

**REQUEST FOR PROPOSALS FOR
STAFF SUPPORT SERVICES FOR THE MIAMI-DADE HIV/AIDS PARTNERSHIP
AND QUALITY MANAGEMENT SERVICES FOR THE
RYAN WHITE PROGRAM**

RFP NO. 0312

**ATTENDANCE AT A PRE-PROPOSAL CONFERENCE TO BE HELD ON
Friday, July 29, 2011 at 1:00 pm
Stephen P. Clark Center
111 NW 1st Street, 19th Floor, Conference Room A
Miami, Florida 33128-1983
IS STRONGLY ENCOURAGED**

**ISSUING DEPARTMENT:
Miami-Dade County, Office of Grants Coordination
Ryan White Program
111 NW 1st Street, 19th Floor
Miami, Florida 33128**

**RFP Contracting Officer: Theresa Fiaño, Assistant Director
Telephone: (305) 375-4742 Fax: (305) 375-4454 e-mail: fianot@miamidade.gov**

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN 4:00 pm, WEDNESDAY, AUGUST 31, 2011
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER
111 N.W. 1st STREET, 17TH FLOOR, SUITE 202, MIAMI, FLORIDA 33128 - 1983**

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submittals. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Office of Grants Coordination website at www.miamidade.gov/Grants/RFPno0312 risk the possibility of not receiving addenda and are solely responsible for those risks.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

January 15, 1963

Dr. J. H. Goldstein
Department of Chemistry
University of California
San Diego, La Jolla, California

Dear Dr. Goldstein:
I have received your letter of January 10, 1963, regarding the
loan of a copy of your paper on the structure of the
polymer chain. I am sorry that I cannot
loan you a copy of the paper at this time.

The paper is currently out of the library and I am
unable to locate it at this time.

I will be glad to loan you a copy of the paper
as soon as it is available. I will contact you
again when it is available.

I am sorry that I cannot loan you a copy of the
paper at this time. I will be glad to loan you
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1.0. PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade Office of Grants Coordination, Ryan White Program is requesting proposals from one or more qualified and not-conflicted public or private non-profit or for profit health planning agencies, consulting firms, and other service providers who are experienced in health care and/or HIV/AIDS related issues, hereinafter referred to as the "Proposer," to provide professional staff support services to the Miami-Dade HIV/AIDS Partnership (Partnership) to include: 1) assessment of HIV/AIDS-related service needs in the community; 2) preparation of a comprehensive plan for the delivery of health and support services for persons living with HIV and AIDS; 3) drafting sections of the annual competitive Ryan White grant application; 4) staff support functions to facilitate the work of the Partnership on a daily basis; 5) outreach and public relations activities to recruit new members and promote the work of the Partnership; 6) on-going training of Partnership members; and 7) the development and maintenance of the Partnership's website. (Component #1)

The County is also soliciting proposals for the development, implementation, and documentation of a comprehensive training program for Ryan White Part A and Minority AIDS Initiative (MAI) direct service providers (i.e., medical case managers, medical staff, outreach workers, etc.) to enhance the quality of services provided to clients and the effectiveness of service delivery. (Component #2)

In addition, proposals are solicited for professional quality management services for the Ryan White Part A and MAI programs to include: 1) the implementation and enhancement of the grantee's Quality Management (QM) and Continuous Quality Improvement (CQI) plan consistent with the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (and any future amendments) and inclusive of the Miami-Dade HIV/AIDS Partnership, the Miami-Dade Office of Grants Coordination, funded service providers, consumers of Part A and MAI services, and other stakeholders, as appropriate; 2) the development of outcome and process measures for health and social support services funded under Part A and MAI and corresponding technical assistance activities as required by the QM/CQI Plan; 3) evaluation activities to determine the quality and impact of Ryan White services on the health status of persons living with HIV/AIDS; 4) the review of client records, including but not limited to medical charts, medical case management records, mental health therapy/counseling charts, records of residential and outpatient substance abuse treatment, oral health care charts, and records of outreach services, with the objective to document compliance with Ryan White standards of care and Public Health Services guidelines and to ascertain the need for systemic and/or provider-specific improvements; and 5) in coordination with the grantee Department, develop and implement an improvement and accountability process for providers with less than optimal performance outcomes. (Component #3) Components #2 and #3 must be applied for jointly as one program.

