contain those low grade beef trimmings. As a result, where applicable (i.e., food bank and residential substance abuse subrecipients), SUBRECIPIENT 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/matter.asp?matter=120798&file=true&yearFolder=Y2012>.

PP. If applicable, the use of grant funds for incentives in the form of gift cards to participants (planning council or committee members, existing program clients, or potential clients) 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. See Article VI, Section 6.12 of this Agreement for additional information on unallowable use of general-use prepaid cards.

The following restriction applies: Recipients of gift card incentives (i.e., clients) 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, Florida Statutes, the SUBRECIPIENT shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- (2) Upon request from the COUNTY’S custodian of public records identified herein, provide the COUNTY with a copy of the requested records or allow the public with access to the 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;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of the services under this Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY; and

- (4) 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 SUBRECIPIENT upon termination of this Agreement. If SUBRECIPIENT transfers all public records to the COUNTY upon completion of this Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, 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 addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the SUBRECIPIENT to comply with Section 119.0701, Florida Statutes, and this Article II, Section 2.1 (QQ) of this Agreement, the COUNTY shall avail itself of the remedies set forth in Article XV and Article XVII of this Agreement.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128**

**Attention: Carla Valle-Schwenk, Ryan White Program Administrator
Email: Carla.ValleSchwenk@miamidade.gov**

- RR. To adhere to 41 USC § 4712, Pilot Program for Enhancement of Employee Whistleblower Protection, which applies to all employees working for contractors, grantees (recipients), subcontractors, and subgrantees (subrecipients) 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 in writing of employee whistleblower protections under 41 USC § 4712 in the predominant native language 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 et seq. 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 et seq., 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.”). The details of 41 USC § 4712 can be found at <http://uscode.house.gov/browse.xhtml>.

- 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 (P.L.) 103-227, the Pro-Children Act of 1994 (20 USC § 6081 et seq.) and its implementing regulations (48 CFR § 352.237-70), 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.
- TT. To comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as required by 45 CFR § 75.335, Appendix II, 45 CFR § 75.331, and 40 CFR part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247. These guidelines apply to the SUBRECIPIENT and to all its procurement actions involving covered items under the regulations, where the SUBRECIPIENT purchases \$10,000.00 or more worth of one of the covered items during the course of a fiscal year, or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000.00 or more.

This guideline applies to Federal, State, and local agencies using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts.

- UU. The SUBRECIPIENT must maintain “active” vendor status with Miami-Dade County’s Internal Services Department, Procurement Management Division, as evidenced by the SUBRECIPIENT’s submission of a vendor application package, to be updated as needed. Prior to contract and amendment execution, OMB staff will obtain a screen print of the SUBRECIPIENT’s “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, or any subsequent accounting system the COUNTY may use.
- V V. To ensure that the SUBRECIPIENT’s Board of Directors or Board of Trustees through its audit and compliance committee, or committee of similar responsibility, is apprised of any site visit monitoring reports or record reviews relating to this Agreement prepared by the County or its authorized representative. Through the official minutes of its appropriate committee meetings or through an official certification from the Board Secretary or Secretary of the Trustees, the SUBRECIPIENT must maintain documentation and provide the COUNTY with proof that it has been sharing the results of all COUNTY monitoring reports with the Board members. Meeting minutes must include the date on which the committee met, a copy of the corresponding meeting agenda, and an attestation that quorum was achieved at the committee meeting. Such meeting minutes may be redacted to show only those portions or actions relating to this Agreement and COUNTY monitoring reports.
- WW. To abide by generally accepted financial management principles, including the requirement of the signature of two persons within the organization on all checks disbursing organizational funds, as required by Miami-Dade County Administrative Order 3-15. More detail regarding this requirement can be found at: www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-15.pdf.
- XX. To comply with the requirements of 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participations in Federal assistance programs or activities. In order to check if a person is excluded under these regulations, SUBRECIPIENT must check the U.S. Government’s System for Award Management Exclusions (SAM Exclusions) at <https://www.sam.gov>.
- YY. To make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for

accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.

- ZZ. To assure that any developed work, item, document, etc. under this cooperative agreement can be used by HRSA/HAB in accordance with 45 CFR § 75.322(b). The COUNTY and SUBRECIPIENT may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under [this] EHE award. In accordance with 45 CFR § 75.322(b), HRSA/HAB reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the developed work, item, document, etc. for Federal purposes, and to authorize others to do so.
- AAA. To comply with Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of Public Law 110-252, in the COUNTY's reporting of each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. Information reported by the SUBRECIPIENT will in turn be reported by the COUNTY to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov> by the end of the month following the month in which the subaward was made. The FFATA reporting requirements apply for the duration of the period of performance and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
- BBB. To assist the COUNTY in meeting its EHE cooperative agreement-related responsibilities described herein below in Article IV, Section 4.14.

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

- 3.1 The SUBRECIPIENT 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 SUBRECIPIENT shall be bound by all determinations or orders and shall promptly comply with every order of the Program Director or designated representative, including the withdrawal or modification of any previous order and regardless of whether the SUBRECIPIENT 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 SUBRECIPIENT must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Director. In the event that the SUBRECIPIENT and the Program Director are unable to resolve their difference, the SUBRECIPIENT 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 County 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 County 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 County 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 County 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 SUBRECIPIENT'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 County 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 SUBRECIPIENT to the Miami-Dade County Mayor or the County 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 County 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 County Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SUBRECIPIENT. Except as such remedies may be limited or waived elsewhere in the Agreement, SUBRECIPIENT 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 SUBRECIPIENT, 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 SUBRECIPIENT 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 adhere to the legislative requirement to establish a clinical quality management program as outlined in HRSA Policy Clarification Notice No. 15-02 and Integrated Plan program letter (updated November 30, 2018) (<https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>). To participate in the development and implementation of the Ryan White Program Performance Improvement Plan (PIP), the Quality Management Program, and the Miami-Dade County Integrated HIV/AIDS Prevention and Care Plan (Integrated Plan), and the Ending the HIV Epidemic initiative, 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, subrecipients, the County's contract Quality Management provider, the County's contract data management system provider, the Clinical Quality Management Committee, and the 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 service utilization information and data reported by the SUBRECIPIENT is used to monitor HIV-related illnesses and trends in the local epidemic.
 - 4.5 To ensure the SUBRECIPIENT follows federally approved medical practice guidelines for the treatment of HIV/AIDS as found at the following weblink, <https://clinicalinfo.hiv.gov/en/guidelines>; as well as HRSA/HAB Performance Measures for Core, All Ages, Adolescent and Adult, HIV Infected Children, HIV Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and System found at the following weblink, <https://hab.hrsa.gov/clinical-quality-managment/performance-measure-portfolio>, as may be amended, where applicable to EHE-funded services provided under this Agreement.
 - 4.6 To exchange SUBRECIPIENT contract information, service utilization data, reimbursement information, and performance reports with other funding sources that the SUBRECIPIENT 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., SUBRECIPIENT) as a subaward and includes relevant information at the time of the subaward, as may be amended, pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (Uniform Guidance), 45 CFR § 75.352, as may be amended. Accordingly, the subaward related to this Agreement is further identified in Exhibit C, Attachment G, Federal Subaward Notification, of this Agreement, as may be amended.
- 4.9 To evaluate each subrecipient's (SUBRECIPIENT) 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 45 CFR § 75.352 of the Uniform Guidance, as may be amended.
- 4.10 To conduct due diligence reviews of all staff on SUBRECIPIENT's budget, in compliance with the requirements of 45 CFR § 75.213, as may be amended. Such review will enforce related regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The COUNTY will verify that each key staff member listed on the SUBRECIPIENT's budget under this Agreement are not found on the U.S. Government's System for Award Management Exclusions (SAM Exclusions) list at <https://www.sam.gov>.
- 4.11 To make all files under this Agreement, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
- 4.12 To follow the guidance set forth in all applicable HIV/AIDS Bureau Policy Notices and Program Letters to ensure compliance with programmatic requirements. Policy Notices and Program Letters can be found at the following Web page: <https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters>.
- 4.13 Since the total Federal share of the COUNTY's Federal award is more than \$10,000,000.00 over the period of performance, then Appendix XII, Award Term and Condition for Recipient Integrity and Performance Matters, to 2 CFR 200 is applicable to this award. Additional information for "Reporting of Matters Related to Recipient Integrity and Performance, and Proceeding" About Which the COUNTY Must Report, can be found at the following Web link: https://www.ecfr.gov/cgi-bin/text-idx?SID=f29506216228d021538ba008a19a8e6f&mc=true&node=ap2.1.200_1521.xii&rgn=div9.

4.14 In collaboration with HRSA under the EHE cooperative agreement, the COUNTY will:

- Complete the proposed initiative work plan activities, as may be amended, within the five-year project period;
- Collaborate with HRSA on review of activities, procedures, and budget items, including timely communication with project officer;
- Develop and implement a methodology, including proposed metrics, to measure the impact of proposed activities, as well as reporting on outcomes;
- Ensure proposed activities are based on documented need, targeted for maximum impact on HIV care continuum outcomes, and designed to reach the identified target population(s);
- Coordinate the initiative activities with the COUNTY's existing Ryan White Part A and MAI programs;
- Collaborate with Centers for Disease Control and Prevention (CDC)-funded organizations, health centers, and other local and state government agencies on implementing initiative activities;
- Collaborate with the EHE Technical Assistance Provider (TAP) and the Systems Coordination Provider (SCP) on the development, implementation, coordination, and integration of initiative activities;
- Develop a sustainability plan to support successful activities following conclusion of the cooperative agreement;
- Modify activities as necessary to ensure relevant outcomes for the project; and
- Participate in the dissemination of project findings, best practices, and lessons learned, including adherence to HRSA guidelines pertaining to acknowledgment and disclaimer on all products produced by HRSA award funds.

Article V **Joint Responsibilities**

- 5.1 Both Parties agree that the confidentiality of the clients served by the SUBRECIPIENT 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 SUBRECIPIENT 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://careactarget.org/library/protecting-health-information-privacy-and-complying-federal-regulations>).

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/hipaa/for-professionals/privacy/laws-regulations/index.html>; and <http://www.hhs.gov/hipaa/for-professionals/special-topics/public-health/index.html>.

Additional information can be found at the TARGET Center website (<https://careactarget.org/library/ensuring-security-your-clients%E2%80%99-data>), under the module titled, "Ensuring the Security of Your Clients' Data".

- 5.3 In accordance with 45 CFR § 75.351, et seq., the COUNTY must monitor the activities of the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes and in compliance with applicable laws, Ryan White Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The COUNTY must also ensure that the SUBRECIPIENT tracks, appropriately uses, and reports program income generated by the subaward. Where applicable, 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 SUBRECIPIENT to monitor adherence to the scope of services as defined in Exhibit A of this Agreement; 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 SUBRECIPIENT's headquarters and/or any location or site where the services contracted for are performed. SUBRECIPIENT will also keep its Board of Directors or Board of Trustees apprised of monitoring visit reports as detailed in Article II, Section 2.1 (V V), of this Agreement.
- 5.4 In accordance with 45 CFR § 75.113, the SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY and to the U.S. Department of Health and Human Services Office of Inspector General (DHHS/OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The COUNTY must also disclose same to the DHHS/OIG. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CRF parts 180 and 376, and 31 U.S.C. 3321).