PLEASE NOTE: PROVIDERS WHO ARE CURRENTLY FUNDED WITH RYAN WHITE PART A AND/OR MAI DOLLARS TO PROVIDE DIRECT SERVICE TO PERSONS LIVING WITH HIV/AIDS ARE NOT ELIGIBLE TO APPLY FOR THIS RFP DUE TO POTENTIAL CONFLICT OF INTEREST GIVEN THE SCOPE OF WORK ENTAILED AND DESCRIBED IN SECTION 2.0., SCOPE OF SERVICES.

It is anticipated that the County may enter into more than one contract as a result of this RFP process. The initial term of the contract to be awarded shall be approximately twelve (12) months, commencing no later than ten (10) days after approval by the Board of County Commissioners and the Mayor which is anticipated to be in March 1, 2012 and continuing through February 28, 2013, with possible annual 12 month options to renew [up to five (5) years]. The approximate maximum, total dollar amount available in this RFP for the initial twelve month budget period is \$1,090,050. The maximum funding allocation for each service component is indicated as part of the service description.

Miami-Dade County receives federal funds from the HIV/AIDS Treatment Extension Act of 2009, as amended in 1990, 1996, 2000, 2006, and 2009 (formerly known as the Ryan White C.A.R.E. Act). This legislation represents the largest dollar investment made by the federal government specifically for the provision of services for poor or underserved members of the population living with HIV infection. The purpose of the Act is to improve the quality and availability of health care and other supportive services for low-income individuals and families with HIV disease in order to improve health outcomes and reduce disparities in health care provision and health outcomes.

Part of the Act directs grant assistance to metropolitan areas with the largest numbers of reported cases of AIDS to meet emergency service needs. The Board of County Commissioners authorized the County Mayor to apply for, receive, and subsequently disburse these funds. In accordance with the terms of the original C.A.R.E. Act, the Board of County Commissioners also created and established the Miami-Dade HIV/AIDS Partnership (Partnership), whose purpose and responsibility is to determine the needs and service priorities in the community in order to properly allocate these funds; develop a comprehensive plan for the delivery of HIV health services; assess the quality and effectiveness of funded services; and assess the efficiency of the administrative mechanisms used by the grantee organization (Miami-Dade County, Office of Grants Coordination) to rapidly disburse funds to identified areas of greatest need.

Miami-Dade County has received approximately \$26 million in total funding for FY 2011 (March 1, 2011 – February 29, 2012). Community representatives, members of the Miami-Dade HIV/AIDS Partnership, and persons living with HIV/AIDS participated in interviews, surveys, and focus groups during a quantified needs assessment process, which led to the development of the information utilized by the Partnership to prioritize service needs and allocate funds to the areas of greatest need in the community.

It is the County's intention to solicit proposals from as many respondents as are interested, to evaluate the proposals, to conduct oral presentations, if necessary, to verify the information presented and to negotiate and award agreements to the top ranked Proposer(s) selected for funding. Proposers may respond to either Component #1, Components #2 and #3 jointly, or all Components.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued: Friday, July 22, 2011 by 1:00 pm. Potential proposers may pick up a copy of the RFP at the Office of Grants Coordination (address on front cover) or may download all files at the following website address: <https://www.miamidade.gov/Grants/RFPno0312>. Proposers who chose to download the RFP must first register on-line as potential proposers.

A Pre-Proposal Conference will be held on Friday, July 29, 2011 at 1:00 pm at the location shown below. **All potential proposers are strongly encouraged to attend.** If you need a sign language interpreter or materials in accessible format for this event, please call Ryan White Program Administrator, Carla Valle-Schwenk at (305) 375-4742 at least five (5) days in advance.

July 29, 2011	Time
Stephen P. Clark Center 111 N.W. 1st Street 19 th Floor, Director's Conference Room Miami, FL 33128	1:00 pm

Deadline for receipt of written questions: Friday, August 5, 2011 by 4:00pm
 Proposal due date: Wednesday, August 31, 2011 by 4:00 pm
 Evaluation process: Thursday, September 1 through Friday, September 30, 2011
 Projected award date: Monday, January 2, 2012
 Contract Start Date: March 1, 2012

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Department" to mean Office of Grants Coordination.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where

exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals, will be available for public inspection after the opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary, or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer (listed on the front cover), provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 GENERAL PHILOSOPHY OF SERVICE PROVISION

Proposers should maintain an overall philosophy of inclusion and non-discrimination to service providers, minorities, persons living with HIV/AIDS, and the public. Proposers must also show sensitivity to HIV/AIDS issues and cultural differences.

2.2 THE MIAMI-DADE HIV/AIDS PARTNERSHIP

The Miami-Dade County Board of County Commissioners established the Miami-Dade HIV/AIDS Partnership ("Partnership") through Ordinance No. 02-35 in accordance with the requirements of the original Ryan White C.A.R.E. Act of 1990 and other federal and state HIV-related grant programs. The Partnership is a County Advisory Board consisting of thirty-nine (39) members, thirty percent (33%) of whom must be persons living with HIV/AIDS who are recipients of Ryan White services and who are not affiliated with any provider of Part A or MAI-funded services. The Partnership also consists of three (3) alternates who are persons living with HIV/AIDS, service providers, community leaders, representatives of other federal programs funded under the current Ryan White HIV/AIDS Treatment Extension Act of 2009 and other benefit programs, grantee of state general revenue funds, and other interested parties. The full Partnership meets on a monthly basis. The Partnership's powers, duties, functions, and responsibilities include:

1. Establishing methods for obtaining input on community needs and priorities which may include public meetings, conducting focus groups, and convening ad-hoc panels.
2. Developing a community-wide comprehensive plan for the Partnership and health services that is compatible with the State of Florida and the County's plan regarding the provision of health services to individuals living with HIV/AIDS.
3. Establishing housing, care, and treatment recommendations, including establishing priorities for the allocation of Part A and MAI funds within the County, including how best to meet each priority and individual factors that the County should consider in procuring

services funded under Part A/MAI of the Ryan White Act based on the following:

- a) documented needs of the HIV-infected population within the County;
 - b) cost and outcome effectiveness of proposed strategies and interventions, to the extent that such data are reasonably available;
 - c) priorities of the HIV-infected communities for whom the services are intended; and
 - d) the availability of other governmental and non-governmental resources.
4. Making recommendations for service priorities and allocations for the use of other funds, to the areas of greatest need, with equal weight and attention provided to health and supportive services, housing, including but not limited to the use of the following funding sources:
- a) Parts B, C, and D of the Ryan White HIV/AIDS Treatment Extension Act.
 - b) Housing Opportunities for Person with AIDS program (HOPWA).
 - c) State of Florida General Revenue Care and Treatment Allocations.
 - d) Other federal and state grants.
 - e) Medicaid and Medicare entitlement programs.
 - f) Funding from municipalities interested in supporting implementation of the Partnership's Comprehensive plan.
 - g) Private Foundation grants.
 - h) Private contributions.
5. To serve in an advisory capacity to the Board of County Commissioners, City of Miami, Miami-Dade County Health Department Office of HIV/AIDS, the respective Mayors, and other public and governmental entities with respect to all issues affecting or relating to persons at risk of contracting HIV and/or living with HIV/AIDS.
6. Participating in the development of the Statewide Coordinated Statement of Need initiated by the State of Florida's public health agency responsible for administering the Part B grant under the Ryan White HIV/AIDS Treatment Extension Act.
7. Establishing mechanisms for addressing grievances with respect to Part A/MAI funding and any other matters deemed appropriate by the Partnership, including procedures for submitting grievances for Part A/MAI allocations that cannot be resolved to binding arbitration as required by the Ryan White Act amendments. Grievance procedures developed by the Partnership and approved by the Health Resources Services Administration (federal funder) become the sole dispute resolution mechanism and take precedence over all other County dispute resolution mechanisms, including but not

limited to the County bid protest procedures.