Disclosures must be sent in writing to:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201
URL: <http://oig.hhs.gov/fraud/report-fraud/index.asp>
(Include "Mandatory Grant Disclosures" in subject line)
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
E-mail: MandatoryGranteeDisclosures@oig.hhs.gov

- 5.5 In accordance with Public Law 115-31, Division E. Title VII, Confidentiality Agreements (Section 743), the following applies:
- A. None of the grant funds may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - B. The limitation in subsection (A) above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

5.6 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, SUBRECIPIENT is encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

In addition and in accordance with 45 CFR 75.330 of the Uniform Guidance, the COUNTY must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative

steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the selected staff support, if subcontracts are to be let, to take the affirmative steps listed herein.

- 5.7 Both parties agree to collaborate to ensure the COUNTY is able to meet its obligations under this cooperative agreement as stated herein in Article IV, Section 4.14 above.

Article VI
Requirements Related to Use of
Ending the HIV Epidemic (EHE) Cooperative Agreement Funds

- 6.1 The SUBRECIPIENT agrees to comply with applicable provisions of Federal, State and COUNTY laws, regulations and rules, including, but not limited to, the administration and audit requirements and the cost principles that govern Federal monies associated with this award as stated in the Uniform Guidance 2 CFR part 200 and as codified by HHS at 45 CFR part 75. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR part 75, also known as, the Uniform Guidance), as may be amended, can be found electronically on the U.S. Government Publishing Office (GPO) website (<http://www.ecfr.gov/cgi-bin/text-idx?SID=b33f664d62d65672c9aa74d4fe87d4c6&mc=true&node=pt45.1.75&rgn=div5>).

The guidance provides a streamlined government-wide framework for grants administration and management of HHS awards. Non-federal entities must use the Uniform Guidance Cost principles, 45 CFR part 75, Subpart E – Cost Principles, as may be amended, in order to determine the allowable costs of work performed under Federal awards.

If there is no adequate documentation of particular costs, such as vouchers, invoices, timekeeping records, etc. with enough detail to determine if the cost is allowable, then the SUBRECIPIENT's annual audit might reflect that the costs cannot be charged to this Agreement and a refund to the COUNTY will be necessary if the costs remain undocumented. If the SUBRECIPIENT is a commercial organization, it must continue to use the regulations found in 48 CFR subpart 31.2 – Contracts with Commercial Organizations to determine the allowability of costs charged to a federally-funded contract, as may be amended.

Standards for Financial Management

The SUBRECIPIENT is also required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75, as may be amended. The financial systems must enable the recipient to maintain records that adequately identify the sources

of grant 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.

Internal controls must be in place to ensure that costs charged to HRSA grants or cooperative agreements are allowable, allocable to the HRSA grant or cooperative agreement, reasonable, necessary, and documented. For example, controls must be in place to ensure that only actual time worked on HRSA projects are charged to HRSA grants or cooperative agreements, and that the time worked has management approval from the HRSA grant recipient. There also must be internal controls in place to ensure that costs charged to HRSA grants or cooperative agreements through sub-awards are monitored and evaluated by the HRSA grant recipient and that only allowable, allocable, reasonable, necessary, and documented costs are charged to HRSA grants or cooperative agreements.

HRSA grant 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.)

Reporting and Use of Program Income

The COUNTY and the SUBRECIPIENT are required to track and report all sources of service reimbursement as program income. All program income generated as a result of EHE-awarded funds must be used for approved project-related activities. For additional information, see Uniform Guidance 45 CFR § 75.307 and HRSA Policy Notice No. 15-03 available online at: <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>.

- 6.2 Uniform Guidance 45 CFR part 75 Subpart F – Audit Requirements regulations apply to the SUBRECIPIENT’s Fiscal Year End audits, as required under this Agreement. The audit requirements in 45 CFR § 75.501, as may be amended, stipulate that if the SUBRECIPIENT [a non-Federal entity] spends \$750,000.00 or more in Federal awards combined during the SUBRECIPIENT’s fiscal year then the SUBRECIPIENT must have a single or program-specific audit conducted for that year in accordance with the provisions in this part and in Subpart F. Pursuant to 45 CFR § 75.503 (e), as may be amended, 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.

A SUBRECIPIENT that expends less than \$750,000.00 in Federal awards during the SUBRECIPIENT’s fiscal year is exempt from this single audit or program-specific audit requirement, except as noted in 45 CFR § 75.503, as may be amended. However, records must be available for review or audit. If the SUBRECIPIENT that expends less than \$750,000.00 in Federal awards during its fiscal year has an audit completed for another funding source or for another purpose, a copy of that audit must be submitted to the

COUNTY. Should the COUNTY require independent review from a SUBRECIPIENT that expends less than \$750,000.00 in Federal awards, a limited scope agreed-upon-procedure engagement will be paid for and arranged by the COUNTY, in accordance with 45 CFR § 75.425 of the cost principles applicable to non-federal entities.

Pursuant to Section 2-481 of the Miami-Dade County Code, the SUBRECIPIENT will grant read-only access to the Commission Auditor to any and all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The SUBRECIPIENT 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.

When applicable, the Fiscal Year End audit must be submitted to: Federal Audit Clearinghouse (FAC) Bureau of the Census, electronically at <https://harvester.census.gov/facides/Account/Login.aspx>. Assistance can be requested by contacting the FAC via email (note link on website) or by telephone at (866) 306-8779. When applicable, required audit reports must be submitted to the FAC and written notice to the COUNTY of said submission (see Article VII, Section 7.5 (C), of this Agreement) within the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of the SUBRECIPIENT's Fiscal Year End date. In accordance with 2 CFR § 200.512 and the United States Office of Management and Budget's memorandum to the heads of executive departments and agencies, dated March 19, 2020, regarding administrative relief for recipients and applicants of federal financial assistance directly impacted by COVID-19 due to loss of operations, the COUNTY will not consider the corresponding annual audit late if: 1) the SUBRECIPIENT's fiscal year ended on or before June 20, 2020; and 2) the audit was not submitted to the FAC later than six (6) months beyond the normal due date (i.e., subrecipients whose fiscal year ended on or before June 20, 2020, were granted an automatic six month extension beyond their normal audit submission due date).

However, Uniform Guidance 45 CFR § 75.501 regulations apply to SUBRECIPIENT that is a commercial organization. The audit requirements in 45 CFR §§ 75.501(i) and 75.501(j) stipulate that:

- (i) "Recipients and subrecipients that are commercial organizations (including for-profit hospitals) have two options regarding audits:
 - (1) A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with Government Auditing Standards, in those cases where the recipient receives awards under only one HHS program; or, if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or
 - (2) An audit that meets the requirements contained in this subpart.
- (j) Commercial organizations that receive annual HHS awards totaling less than \$750,000 are exempt from requirements for a non-Federal audit for that year, but records must be available for review by appropriate officials of Federal agencies."

In accordance with 48 CFR subpart 31.2, contracts with Commercial Organizations, the cost of said audit referenced above is an allowable cost that may be charged to the grant or cooperative agreement if the cost complies with all of the following requirements:

- (1) Reasonableness.
- (2) Allocability.
- (3) Standards promulgated by the Cost Accounting Standards (CAS) Board, if applicable, otherwise, generally accepted accounting principles and practices appropriate to the circumstances.
- (4) Terms of the contract.
- (5) Any limitations set forth in this subpart.

As noted directly above, a SUBRECIPIENT that expends less than \$750,000 in Federal awards during the SUBRECIPIENT's fiscal year is exempt from this single audit or program-specific audit requirement, except as noted in 45 CFR § 75.503, as may be amended. However, records must be available for review or audit. If the SUBRECIPIENT that expends less than \$750,000 in Federal awards during its fiscal year has an audit completed for another funding source or for another purpose, a copy of that audit must be submitted to the COUNTY. Should the COUNTY require independent review from a SUBRECIPIENT that expends less than \$750,000 in Federal awards, a limited scope agreed-upon-procedure engagement will be paid for and arranged by the COUNTY, in accordance with 45 CFR § 75.425 of the cost principles applicable to non-federal entities.

Pursuant to Section 2-481 of the Miami-Dade County Code, the SUBRECIPIENT 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 SUBRECIPIENT 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.

- 6.3 The SUBRECIPIENT agrees to abide by all of the requirements of the Ending the HIV Epidemic: A Plan for America initiative, where applicable, as may be amended. A summary of the initiative can be found at the following web page: [Ending the HIV Epidemic: A Plan for America | HHS.gov](#).
- 6.4 Where applicable, the SUBRECIPIENT agrees to comply with cost-effectiveness and reasonableness in prescription drug acquisition practices according to 42 CFR part 50, subpart E, and 45 CFR part 75, subpart E, as may be amended, regarding cost principles. If the SUBRECIPIENT 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. Consistent with DHHS guidance, HRSA recipients that purchase, are reimbursed, or provide reimbursement to other entities for prescription drugs are expected to secure the best prices available for such products and to maximize results for the grantee organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. Requirements of the 340B program, including eligibility, can be found at www.hrsa.gov/opa.

- 6.5 SUBRECIPIENT agrees to provide the COUNTY with the SUBRECIPIENT'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 SUBRECIPIENT) 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), are used for a variety of purposes, and are required for government contracting opportunities.

In addition, the SUBRECIPIENT must be registered in the System for Award Management (SAM) (<https://www.sam.gov>); and the SUBRECIPIENT's information in the SAM must be updated at least every 12 months to remain active. Additional information regarding this requirement can be found at the SAM web page under the "Help" tab, or by calling 1-866-606-8220. The SUBRECIPIENT's DUNS number can be obtained from Dun & Bradstreet, on-line at <http://fedgov.dnb.com/webform>. If necessary, a new DUNS number can be requested at <http://fedgov.dnb.com/webform/newReq.do>. The COUNTY must be notified within ten (10) business days of any change in the SUBRECIPIENT's DUNS number. Questions about the DUNS number should be directed to Dun & Bradstreet Customer Service at 1-866-705-5711, or by electronic mail to SAMHelp@dnb.com.

- 6.6 The SUBRECIPIENT agrees that grant 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 people with HIV.
- 6.7 If SUBRECIPIENT provides a service that is available through the State Medicaid Plan [including, but not limited to, the Managed Medical Assistance (MMA) and Long-term Care (LTC) plans], the SUBRECIPIENT must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement. If SUBRECIPIENT received a waiver from this requirement, a copy of the approved waiver must be submitted to the COUNTY.
- 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 solicits or receives (or offers or pays) any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind:
- A. 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 for which payment may be made in whole or in part under a Federal health care program,
- OR
- B. In return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program,

shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000.00 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 (except for a program administered by or providing the services of the Indian Health Services).
- B. Purchase vehicles without written prior approval from HRSA's Division of Grants Management Operations (DGMO).
- C. 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.
- D. 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.
- E. File any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.
- F. Provide alcoholic beverages, especially, but not limited to, its use as an entertainment expense.
- G. Cover entertainment costs such as the cost of amusements, social activities, and related incidental costs.
- H. Provide 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.
- I. Recipients and subrecipients of federal funds are not allowed to use federal funding to lobby federal, state, or local officials or their staff to receive additional funding or influence legislation.

- J. Meal costs are generally unallowable except for the following:
- (1) Subjects and patients under study.
 - (2) Where specifically approved as part of the project or program activity (e.g., in programs providing residential substance abuse treatment services; in programs providing children's services).
 - (3) When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement. However, this would not be a direct service cost.
 - (4) As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
 - (5) 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) Guest meals are not allowable.
- K. Bad debts.
- L. Fundraising.
- M. Invention, patent or licensing costs unless specifically authorized in the Notice of Award.
- N. Promotional items and memorabilia (e.g., pencils, cups, t-shirts, cookbooks, bags), gifts, and souvenirs designed to promote the recipient's (subrecipient's) organization are unallowable as advertising/public relations costs.
- O. As stated in the COUNTY's Ending the HIV Epidemic Notice of Award, dated February 20, 2020, as may be amended, EHE cooperative agreement funds may not be used for the following purposes:
- (1) Cash payment to intended recipients of services.

Notes:

This prohibition includes cash incentives and cash intended as payment for EHE services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the EHE are also allowable as incentives for eligible program participants. Voucher and store gift card programs must be administered in a manner which assures that they cannot be exchanged for cash or used for anything other than the allowable goods or services and that systems are in place to account for disbursed vouchers and store gift cards.

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

- (2) Clinical research.
 - (3) International travel.
 - (4) Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).
 - (5) Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA’s prior approval and in compliance with HHS and HRSA policy.
 - (6) Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore is not eligible for HRSA HAB initiative funded medication.
- P. Where applicable, funds awarded for pharmaceuticals must only be spent to assist clients who have been determined no eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formularies.
- Q. Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle; and any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees.
- R. Furthermore, funding under this Agreement is subject to the General Provisions of Public Law 115-31, as follows:
- (1) Restrictions on Abortions (Section 506):
 - (a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.
 - (b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

- (c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.
- (2) Exceptions to Restriction on Abortions (Section 507):
- (a) The limitations established in the preceding section shall not apply to an abortion – (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
- (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).
- (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).
- (d) None of the grant funds made available herein may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. The term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.
- (3) Ban on Funding of Human Embryo Research (Section 508):
- (a) None of the grant funds made available herein may be used for: 1) the creation of a human embryo or embryos for research purposes; or 2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

- (4) Limitation on Use of Funds for Promotion of Legalization of Controlled Substances (Section 509):
- (a) None of the grant funds made available herein may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.
 - (b) The limitation in subsection (a) above shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- (5) Restriction on Distribution of Sterile Needles (Section 529):
- (a) Notwithstanding any other provision herein, none of the grant funds made available herein shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: Provided, that such limitation does not apply to the use of grant funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.
- However, some aspects of Syringe Services Programs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. See <https://www.aids.gov/federal-resources/policies/syringe-services-programs/>. Any request for related prior approvals under Ryan White Part A or MAI Program funding must first be addressed to the COUNTY.
- (6) Restriction of Pornography on Computer Networks (Section 520):
- (a) None of the grant funds made available herein may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
 - (b) Nothing in subsection (a) above shall limit the use of grant funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- (7) Restrictions on Funding ACORN (Section 521):
- (a) None of the grant funds made available herein may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.”
- (8) Gun Control (Section 210):
- (a) None of the grant funds made available herein may be used, in whole or in part, to advocate or promote gun control.
- (9) Anti-lobbying (Section 503):
- (a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
- (b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- 6.10 The SUBRECIPIENT shall:
- A. Participate in clinical quality improvement projects as well as related quality management trainings, workshops, targeted record reviews, technical assistance meetings, and any other related activities as required by the COUNTY;
 - B. 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 people with HIV, in order to meet the HIV+ client's health care and social service needs throughout the course of their illness;
 - (1) The HIV Care Continuum measures client health outcomes from HIV diagnosis, linkage to care, retention in care, prescription of antiretroviral therapy, to achieving viral suppression.
 - C. Where applicable to the EHE services provided as detailed in Exhibit A, scope of services, of this Agreement, 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 EHE and Ryan White Program-funded subrecipients;
 - D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients, staff, or other care providers. The SUBRECIPIENT'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 SUBRECIPIENT'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 SUBRECIPIENT 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 SUBRECIPIENT; and a reasonable timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SUBRECIPIENT site. Documentation of informal complaints and formal grievances from clients, program staff, or other care providers must be tracked and reported to the COUNTY reported to the COUNTY in the Tri-Annual Progress Reports, referenced in Article VII, Section 7.1 (C) of this Agreement;
- 6.11 If the SUBRECIPIENT is a commercial organization or for-profit organization, it is hereby advised that it has been classified as a subrecipient of a federal subaward under this Agreement. Therefore, with regards to property and procurement, due to the nature of the services provided under this Agreement, the SUBRECIPIENT will adhere to the guidelines set forth in 45 CFR part 75, as may be amended, as applicable to subrecipients who are non-federal entities. For the purchase of equipment under this Agreement, the guidelines under Property Standards and Procurement Standards in 45 CFR § 75.316 and 45 CFR § 75.335 of the OMB Uniform Guidance, respectively, will apply to the SUBRECIPIENT.

For disposition of equipment, the SUBRECIPIENT will follow the guidelines set forth in 45 CFR § 75.320, titled "Equipment". Supporting documentation must be retained to demonstrate that the equipment's fair market value is less than \$5,000 at the time of disposition. To meet this requirement, the COUNTY will accept market research of no less than three (3) different vendors indicating the current fair market value of the same brand and model (or similar equipment). This documentation must be available for review during a monitoring site visit.

- 6.12 SUBRECIPIENT shall not make direct cash payments to intended recipients (clients) of core medical or support services. This prohibition includes cash incentives and cash intended as payment for Ryan White Program services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity must be used. As applicable to services funded under this Agreement, store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the Ryan White Program are also allowable as incentives for eligible program participants. Where applicable, SUBRECIPIENT will administer voucher and store gift card programs in a manner which assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable. See Article II, Section 2.1 (PP) and Article VI, Section 6.9 P (1) of this Agreement for related information.
- 6.13 The SUBRECIPIENT 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 EHE initiative or 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 In Network Referral or Out of Network (OON) Referral] to the local Ryan White Part A or MAI Program; or
 - D. The client's utilization of other services offered by the SUBRECIPIENT, except for certain medical specialty care services which may require a second medical opinion from a physician affiliated with the SUBRECIPIENT, subject to the availability of grant funds and budgetary limitations.
- 6.14 Service provision shall be based on the following:
- A. The SUBRECIPIENT agrees that client eligibility for services under this Agreement shall be determined on the basis of the confirmatory medical status of the person

with HIV, as documented by records referenced in Article VII, Section 7.1, of this Agreement.

6.15 The SUBRECIPIENT shall:

- A. Assume the financial risk for providing services to individuals who do not have documentation of a confirmatory HIV+ test result;
- 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, determined, or utilized;
- C. Provide services in a setting that is accessible to EHE program-eligible people with HIV;
- D. Conduct general outreach (recruitment) to locate EHE program-eligible individuals living with HIV disease who are not receiving outpatient medical care or treatment in order to inform such individuals of available services at the SUBRECIPIENT's location and in the community; such general outreach or recruitment is not related to targeted Part A or MAI-funded Outreach Services;
- E. Demonstrate and document compliance, to the extent possible and as applicable to the EHE scope of services as detailed in Exhibit A of this Agreement, with the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. These HAB measures, where applicable, include: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The SUBRECIPIENT shall also provide services in compliance with the National Culturally and Linguistically Appropriate Standards (CLAS Standards); 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 Ryan White Program Minimum Primary Medical Care Standards; as well as any related Clinical Performance Measures that may be disseminated during the contract year;
- F. Coordinate EHE service delivery efforts with other Ryan White Program (Part A and MAI) and non-Ryan White Program subrecipients or service providers;
- G. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training; and
- H. Maintain sufficient and legible 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 (if applicable), and any other special documentation required under an individual service category, as may be amended. Where appropriate, SUBRECIPIENT's 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 as a complete 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 and legible supporting documentation may result in payments being denied, disallowed, or fiscal repayment to the EHE Program.

- 6.16 If the SUBRECIPIENT does not 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 6.17 immediately below do not apply.
- 6.17 If the SUBRECIPIENT charges for services and provides services that are reimbursable through Medicaid and/or other insurance, then the SUBRECIPIENT **must use** a sliding fee scale for clients receiving these services through EHE cooperative agreement 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 a gross household income less than or equal to 100% of the FPL guidelines in use for the corresponding grant fiscal year will not pay a fee for the provision of services. Clients with a gross household income greater than 100% of the corresponding FPL guidelines may pay a fee for the provision of services (even if the fee is only \$1.00) and, if so, will be charged according to a sliding fee scale. The SUBRECIPIENT 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:

<u>Individual/Family Annual Gross Income</u>	<u>Total Allowable Annual Charges</u>
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 household income
201% to 300% of the Federal Poverty Level guidelines	7% or less of annual gross household income
301% to 400% of the Federal Poverty Level guidelines	10% or less of annual gross household 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.

Article VII
Reporting, Record-keeping, and Evaluation Studies

7.1 The SUBRECIPIENT shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SUBRECIPIENT 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 SUBRECIPIENT 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.

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 at least one (1) 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, as may be amended); or a certified referral form. The Project AIDS Care (PAC) Waiver Notification of Level of Care (Form 603) is no longer accepted as proof of a client's HIV+ status. For clients who have a Medicaid HIV Specialty Plan only, a copy of the client's current and valid Clear Health Alliance (CHA) Medicaid card will be an acceptable form of documentation to support the client's HIV+ status. Very limited EHE services within thirty (30) calendar days may be provided to newly diagnosed clients with a preliminary HIV+ test result for the purpose of timely engagement in care. **However, aside from this limited exception, on-going EHE or 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 most current, local Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

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

Client-level (intake) information that is entered in the Ryan White Program Management Information System (RW-MIS), 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, 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.

Subrecipients funded for Ryan White Part A or MAI-funded Medical Case Management services must also utilize the RW-MIS to enter service utilization data or progress notes in a timely manner. Payment for EHE services where service utilization data or progress notes are entered more than five (5) days, excluding holidays and weekends, after the actual date of service may be denied, at the discretion of the COUNTY.

Handwritten notes in the client chart must be legible in order to be considered sufficient documentation to support client eligibility, service utilization, and billing.

- (3) **Involuntary Disenrollment of Clients.** SUBRECIPIENT must establish and follow internal policies and procedures that specifically address when termination or dismissal of a client from the agency itself, the EHE cooperative agreement services or Ryan White Program is warranted under local, State, and Federal laws. In support of the SUBRECIPIENT's internal policies and procedures related to client rights and responsibilities, this Agreement allows for a client to be involuntarily disenrolled (dismissed) from the local EHE cooperative agreement services or Ryan White Program, or from a specific subrecipient agency, for the following reasons:
- (a) Fraudulent use of program assistance;
 - (b) Falsification of documents or purposeful omissions of information required to confirm program eligibility for services;
 - (c) Persistent noncompliance with the client's plan of care; or
 - (d) Disruptive, unruly, abusive, or uncooperative behavior to the extent that continued enrollment seriously impairs the SUBRECIPIENT's ability to furnish services to either the client or other clients. Such behavior includes, but is not limited to, threats or acts of violence, verbal abuse and harassment, criminal activity, and destruction or theft of property.