8. Assessing the efficiency of the administrative mechanism in rapidly allocating funds to the areas of greatest need within the County and, at the discretion of the Partnership, assess the effectiveness, either directly or through contractual arrangements, of the services offered in meeting identified needs.
9. Exercising any other powers and duties conferred to the Partnership by the Miami-Dade County ordinance and/or required by funding sources.

Proposers may review Partnership By-Laws and Policies and Procedures on the Partnership website: www.aidsnet.org for more information.

The Partnership currently has five (5) standing committees, and may appoint three (3) or four (4) ad-hoc committees at any one time, as needed. Standing committees and sub-committees may have no more than twenty-four (24) members). All committees will strive to maintain no less than one-third membership by representatives of the affected community. These standing committees and their prescribed duties and responsibilities are as follows:

Executive Committee: The Committee's responsibilities include:

- a) Acting on behalf of the Partnership in the event of any emergency, which does not permit for a special meeting of the Partnership to be called.
- b) Continuing development of bylaws and amendments to the existing bylaws.
- c) Reviewing complaints that arise from within the Partnership or from the community regarding whether the Partnership follows its policies and procedures. Such complaints shall be thoroughly reviewed and presented to the full Partnership for its consideration.
- d) Coordinating committees in order to prevent duplication of committee activities and to delegate committee responsibilities.
- e) Reviewing and approving priorities, plans, and allocations of standing committees prior to ratification of such allocations by the full Partnership.
- f) Evaluating and performing overall quality assurance for the Partnership and the services provided through the Ryan White Part A and MAI programs.
- g) Developing resources for the Miami-Dade HIV/AIDS Partnership.
- h) Completing and reviewing grant materials presented to the various government agencies responsible for funding housing and care and treatment for the HIV/AIDS community, as necessary.
- i) Overseeing the development and implementation of the HIV/AIDS Comprehensive Plan and monitoring progress towards meeting the Plan's goals and objectives.
- j) Establishing rules of conduct for all Partnership and committee meetings.

- k) Reviewing grant application documents at the request of the grantee.
- l) Hearing all grievances with respect to Part A/MAI funding and any other matter deemed appropriate by the Partnership, including procedures for submitting grievances for Part A/MAI allocations that cannot be resolved to binding arbitration as required by the Ryan White Act.

Care and Treatment Committee: The responsibilities of this committee include:

- a) Developing all care and treatment planning, including the Miami-Dade HIV/AIDS Comprehensive Plan.
- b) Completing a yearly needs assessment.
- c) Establishing service priorities and conducting and completing the priority setting process for each fiscal year.
- d) Allocating Part A and MAI funds to the areas of documented greatest need.
- e) Evaluating and assessing the quality of the Part A/MAI-funded care and treatment programs.
- f) Identifying resources within Miami-Dade County.

The Chair of the Care and Treatment committee shall be responsible for appointing members of the Medical Care and Oral Health Care Sub-committees with the approval of the Care and Treatment committee, as a whole.

Housing Committee: The Housing Committee is responsible for the following:

- a) Completing a yearly needs assessment.
- b) Developing recommendations to the City of Miami with an annual one year Housing Opportunities for Persons living with HIV/AIDS (HOPWA) action plan for inclusion in the City of Miami's Consolidated Plan.
- c) Setting housing priorities for each fiscal year.
- d) Providing funding recommendations to the City of Miami for the use of HOPWA funds.

Community Coalition Committee: The Community Coalition Committee has the following responsibilities:

- a) Collaborating and coordinating with other standing committees to ensure that decisions made within the standing committees represent the needs of the infected/affected HIV/AIDS communities of Miami-Dade County.
- b) Establishing programs for orientation and training