This disenrollment provision **does not apply** to clients with medical or mental health diagnoses if the client's behavior is attributable to such diagnoses.

An involuntary disenrollment **must be documented** in the client record/chart. This documentation must clearly indicate: 1) that the client received at least one (1) verbal **and** one (1) written warning of the full implications of their actions; 2) that SUBRECIPIENT's staff attempted to educate the client regarding their rights and responsibilities; 3) that SUBRECIPIENT's staff offered assistance that would enable the client to comply with the organization's rules of conduct; and 4) that appropriate staff determined the client's behavior is not attributable to the client's medical or mental health condition.

If involuntary disenrollment is warranted and appropriate after completing the four (4) aforementioned steps, SUBRECIPIENT's staff must attempt to connect the client to another service provider agency to ensure continuity of care. Depending on the circumstances, the SUBRECIPIENT is expected to make every effort to connect the client to another agency to ensure continued access to HIV medical care.

In all cases of involuntary disenrollment/dismissal of a program client, the County's EHE Coordinator or Ryan White Program Administrator must be notified of such via a telephone call to 305-375-4742; then the COUNTY will provide further instructions.

The COUNTY will work with the SUBRECIPIENT to determine if the circumstances are a result of the client's disability, and if so, will ensure that any resolution to the case does not violate the Americans with Disabilities Act's (ADA) reasonable accommodations requirement. In such cases, the SUBRECIPIENT will be required to demonstrate its attempts to provide the client with reasonable accommodations.

- (8) In accordance with HRSA Policy Notice No. 16-01 <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>, Ryan White HIV/AIDS Program recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive Ryan White HIV/AIDS Program services. Ryan White HIV/AIDS Program recipients and subrecipients may not cite "payer of last resort" language to compel HIV-infected veterans to obtain services from the Veterans Administration health care system or refuse to provide services. Ryan White HIV/AIDS Program recipients and subrecipients may refer eligible veterans to the Veterans Administration for services, when appropriate and available. However, Ryan White HIV/AIDS recipients and subrecipients may not require eligible veterans to access medical or supportive services in the Veterans Administration health care system nor deny them access to health care and support services funded by the Ryan White HIV/AIDS Program.

- B. The SUBRECIPIENT 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 EHE-funded services, where applicable, in accordance with the provisions of corresponding Federal OMB Uniform Guidance requirements, the EHE cooperative agreement scope of services detailed in Exhibit A of this Agreement, and the Ryan White HIV/AIDS Treatment Extension Act of 2009, where applicable, as may be amended. These monthly reports shall include:

- (1) Computer Identification System (CIS) number (unique client identification number),
- (2) date of service,

- (3) user identification code for provider of service,
- (4) type of service (billing code),
- (5) units of service, and
- (6) total amount charged for the service.

However, if SUBRECIPIENT requested and was approved to receive “pay in advance”, SUBRECIPIENT will follow contractual requirements for “pay in advance.”

- C. Based on client-level and service utilization data entered in the RW-MIS, the SUBRECIPIENT shall submit Tri-annual Progress Reports, a qualitative report based on billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at dates to be determined by the COUNTY. These reports 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 National CLAS Standards. A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT will also be included as part of the Tri-annual Progress Reports. As a component of this report, the SUBRECIPIENT 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 included herewith in Exhibit A as part of the Scope of Service(s).

The SUBRECIPIENT will also submit annually a signed assurance to accompany the third and final of the Tri-annual Progress Reports, in a format provided by the COUNTY for this reporting requirement. This assurance form shall be initialed and signed by the SUBRECIPIENT’s Board President and its Chief Executive Officer, and properly notarized or stamped with a corporate seal. This assurance will indicate that EHE cooperative agreement grant funds were used in accordance with Exhibit A, scope of services, of this Agreement, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

- D. The SUBRECIPIENT, 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 EHE and Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding, as may be amended. Additionally, the SUBRECIPIENT shall comply with HRSA’s Client Level Data (CLD) requirements. The COUNTY shall notify all subrecipients at the earliest opportunity of any additional requirements related to the CLD (including, but not limited to, changes that may be necessary as a result of Eligible Scope reporting requirements). The COUNTY will notify SUBRECIPIENT by January 31st of each fiscal year, of the reporting instructions and deadlines for the RSR.

- E. The SUBRECIPIENT shall submit to the COUNTY a Final Line Item Expenditure Report (FLIER), separate for each funded service category, itemizing all EHE cooperative agreement funding, where applicable, other shared costs received,

and actual expenditures incurred during the contract period associated with this Agreement. The FLIER must reflect the actual expenses for approved line items that EHE cooperative agreement grant funds reimbursed by the COUNTY's EHE initiative were actually applied to. This FLIER must also reflect all changes made to the SUBRECIPIENT's EHE award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding cooperative agreement grant Fiscal Year. If the actual expenditure differs from the projected budget amount by greater or less than 15% or \$50,000.00, whichever is lower, the SUBRECIPIENT must include a brief explanation of the reason(s) for the difference on the FLIER. Overpayments to the SUBRECIPIENT that are identified as a result of the SUBRECIPIENT's reconciliation of budgeted costs versus actual expenditures in the FLIER, in relation to the amount reimbursed by the COUNTY by service category will require repayment to the COUNTY. Any required repayments must be made by check payable to "Miami-Dade County", and must be included with the FLIER and submitted to the COUNTY by the reporting deadline. The FLIER for each funded service category must be submitted no later than close of business on Friday, April 29, 2022. **No extensions will be granted. No exceptions.** This FLIER must be consistent with the applicable regulations (45 CFR part 75), as may be amended.

SUBRECIPIENT will submit an annual certification signed by both the SUBRECIPIENT's fiscal officer and official contact person under this Agreement, to accompany the FLIER. Such certification will indicate that 1) each budget submitted for this report is true, complete and accurate; 2) the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award and corresponding Agreement; 3) awareness that any false, fictitious, or fraudulent information, or omission of any material fact, may subject the certifiers to criminal, civil or administrative penalties under U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 4) budgeted costs and actual expenditures for the cooperative agreement grant budget period have been determined allowable in accordance with 45 CFR part 75; 5) all reported amounts have appropriate and sufficient backup documentation on file at the organization for a period of five (5) years following the date of report submission; and 6) all report budget forms have been reviewed and are free of mathematical errors.

- F. The SUBRECIPIENT 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 Management Information System (RW-MIS), which is reported separately to the COUNTY by contracted managers of the SDIS. Additional federal reporting is required for equipment purchases with an acquisition cost of \$5,000.00 or more, as further defined in Section 7.1 F (5), directly below. All nonexpendable property purchased with Federal EHE cooperative agreement grant funds from this and previous Agreements with the COUNTY shall be inventoried annually by the SUBRECIPIENT. An inventory report shall be submitted to the COUNTY, on a format to be provided by the COUNTY.

- (1) The SUBRECIPIENT'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 EHE cooperative agreement grant funds under this Agreement shall vest in the COUNTY.
 - (3) The SUBRECIPIENT must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal EHE cooperative agreement grant funds under this Agreement. The SUBRECIPIENT 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 EHE cooperative agreement grant funds under this Agreement should be American-made, to the greatest extent practicable.
 - (5) For COUNTY-approved equipment purchases with an acquisition cost of \$5,000.00 or more per unit acquired by the SUBRECIPIENT using grant award grant funds only, the SUBRECIPIENT must submit the federal Tangible Personal Property Report (SF-428) form and any related forms to the COUNTY, who will submit this report per Federal guidelines. When applicable, the Tangible Personal Property Report must be submitted within 90 days after the project period ends.
- G. **Proof of Tax Status.** If applicable, the SUBRECIPIENT 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 SUBRECIPIENT's fiscal year end; and (d) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) calendar days after the quarter ends and if the form 941 reflects a tax liability, proof of payment

must be submitted within forty-five (45) calendar days after the quarter ends. SUBRECIPIENT shall notify the COUNTY of any changes to SUBRECIPIENT's tax-exempt status within ten (10) business days of such change.

- H. The SUBRECIPIENT shall utilize standard processes and forms developed by the COUNTY to deliver, document, coordinate and report services provided under this Agreement. The SUBRECIPIENT shall begin to utilize such standard tools immediately upon implementation by the COUNTY.
 - I. The SUBRECIPIENT 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 SUBRECIPIENT agrees to participate in evaluation studies, clinical quality management activities, Performance Improvement Plan activities, Integrated Plan activities, Ending the HIV Epidemic 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 to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SUBRECIPIENT shall:
- A. Permit right of access of authorized staff involved in such efforts to SUBRECIPIENT'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 Computer Identification System (CIS) number, the name of the SUBRECIPIENT, 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 Subrecipient Forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support subrecipients; and
 - D. Participate in record review exit interviews, and assist funded subrecipients in addressing recommended improvements or corrective actions.
- 7.3 The SUBRECIPIENT agrees to participate in the Ryan White Program Management Information System (RW-MIS). 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 RW-MIS, on behalf of the COUNTY, to the SUBRECIPIENT'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 RW-MIS Data Entry Procedures form included under Exhibit A of this Agreement. In addition, the SUBRECIPIENT 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 RW-MIS as required by the COUNTY; including, but not limited to, medical case management providers utilizing the RW-MIS to record client registration and intake information, comprehensive health assessments, financial assessments, referrals, and progress notes; and all subrecipients utilizing the RW-MIS to record client level information, required demographics, and service utilization data;
- D. The submission of an electronic request through the RW-MIS to the COUNTY) for any additional staff (system user) needed to access the RW-MIS. Requests for additional staff to gain access to the RW-MIS must be submitted to the COUNTY through the RW-MIS 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 RW-MIS that exceed three (3) months from the first date the staff person provided services to EHE-eligible clients may be denied, at the discretion of the COUNTY.

Requests for equipment or telecommunication lines must be submitted in writing to the COUNTY. 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 RW-MIS, as well as a description of their responsibilities and their start date under this Agreement;

- E. Participation of appropriate SUBRECIPIENT staff persons in on-going RW-MIS technical assistance and training workshops, and user support groups; and
 - F. Requests to remove SUBRECIPIENT's staff from the RW-MIS User Access will be made by the SUBRECIPIENT, in a timely manner, not to exceed thirty (30) calendar days from the effective date of removal. Such requests will be made electronically through the RW-MIS. Requests exceeding thirty (30) calendar days may have the start date adjusted or may be denied, at the discretion of the COUNTY.
- 7.4 The SUBRECIPIENT 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 SUBRECIPIENT shall:
- A. Maintain appropriate systems, in addition to the local Ryan White Program Management Information System (RW-MIS), 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 SUBRECIPIENT 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, or Federal law requires a shorter retention period;
- C. When applicable, submit the annual certified public accountant's audit including all related financial statements made in accordance with applicable Uniform Guidance, 45 CFR part 75, subpart E related to contract cost principles and procedures, and subpart F related to audit requirements, as may be amended, to the Federal Audit Clearinghouse (FAC) (<https://harvester.census.gov/facweb/>). In addition, SUBRECIPIENT must send a written notification by electronic mail, U.S. mail, or hand-delivered to the COUNTY once the audit has been submitted to the Federal Audit Clearinghouse notifying the COUNTY that the audit has been completed and submitted to the FAC; or submit a complete electronic copy of the audit to the COUNTY.

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 certified auditors. In accordance with 45 CFR § 75.512, as may be amended, the reporting package must include financial statements and schedule of expenditures of Federal awards in accordance with 45 CFR § 75.510 (a) and (b); a summary schedule of current and prior year audit findings per 45 CFR § 75.511 (b); the auditor's report in accordance with 45 CFR § 75.515; and a corrective action plan in accordance with 45 CFR § 75.511(c). Non-Federal entities that expend less than \$750,000.00 per fiscal year in awards from all Federal sources are exempt from the requirements of Uniform Guidance 45 CFR part 75 Subpart F for that year, except as noted in 45 CFR § 75.503.

The notification of submission to the Federal Audit Clearinghouse, or 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 SUBRECIPIENT's fiscal year end, unless the COUNTY agrees in writing to a written request for an extension from the SUBRECIPIENT's independent auditor indicating the proposed completion date.

If the SUBRECIPIENT expends less than \$750,000.00 in federal awards during its fiscal year, but has an audit completed for another funding source or for another purpose, the SUBRECIPIENT must submit a copy of the audit report to the COUNTY within thirty (30) calendar days after completion of said audit report.

If the SUBRECIPIENT is a commercial organization or for-profit organization, furnish a complete hardcopy of the audit report and all related financial statements made in accordance with applicable guidance in 45 CFR §§ 75.501(i) and 75.501(j) to 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 SUBRECIPIENT's fiscal year end, unless the COUNTY agrees in writing to a written request for an extension from the SUBRECIPIENT's independent auditor indicating the proposed completion date.

Audit-related communication under this Agreement must be sent to the following person at the COUNTY:

Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Carla Valle-Schwenk, Ryan White Program Administrator
Email: Carla.ValleSchwenk@miamidade.gov

If the due date falls on a weekend or Federal holiday, the audit reporting package shall be due the next business day.

- D. Include record-keeping and reporting requirements in all subcontracts consented to by the COUNTY 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 Work (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 SUBRECIPIENT's approved contract budget(s) for the provision of HIV-related services under the EHE cooperative agreement grant, 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 people with HIV be reduced or should the SUBRECIPIENT 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 SUBRECIPIENT before the COUNTY's execution of this Agreement shall be at the SUBRECIPIENT'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:

[ONLY INCLUDE THE ACTUAL SERVICE CATEGORIES FUNDED UNDER THE CORRESPONDING RFP IN THE TABLE BELOW; KEEP APPROPRIATE SERVICE CATEGORY(S) LISTED IN ALPHABETICAL ORDER, ADD AMOUNT(S); THEN DELETE THIS LINE AND EXTRA SPACES/RETURNS]

<u>Service Category</u>	<u>Amount</u>
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For HealthTec services:

For Quick Connect services:

- 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 SUBRECIPIENT or a guarantee of a specific amount payable by the COUNTY.
- 8.3 The SUBRECIPIENT'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 County Mayor's designee to administer the cooperative agreement grant finds that:
- A. The SUBRECIPIENT fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or
 - B. There were any significant deviations from the approved corresponding Scope of Services (Exhibit A) indicating that the SUBRECIPIENT is not spending at a rate that would absorb its full allocation, per category of service, within the contract period.
- 8.4 In the event the COUNTY determines that a reduction in the SUBRECIPIENT's budget(s) is necessary, the COUNTY shall notify the SUBRECIPIENT in writing within thirty (30) calendar days of said reduction decision.

Article IX

Project Budget and Method of Payment

- 9.1 The SUBRECIPIENT agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. The non-Federal entity may elect "pay in advance" in accordance with 45 CFR 75.305 of the Uniform Guidance if it has submitted documentation to support its ability to comply with the Federal requirements for advance payment and is subsequently approved by the COUNTY. The SUBRECIPIENT is required to use the County-approved "Request for Payment Form" provided by the COUNTY and to submit such form to the County during the term of this Agreement. Failure to submit monthly reimbursement request(s) and the summary of monthly activities performed 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 SUBRECIPIENT in non-compliance with this Article, unless the COUNTY has granted the SUBRECIPIENT an extension in writing. Or in the case of "pay in advance", monthly requests must be received by the 20th on the month preceding the month of service along with the prior month's actual expenditure amount. 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 SUBRECIPIENT 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. 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 SUBRECIPIENT 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 SUBRECIPIENT as condition precedent to resumption of payments and shall specify a reasonable date for compliance.
- B. For non-governmental SUBRECIPIENTS, 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 11.2 of this Agreement.
- C. The contract close-out invoice along with any outstanding reports shall be submitted no later than thirty (30) calendar days following the end of this Agreement's contract period. If the SUBRECIPIENT fails to comply, all rights to related payment will be forfeited. **No extensions will be granted. No exceptions.**

9.2 At the option of the COUNTY, reimbursement shall be consistent with the SUBRECIPIENT's approved Service Budget documents [line item budget(s) and narrative budget justification(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 SUBRECIPIENT's time sheets and payroll records;

In accordance with the applicable Uniform Guidance and 48 CFR § 31.2, as applicable and as may be amended, 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 SUBRECIPIENT 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 SUBRECIPIENT 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 program-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 cooperative agreement grant funds disbursed to the SUBRECIPIENT to which the SUBRECIPIENT was not entitled, or for which SUBRECIPIENT's supporting documentation could not be found or was found to be incomplete or illegible. Upon written notice to the SUBRECIPIENT, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SUBRECIPIENT. Upon withholding or seeking reimbursement from the SUBRECIPIENT, the COUNTY has the right to retain said grant funds. Notice shall be provided by the COUNTY to the SUBRECIPIENT in a timely manner, not to exceed thirty (30) calendar days from the date the COUNTY is informed by the SUBRECIPIENT 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 SUBRECIPIENT was not entitled to any or all grant funds claimed under this or any current or prior Agreement between the SUBRECIPIENT and the COUNTY. Notwithstanding the COUNTY's rights as described herein, the COUNTY shall communicate and work with the SUBRECIPIENT 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 SUBRECIPIENT's actual expenditures may not deviate more than 25% 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 to the budget or Final Line Item Expenditure Report 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 term identified in Article XIII, Section 13.1 of this Agreement. 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 SUBRECIPIENT.
- 9.6 The SUBRECIPIENT agrees to send all contract documents, budget packets, 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, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director
Email: Daniel.Wall@miamidade.gov

- 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 (OMB-GC) via email or facsimile (305-375-4454) if prior arrangements are made by the SUBRECIPIENT and COUNTY.
- 9.8 The COUNTY agrees to review invoices and to inform the SUBRECIPIENT 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 SUBRECIPIENT, or if approved, via Automated Clearing House (ACH) Direct Deposit (electronic transfer) by the COUNTY's Finance Department.
- 9.9 The SUBRECIPIENT 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.
- 9.10 Upon receipt and review of a proper invoice submitted by SUBRECIPIENT, the COUNTY shall reimburse SUBRECIPIENT in a timely manner as prescribed herein. In accordance with Sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper invoice, the COUNTY shall reimburse SUBRECIPIENT within forty-five (45) calendar days. In accordance with Section 2-8.1.4 of the Code of Miami-Dade County, known as the Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the COUNTY shall reimburse SUBRECIPIENT within forty-five (45) calendar days; or within thirty (30) calendar days if SUBRECIPIENT is a small business, a minority business, or a women business enterprise. Failure of the COUNTY to adhere to the Prompt Payment requirements described herein shall render the COUNTY subject to paying interest on the amount due to the SUBRECIPIENT. SUBRECIPIENT shall also pay its subcontractor(s) as authorized under this agreement in a timely manner as indicated in the corresponding subcontract. In addition to the County's Sherman Winn Prompt Payment Ordinance and Administrative Order 3-19, the COUNTY will also adhere to 45 CFR § 75.305(b)(3), where applicable, for purposes of reimbursement. Accordingly, subject to the requirements of 45 CFR § 75.305(b)(3), the COUNTY will make payments to the SUBRECIPIENT within thirty (30) calendar days after receipt of the billing, unless the COUNTY reasonably believes the request to be improper.
- 9.11 The SUBRECIPIENT may submit a request for COUNTY approval of or decline an advance payment in accordance with the Uniform Guidance, 45 CFR § 75.305 and COUNTY requirements.

Article X
Representations and Warranties

10.1 The SUBRECIPIENT represents and warrants to the COUNTY as follows:

- A. **Organization.** The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT. 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 SUBRECIPIENT or any of its officers.
- C. **Solicitation of this Agreement.** The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT.**

- A. **Non-Governmental SUBRECIPIENT Indemnification.** The SUBRECIPIENT 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 SUBRECIPIENT or its employees, agents, servants, partners, principals, or subcontractors. The SUBRECIPIENT 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 SUBRECIPIENT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the SUBRECIPIENT 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 SUBRECIPIENT Indemnification.** The SUBRECIPIENT 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 SUBRECIPIENT or the SUBRECIPIENT's officers, employees, agents, servants, partners, principals or subcontractors. The SUBRECIPIENT 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 SUBRECIPIENT 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 \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SUBRECIPIENT arising out of the same incident or occurrence, exceed the sum of \$300,000.00 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 SUBRECIPIENT or the SUBRECIPIENT'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 Subrecipients.** The parties hereto acknowledge that the SUBRECIPIENT is a self-insured governmental entity subject to the limitations of Section 768.28 and Chapter 440, Florida Statutes. The SUBRECIPIENT 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 and Chapter 440, Florida Statutes.
- 11.3 **Insurance Requirements for Non-Governmental Subrecipients.** Notwithstanding the insurance requirements set forth herein, Article XI, Section 11.2 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 SUBRECIPIENT shall submit to Miami-Dade County, c/o Office of Management and Budget-Grants Coordination (OMB)/Ryan White Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, original Certificate(s) of Insurance, signed by the insurance agent, 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" and must read exactly as presented below:**

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128-1974

- B. Workers' Compensation Insurance for all employees of the SUBRECIPIENT as required by Florida Statutes, Chapter 440.
- C. Commercial General Liability Insurance in an amount not less than \$300,000.00 per occurrence, and \$600,000.00 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

***NOTE:** For Health Care, Human and Social Service organizations providing care and other services to vulnerable clients, such as children, elderly adults and those with intellectual and developmental difficulties the above listed letter C. insurance requirement is to be replaced with the following:

- 1. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Policy must be endorsed to include Abuse and Molestation coverage. 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 \$300,000.00* combined single limit per occurrence for bodily injury and property damage.

***NOTE:** For SUBRECIPIENTS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$1,000,000.00.

- E. ***NOTE:** For Physicians, any licensed health care professional and/or licensed professionals offering medical, support or professional services directly to clients and regularly giving advice, Professional Liability Insurance is required as listed below:

Professional Liability Insurance in the name of the SUBRECIPIENT, in an amount not less than \$250,000.00.

- 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 the latest edition of 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 SUBRECIPIENT is a Federally Qualified Health Center, then the SUBRECIPIENT 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 42 USC part 6 and the FTCA.
- H. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT 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 SUBRECIPIENT's original insurance policies at any time during the term of this Agreement.
- J. **Failure to Provide and Maintain Certificates of Insurance and Proof of Medical Malpractice Coverage, where applicable.** The SUBRECIPIENT 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 or have been canceled during the effective term, the SUBRECIPIENT 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 or canceled Certificates of Insurance and proof of medical malpractice coverage, where applicable, are not replaced or renewed to cover the contract period, 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. If such suspension exceeds thirty (30) calendar days, the COUNTY may, at its sole discretion, terminate this Agreement for cause and the SUBRECIPIENT shall be responsible for all direct and indirect costs associated with such termination.

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 SUBRECIPIENT shall be employed by the SUBRECIPIENT unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall promptly bring such information to the attention of the COUNTY's Program Director. SUBRECIPIENT shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT, 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 SUBRECIPIENT, 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 SUBRECIPIENT's employee(s) or service program.
- 12.4 SUBRECIPIENT and COUNTY staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and Section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

Article XIII **Term of Agreement**

- 13.1 **Effective Term.** The SUBRECIPIENT's award is part of a multi-year cooperative agreement between the COUNTY and DHHS with a period of performance ending February 28, 2025. Notwithstanding this allowable period of performance, the initial effective term of this Agreement shall commence on August 2, 2021 and terminate at the close of business on February 28, 2022.

This initial 7-month period includes up to three, one-year options to renew through the end of the period of performance on February 28, 2025, at the County's sole discretion, based on contract performance, continued appropriations by Congress, and availability of adequate funds. The options to renew would be for 12-month budget periods beginning in March and ending in February of each subsequent cooperative agreement grant fiscal year of the options to renew. Additionally, the SUBRECIPIENT shall submit a revised Scope of Services (Exhibit A) and Budget (Exhibit B) to the COUNTY for each 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 SUBRECIPIENT to agree to said renewal of this Agreement, does not constitute a breach of this Agreement. However, if the SUBRECIPIENT does not agree to renew this Agreement, the SUBRECIPIENT shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal 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.

Article XIV
Suspension, Debarment and Termination

14.1 Suspension.

The COUNTY may, for reasonable cause, temporarily suspend the SUBRECIPIENT's operations and authority to obligate grant funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT 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 grant funds provided hereunder by the SUBRECIPIENT;
- B. Failure by the SUBRECIPIENT to materially comply with any terms, conditions, insurance requirements, representations, or warranties contained herein;
- C. Failure by the SUBRECIPIENT to submit any documents required under this Agreement;
- D. The SUBRECIPIENT's submittal of incorrect, incomplete, or illegible documents;
or
- E. Non-compliance with advance payment requirements in accordance with the Uniform Guidance, 45 CFR § 75.305. Such non-compliance may result in payment suspension and/or suspension of advance payments to SUBRECIPIENT; at which time, payments will default to reimbursements.

14.2 Debarment.

- A. Pursuant to Executive Orders 12549 (3 CFR § 1986 Comp., p. 189) and 12689 (3 CFR § 1989 Comp., p. 235), "Debarment and Suspension," a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The SUBRECIPIENT, with an award in excess of \$100,000.00, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement. The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 grant 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 SUBRECIPIENT's request for termination for convenience on a case-by-case basis, and shall not unreasonably deny said request as long as the SUBRECIPIENT has satisfactorily demonstrated to the COUNTY that such termination for convenience would not impair or hinder service delivery to the SUBRECIPIENT's clients.

If the SUBRECIPIENT decides or agrees to terminate this Agreement, appropriate arrangements (i.e., referrals to other SUBRECIPIENTS or funding streams) must be made to ensure minimal interruption of treatment provided to service recipients (i.e., clients) enrolled in the program(s) funded herein. The SUBRECIPIENT 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 cooperative agreement grant 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 SUBRECIPIENT. 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 grant 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 SUBRECIPIENT 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 SUBRECIPIENT ineffectively or improperly uses the grant funds allocated under this Agreement;
 - (2) The SUBRECIPIENT does not furnish the Certificates of Insurance required by Article XI, Section 11.3, of this Agreement, if applicable, or the insurance expires or is canceled, or as otherwise determined by the COUNTY's Internal Services Department, Risk Management Division;
 - (3) The SUBRECIPIENT does not submit or submits incomplete or incorrect required reports;
 - (4) The SUBRECIPIENT 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 SUBRECIPIENT's programs funded under this Agreement;
 - (5) The SUBRECIPIENT discriminates under any of the laws outlined in this Agreement;
 - (6) The SUBRECIPIENT, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the related Code of Miami-Dade County;
 - (7) The SUBRECIPIENT falsifies or violates the provisions of the Drug Free Workplace Affidavit;
 - (8) The SUBRECIPIENT attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
 - (9) The SUBRECIPIENT fails to correct deficiencies found during a monitoring visit, evaluation, desk audit, or record review within the specified time;
 - (10) The SUBRECIPIENT 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 SUBRECIPIENT 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 Subcontractor/Supplier Affidavit, if applicable (Exhibit C, Attachments C.1 and C.2, 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);

- (12) The SUBRECIPIENT fails to fulfill in a timely and proper manner any and all of its material obligations, covenants, agreements, and stipulations in this Agreement; or
- (13) The SUBRECIPIENT fails to adhere to the tracking and reporting requirements for advance payments in accordance with the Uniform Guidance, 45 CFR § 75.305.

The SUBRECIPIENT shall be given written notice of the claimed breach and ten (10) business days to cure same. Unless the SUBRECIPIENT's breach is waived by the COUNTY in writing, or unless the SUBRECIPIENT 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 SUBRECIPIENT, terminate this Agreement upon no less than thirty (30) calendar days. Said notice shall be sent by certified mail with 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 SUBRECIPIENT 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 SUBRECIPIENT, and the COUNTY may withhold any payments due to the SUBRECIPIENT until such time as the exact amount of damages due to the COUNTY from the SUBRECIPIENT is determined and properly settled. Additionally, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any grant funds disbursed to the SUBRECIPIENT to which the SUBRECIPIENT was not entitled. The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT or the COUNTY. This Transitional Plan shall include, but is not limited to, steps the SUBRECIPIENT 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 an alternate COUNTY-approved subrecipient organization. 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 SUBRECIPIENT. 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 SUBRECIPIENT has not delivered Services or Deliverables in a timely manner;
 - B. the SUBRECIPIENT has refused or failed, except in case for which a written notice of an extension of time is provided, to supply enough properly skilled Staff/Personnel;
 - C. the SUBRECIPIENT has failed to make prompt payment to subcontractors or suppliers for any Services;
 - D. the SUBRECIPIENT has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SUBRECIPIENT's creditors, or the SUBRECIPIENT has taken advantage of any insolvency statute or debtor/creditor law or if the SUBRECIPIENT's affairs have been put in the hands of a receiver;
 - E. the SUBRECIPIENT has failed to obtain the approval of the COUNTY where required by this Agreement;
 - F. the SUBRECIPIENT has failed to provide "adequate assurances" as required under Section 15.2 below;
 - G. the SUBRECIPIENT has failed in the representation of any warranties stated herein;
 - H. the SUBRECIPIENT has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and in Article II, Section 2.1 (QQ) of this Agreement;
 - I. the SUBRECIPIENT has failed to comply with any other requirements set forth in this Agreement; or
 - J. the SUBRECIPIENT or its staff are indebted to the United States, and has a judgment lien filed against them for a debt to the United States. In such cases the organization or individual is ineligible to receive a federal grant. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, guaranteed and direct student loans, benefits that were overpaid, etc.). If an organization or individual is delinquent on federal debt, they should submit an explanation to the COUNTY that includes proof that satisfactory arrangements have been made with the Agency to which the debt is owed.
- 15.2 When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the SUBRECIPIENT's ability to perform the Services or any portion thereof, the COUNTY may request that the SUBRECIPIENT, within the time frame set forth in the

COUNTY's request, provide adequate assurances to the COUNTY, in writing, of the SUBRECIPIENT'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 SUBRECIPIENT for portions of the services which the SUBRECIPIENT has not performed. In the event that the SUBRECIPIENT 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; or
- 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 SUBRECIPIENT 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 SUBRECIPIENT ("Default Notice"), specifying the basis for such default, and advising the SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 procurement of Services, including procurement and administrative costs; or

- C. such other direct damages.
- 17.2 The SUBRECIPIENT shall also remain liable for any liabilities and claims related to the SUBRECIPIENT'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.
- 17.4 Additional remedies for noncompliance are available through 45 CFR §75.207 if a non-Federal entity fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the HHS awarding agency or pass-through entity may impose additional conditions, as described in 45 CFR §75.207. If the HHS awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the HHS awarding agency or pass-through entity may take one or more of the actions, as identified in 45 CFR §75.207, and as appropriate in the circumstances.

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 SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT, 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 SUBRECIPIENT in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the SUBRECIPIENT 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 SUBRECIPIENT. 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 \$1,000.00; (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 [including cooperative agreements];** 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 SUBRECIPIENT 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 SUBRECIPIENT, 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 SUBRECIPIENT from the Inspector General or IPSIG retained by the Inspector General, the SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT'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, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D.C. 20201; Email: Htips@os.dhhs.gov or 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, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director
Electronic mail: Daniel.Wall@miamidade.gov

If to the SUBRECIPIENT:

[ENTER FULL NAME OF SUBRECIPIENT'S OFFICIAL CONTACT PERSON]
[ENTER TITLE OF SUBRECIPIENT'S OFFICIAL CONTACT PERSON]
[ENTER FULL LEGAL NAME OF SUBRECIPIENT AGENCY]
[ENTER SUBRECIPIENT ADDRESS]
Electronic mail: [ENTER EMAIL ADDRESS OF SUBRECIPIENT'S OFFICIAL CONTACT PERSON]

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 SUBRECIPIENT'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 SUBRECIPIENT regarding the provision of the services described in Exhibit A and Exhibit B of this Agreement.

- 19.3 In addition, the SUBRECIPIENT 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 SUBRECIPIENT, 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 SUBRECIPIENT 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 SUBRECIPIENT or its Subcontractor(s) for the purpose of this Agreement, including all information stored in the local Ryan White Program Management Information System (RW-MIS), 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 SUBRECIPIENT 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 Subject to the General Provisions of Public Law 115-31, the following legislative mandate applies (Division H, Title V, Section 505):

HRSA Recipients, such as the COUNTY, are required to include specific language 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. As HRSA requires the COUNTY to include this language, the COUNTY hereby requires the SUBRECIPIENT to also use the following statements on all products produced when using HRSA funds in whole or in part:

“This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$_____, with ___% financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views, nor an endorsement by, HRSA, HHS or the U.S. Government.”

[NOTE: The dollar amount to record in the statement above can be found in Attachment G of this Agreement, as may be amended.]

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

- 19.8 Under no circumstances shall the SUBRECIPIENT 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 SUBRECIPIENT 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;
 - 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 SUBRECIPIENT and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the SUBRECIPIENT or such parties has been approved or endorsed by the COUNTY or the Federal government.
- 19.9 In accordance with Miami-Dade County Administrative Order No. 3-29, SUBRECIPIENTS 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. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT warrants that all Services or 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.

However, as stated in Article II, Section 2.1 (ZZ) of this Agreement, the SUBRECIPIENT must assure that any developed work, item, document, etc. under this cooperative agreement can be used by HRSA/HAB in accordance with 45 CFR § 75.322(b). The COUNTY and SUBRECIPIENT may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under [this] EHE award. In accordance with 45 CFR § 75.322(b), HRSA/HAB reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the developed work, item, document, etc. for Federal purposes, and to authorize others to do so.

- 21.2 The SUBRECIPIENT 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 Services or Deliverables furnished hereunder. Accordingly, the SUBRECIPIENT 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 Service or 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 SUBRECIPIENT shall have the obligation to, at the COUNTY's option to (1) 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 (2) procure for the COUNTY, at the SUBRECIPIENT's expense, the rights provided under this Agreement to use the item(s).
- 21.4 The SUBRECIPIENT 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 Service or Deliverable hereunder. The SUBRECIPIENT shall enter into agreements with all suppliers and subcontractors at the SUBRECIPIENT's own risk. The COUNTY may reject any Service or 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 SUBRECIPIENT 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 SUBRECIPIENT has with the COUNTY, the SUBRECIPIENT 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 SUBRECIPIENT 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.

- A. The Terms and Conditions in this Agreement;
- B. The special conditions contained in Exhibits "A" through "C" attached herewith:
- (1) Exhibit A – Scope of Service(s)
 - (2) Exhibit B – Budget
 - (3) Exhibit C – Affidavits and Authorized Signatures:
 - o Miami-Dade County Affidavits (Attachment A)
 - o State Public Entities Crime Affidavit (Attachment B)
 - o Subcontractor and Supplier Affidavit (Provider's Disclosure of Subcontractors and Suppliers) (Attachment C.1)
 - o ISD Form 7 – Subcontractor/Supplier Listing (Attachment C.2)
 - o Collusion Affidavit (Attachment D)
 - o Due Diligence Affidavit (Attachment E)
 - o Authorized Signature Form (Attachment F)
 - o Federal Subaward Notification (Attachment G)

Article XXIV
Rules of Interpretation

- 24.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- 24.2 Reference to any agreement, website link, laws, regulations, ordinance, resolutions, executive orders, or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- 24.3 Reference to any agreement, website link, laws, regulations, ordinance, resolutions, executive orders, or other instrument shall be deemed to be incorporated into this Agreement by reference.
- 24.4 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- 24.5 The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

Article XXV
Survival

- 25.1 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 SUBRECIPIENT 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 XXVI
Nature of the Agreement

- 26.1 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.
- 26.2 The SUBRECIPIENT 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 and Deliverables performed hereunder.
- 26.3 The SUBRECIPIENT acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work, Deliverables, and Services under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the SUBRECIPIENT shall perform the same as though they were specifically mentioned, described and delineated.
- 26.4 The SUBRECIPIENT acknowledges that the COUNTY shall be responsible for making all policy decisions regarding the Scope of Services. The SUBRECIPIENT agrees to provide input on policy issues in the form of recommendations. The SUBRECIPIENT agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the COUNTY. The SUBRECIPIENT 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 XXVII
Mutual Obligations

- 27.1 This Agreement, including all exhibits, 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.
- 27.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SUBRECIPIENT 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 SUBRECIPIENT. The SUBRECIPIENT 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.
- 27.3 The Parties acknowledge that the Ending the HIV Epidemic (EHE) cooperative agreement grant funds where applicable, allocated to the SUBRECIPIENT, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such cooperative agreement grant funds. Accordingly, neither the SUBRECIPIENT 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 SUBRECIPIENT 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 EHE cooperative agreement grant funds where applicable.
- 27.4 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.
- 27.5 In those situations where this Agreement imposes an indemnity obligation on the SUBRECIPIENT, 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 SUBRECIPIENT fails to diligently defend such claims, and thereafter seek indemnity for costs from the SUBRECIPIENT.
- 27.6 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SUBRECIPIENT and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 27.7 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.
- 27.8 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.
- 27.9 **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.
- 27.10 This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

Article XXVIII
Manner of Performance

- 28.1 The SUBRECIPIENT shall provide the Services described herein in a competent and professional manner satisfactory to the COUNTY in accordance with the terms and conditions of this Agreement. The COUNTY shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the SUBRECIPIENT in all aspects of the Services. At the request of the COUNTY, the SUBRECIPIENT shall promptly remove from the project any SUBRECIPIENT's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the SUBRECIPIENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

[ENTER SUBRECIPIENT'S FULL LEGAL NAME]

MIAMI-DADE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Mayor or Mayor's Designee

Date: _____

Date: _____

Attest: _____
Authorized Person OR Notary Public

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

Print Name: _____

By: _____

Title: _____

Name: _____
Deputy Clerk

Date: _____

Date: _____

Corporate Seal OR Notary Seal/Stamp

Risk Management Approval (sign/date)

Approved for form and legal sufficiency:

Approved for form and legal sufficiency:

Ashlee A. Pouncy
Assistant County Attorney

Terrence A. Smith
Assistant County Attorney

EXHIBIT C

ATTACHMENT	ITEM
A	County Vendor Affidavits
B	State Public Entity Crimes Statement
C.1	Subcontractor/Supplier Disclosure
C.2.1 and C.2.2	ISD Form 7- Subcontractor/ Supplier Listing [& Instructions]
D	Collusion Affidavit
E	Due Diligence Affidavit
F	Authorized Signature Form
G	Federal Subaward Notification



VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Attachment A

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or, if none, then enter the owner's Social Security Number (SSN).

FEIN _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

NAICS Code _____

Internal Services Department (ISD) Procurement Management Services Division Vendor Services Section

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974

Telephone: 305-375-5773

www.miamidade.gov/procurement

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.

SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)

A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (If same as line A, leave blank)

Street Address (P.O. Box Number is not permitted)

City

State (U.S.A.)

Country

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW									
				GENDER		RACE / ETHNICITY							
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other		

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS	% OF OWNERSHIP

5. *MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT*
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. *MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT*
(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. *MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT*

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. *MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT*
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. *MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT*
(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. *MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT*
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant)

(Date)

Printed Name of Affiant and Title

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a Florida not-for-profit corporation.

Signature

Printed Name

Notary Public, State of Florida

Personally Known or Produced Identification

Type of Identification Produced

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to _____ Miami-Dade County _____

by _____
(print name of entity submitting sworn statement)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a “public entity crime” as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in paragraph 287.133 (1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

[SIGNATURES APPEAR ON NEXT PAGE]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND AND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a Florida not-for-profit corporation.

Signature

Printed Name

Notary Public, State of Florida

Personally Known or Produced Identification

Type of Identification Produced

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)

Provider's Name: _____

1. REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider submits this list of first tier subcontractors or sub consultants who will perform any part of the Scope of Services Work, if this Agreement is for \$100,000 or more.

Provider must fill out this information. If Providers will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

Name of Subcontractor or Sub-consultant

City and State

Provider's Name: _____

2. REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider submits this list of suppliers who will supply materials for the Scope of Services to the Provider, if this Agreement is for \$100,000 or more.

Proposer must fill out this information. If Provider will not use suppliers, Provider must state "No suppliers will be used"; do not state "N/A".

Name of Supplier

City and State

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative:

Title: _____

Date: _____

Firm Name: _____

Fed. ID No. _____

Address: _____

City/State Zip: _____

Telephone: () _____

Fax: () _____

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

ATTACHMENT C.2.1

Firm Name of Prime Contractor/Respondent _____ FEIN # _____

Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form 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, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/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 bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity					Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity					Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp> <https://www.research.net/s/mdc-subcontractor-demographics>

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent _____

Print Name _____

110

Print Title _____

Date _____

SUB 100 Rev. 6/12

MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT (Sub 200 Form)
(Ordinance 11-90)

C.2.2 Form - For reference; to be used in reporting at end of contract period

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County, as a condition of final payment under a contract, shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form shall be submitted at the end of the contract with the final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature

Print Name and Title

Date

For Departmental Use Only

Department Signature

Print Name and Title

Date

Contractor in Compliance

**County Contractors' Reporting Requirements
(Ordinance No. 11-90)
Compliance Guidelines**

ATTACHMENT C.2.2

Summary

Ordinance No. 11-90 amended Sections 2-8.1, 2-8.8 and 10.34 of the County Code to require County contractors awarded contracts valued at \$100,000 and higher to report (1) race, gender, and ethnicity of the owners and employees of first tier subcontractors/suppliers (hereinafter referred to as "race and gender data") and (2) payments made to all first tier subcontractors/suppliers under the contract.

- *The Code requires for this information to be submitted by the Awarded Vendor(s)/Contractor(s) (hereinafter referred to as "Contractor") prior to final payment on the contract.*

Definitions

Authorized Representative means the individual(s) authorized to approve processing of payments for a vendor.

Awarded Vendor(s)/Contractor(s) means the firm(s) that were awarded the contract and have identified that subcontractors/suppliers are being used for the subject contract. Also referred to as "*Contractor*".

Contracting Department means the department/division that advertises and awards the contract, and may not be a user of the contract. This is generally, but not always, the Procurement Management Services division of ISD.

County means Miami-Dade County.

First tier subcontractors/suppliers means a firm(s) having a contract agreement directly with the prime Contractor for a County contract or project. Also referred to as *subcontractors/suppliers*.

Final payment means payment of the invoice that represents the final release under the contract, or the depletion of a department's allocation under the contract and/or final acceptance of a good or service. For construction contracts, final payment means the release of retainage.

ISD means the Internal Services Department. Procurement Management Services is a division of ISD.

Race and Gender data means information on the race, gender, and ethnicity of the owners and employees of first tier subcontractors/suppliers provided by a Contractor, as defined in Ordinance 11-90.

SBD means the Small Business Development Division. SBD is a division of the Regulatory and Economic Resources Department.

Subcontractor/Supplier Listing means the Sub 100 form, which requests bidders to identify if subcontractors/suppliers will be used for the subject contract and, if so, the race and gender data for the subcontractors/suppliers must be identified.

Subcontractor Payment Report is the Sub 200 form, which requires Contractors (as defined above) to identify subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor.

User Department means a department that has an allocation under a contract in which the Contractor (as defined above) has identified that subcontractors/suppliers will be used for the subject contract. The User Department may also be the Contracting Department.

**County Contractors' Reporting Requirements
(Ordinance No. 11-90)
Compliance Guidelines**

Contracting Department

- The Contracting Department shall include ISD Procurement Management Services Division boiler plate language regarding subcontractor/supplier reporting requirements and the Sub 100 and Sub 200 form in all applicable solicitation documents, including invitations to quote (ITQs), work order proposal requests (WOPRs), and contract extensions/renewals, that are valued at \$100,000 and higher (<http://intra.miamidade.gov/dpm/forms.asp>).

(1) Subcontractor/Supplier Listing (Sub 100) form

- The Sub 100 form is requested as part of the bid submission, but is only required as a condition of award. If the Contractor is not using any subcontractors/suppliers for the contract, the contractor only needs to write "None" and sign the Sub 100 form. *The requirements below would thus not apply.*
- If an Awarded Contractor identified subcontractors/suppliers on the Sub 100 form, a copy of the form shall be provided to Small Business Development (SBD) by the Contracting Department. The Contracting Department shall maintain the Sub 100 form provided at the time of bid submission by the Contractor with the contract file.
 - The Contractor must identify subcontractors, if any, on the Sub 100 form as a condition of award; however, *if the race and gender data is not available at the time of award, the Contractor may provide this information to the Contracting Department or SBD on the Sub 100 form **or** on-line at <https://www.research.net/s/mdc-subcontractor-demographics> at a later date, but prior to processing of final payment on the contract.* If the Contracting Department receives the completed Sub 100 form (with the race and gender data), a copy of the form shall be provided to SBD and the original form shall be maintained in the contract file.

(2) Subcontractors Payment Report (Sub 200) form

<http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>

- If an Awarded Contractor identified subcontractors/suppliers on the Sub 100 form, a completed Sub 200 form will be required for final payment on the contract to be processed. The Sub 200 form shall be completed and submitted by the Contractor along with the final invoice under the contract to the User Department.

User Departments

- ***User Departments are responsible for tracking contracts in which the awarded Contractor(s) will be using subcontractor/supplier(s) and for monitoring expenditures to estimate the time of final release or expected final payment under the contract.***
 - For each invoice to be processed, the User Department shall go to SBD's website (<http://www.miamidade.gov/business/library/reports/subcontractors-compliance.pdf>) to verify that the Contractor has submitted the required race and gender data.
 - If the Contractor is not in compliance because the information has not been submitted, the Contractor shall be notified in writing by the User Department (either via e-mail, fax or letter) that the final invoice will not be processed until they are in compliance. (See County Attorney's Office approved language in Attachment A)

**County Contractors' Reporting Requirements
(Ordinance No. 11-90)
Compliance Guidelines**

- Upon the User Department's receipt of a completed **Sub 200 form** and the final invoice from the Contractor, the department shall go to SBD's website to verify if the required race and gender data has been submitted before approving the final invoice for processing.
 - If the User Department determines that the Contractor is still not in compliance because the race and gender data has not been submitted, the Contractor shall be again notified in writing by the User Department (either via e-mail, fax, or letter) that the final invoice will not be processed until the required race and gender data is provided to SBD. (See County Attorney's Office approved language in Attachment A)
 - If the User Department determines that the Contractor has submitted the required information **or** the Contractor confirms in writing that the information is not available and cannot be provided, the box next to "Contractor in Compliance" shall be marked and an Authorized Representative of the User Department shall date and sign the form, and print his/her name and title, to indicate that the final invoice can be processed. The User Department shall maintain the original Sub 200 form with the contract file. A copy of the completed and approved Sub 200 form shall be provided to SBD.
- **If an invoice is received from a Contractor (who has indicated on its Sub 100 form that it is using subcontractors/suppliers) and the Sub 200 form is not attached, and the User Department determines that the invoice is the final payment request, the User Department shall notify the Contractor that the Sub 200 form is required to process the final invoice.**
- **User Departments shall not process any requests for final payment without verifying compliance with these reporting requirements, as evidenced by a mark in the "Contractor in Compliance" box, the printed name and signature of the Authorized Representative of the User Department, and date at the bottom of the Sub 200 form.**

Small Business Development (SBD)

- SBD is the point of contact for any questions related to these requirements.
- SBD is responsible for maintaining the race and gender data provided by awarded Contractors in a database. Staff will be able to search this database by contract number to verify that the Contractor has submitted the required race and gender data, as required by the Sub 100 form. SBD will also be maintaining a database of information from the Sub 200 form.
- SBD will follow up with Contractors periodically to ensure the race and gender data and subcontractor payment information is submitted prior to processing of the final invoice under the contract.

**County Contractors' Reporting Requirements
(Ordinance No. 11-90)
Compliance Guidelines**

Attachment A: Compliance Reminders

REMINDER FROM USER DEPARTMENT

Dear Contractor,

The County has received your request for payment under the referenced contract. The requisition is currently being processed for payment. Please be advised that, pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code and as required by the terms and conditions of this contract, race and gender information for your first tier subcontractors/suppliers must be submitted to the County prior to final payment under the contract. **Our records show that you are currently not in compliance.** Please provide the required information as soon as possible to Small Business Development of the Regulatory and Economic Resources Department at <https://www.research.net/s/mdc-subcontractor-demographics>. Thank you.

FINAL REMINDER FROM USER DEPARTMENT

Dear Contractor,

The County has received your request for final payment under the referenced contract. Please be advised that, pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code and as required by the terms and conditions of this contract, race and gender information for your first tier subcontractors/suppliers must be submitted to the County prior to final payment under the contract. **Our records show that you are currently not in compliance. Final payment under the contract cannot be approved until you are in compliance.** Please provide the required information as soon as possible to Small Business Development of the Regulatory and Economic Resources Department at <https://www.research.net/s/mdc-subcontractor-demographics>. Thank you.

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder or vendor(s) of this contract:

[] is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

[] is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders, vendors or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder, vendor or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder, vendor or proposer have a direct or indirect ownership interest in another bidder, vendor or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____
Signature of Affiant

_____ 20 _____
Date

Printed Name of Affiant and Title

___/___-___/___/___/___/___
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a Florida not-for-profit corporation.

Signature

Printed Name

Notary Public, State of Florida

Personally Known or Produced Identification

Type of Identification Produced



AFFIDAVIT

Applicant Name: _____

Address: _____

Telephone Number: _____

Pursuant to Miami-Dade County Resolution No. R-630-13, the undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. Within the past five (5) years, neither the Agency nor its directors, partners, principals, members or board members:
 - (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;
 - (ii) have been cited by a funding source for non-compliance or default under a contract;
 - (iii) have been a defendant in a lawsuit based upon a contract with a funding source.

Please list any matters which prohibit the Agency from making the certifications required and explain how the matters are being resolved (use separate sheet if necessary):

This is certified by my signature:

Applicant's Signature

Print Applicant's Name

Date

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a Florida not-for-profit corporation.

Signature

Printed Name

Notary Public, State of Florida

Personally Known or Produced Identification

Type of Identification Produced

(MUST BE PLACED ON SUBRECIPIENT'S LETTERHEAD)

AUTHORIZED SIGNATURE FORM

DATE: _____

This form certifies the names, titles and signatures of individuals authorized by the Subrecipient to sign contracts, checks, budget revisions, payment requests, and other requests that may be requested by the Office of Management and Budget-Grants Coordination (OMB) for disbursement of funds. **Attached hereto and incorporated herein is a certified copy of a duly authorized and executed resolution passed by the Subrecipient's Board of Directors that provides for this authorization.** These signature authorizations are retained by the OMB for auditing purposes. Should the Subrecipient desire to change the information on this document, a certified and authorized and executed Resolution describing the desired changes must be submitted to the OMB.

NAME (please type)

TITLE (please type)

SIGNATURE

I. Prime Contracts and Subcontracts

_____	_____	_____
_____	_____	_____
_____	_____	_____

II. Checks (List amount limits)

_____	_____	_____
_____	_____	_____
_____	_____	_____

III. Budget Revision Requests

_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. Payment Requests

_____	_____	_____
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**MIAMI-DADE COUNTY
RYAN WHITE ENDING THE HIV EPIDEMIC (EHE) PROGRAM
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2021-22**

In accordance with the 45 CFR § 75.352, as may be amended, the following is official notification from the pass-through entity (COUNTY) to the subrecipient named below regarding the federal subaward for Ryan White EHE Program services covering the initial period of June 2, 2021 through February 28, 2022. These funds are made available in accordance with the Public Health Service Act, Section 311(c) (42 USC 243(c)) and XXVI (42 USC §§ 300ff-11 et seq.), and its related regulations.

1) FEDERAL AWARD IDENTIFICATION:

i	Subrecipient Name: <i>(must match registered name in DUNS)</i>	To be determined
ii	Subrecipient's Data Universal Numbering System (DUNS) Number:	To be determined
iii	Federal Award Identification Number (FAIN):	UT8HA33946
iv (a.)	Federal Award Amount to Pass-Through Entity:	To be determined
iv (b.)	Federal Award Date:	To be determined
v	Subaward Period of Performance Start and End Date:	To be determined
vi	Amount of Federal Funds Obligated by this action (by the pass-through entity to the subrecipient by this action):	To be determined
vii	Total Amount of Federal Funds Obligated to the subrecipient [by the pass-through entity including the current obligation]:	To be determined
viii	Total Amount of the Federal Award [committed to the subrecipient by the pass-through entity]:	To be determined

**MIAMI-DADE COUNTY
RYAN WHITE ENDING THE HIV EPIDEMIC (EHE)
PROGRAM FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2021-22**

ix	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	To be determined
x	Name of HHS awarding agency:	U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA)
	Pass-through entity: Contact information for awarding official:	Miami-Dade County Daniel T. Wall, Assistant Director Miami-Dade County Office of Management and Budget-Grants Coordination 111 N.W. 1 st Street, 22 nd Floor Miami, FL 33128 Telephone: (305) 375-4742 Email: Daniel.Wall@miamidade.gov
xi	Catalog of Federal Domestic Assistance (CFDA) Number and Name:	CFDA # 93.686 - Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B; see #4 below.
xii	Is this award a Research and Development (R&D) grant?	No.
xiii	Indirect cost rate for the Federal award (including if the de minimis rate is charged)?	Up to 10%; see #5 below.

- 2) All requirements imposed by the pass-through entity (COUNTY) on the SUBRECIPIENT so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award are included herewith in the accompanying FY 2020 Professional Services Agreement for Ryan White EHE Program Services, including its Exhibits and Attachments;
- 3) Any additional requirements that the pass-through entity (COUNTY) imposes on the SUBRECIPIENT in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports are also included herewith in the accompanying FY 2021 Professional Services Agreement for Ryan White EHE Program services, including its Exhibits and Attachments;

MIAMI-DADE COUNTY
RYAN WHITE ENDING THE HIV EPIDEMIC (EHE)
PROGRAM FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2021-22

- 4) In accordance with 45 CFR § 75.352 (a)(1)(xi), as may be amended, the dollar amount made available, CFDA number and Program Name are provided at the time of each disbursement. Please refer to the REQUEST FOR PAYMENT form for details.
- 5) An approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity (COUNTY) and the SUBRECIPIENT in compliance with 45 CFR § 75.352, or a de minimis indirect cost rate as defined in 45 CFR § 75.414(f) Indirect (F&A) costs, paragraph (b) of this Part;
- 6) A requirement that the SUBRECIPIENT permit the pass-through entity (COUNTY) and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the pass-through entity to meet the requirements of this part (45 CFR part 75) are included herewith in the accompanying FY 2021 Professional Services Agreement for Ryan White EHE Program services; and
- 7) Appropriate terms and conditions concerning closeout of this subaward are also included herewith in the accompanying FY 2021 Professional Services Agreement for Ryan White EHE Program services. Additional information will be communicated to SUBRECIPIENT in advance of any related reporting deadlines.

ADDITIONAL REQUIREMENT REGARDING ACCESS TO RECORDS:

SUBRECIPIENT permits the COUNTY and auditors to have access to SUBRECIPIENT's records and financial statements as necessary for the COUNTY to meet the requirements of 45 CFR § 75.352, as may be amended.

The information above regarding this federal subaward is current as of: _____.

For Miami-Dade County Office of Management and Budget-Grants Coordination/Ryan White Program use only:

Prepared by:

Signature: _____

Name:

Title: Contracts Officer

Date:

Reviewed by:

Signature: _____

Name:

Title: EHE Program Coordinator

Date: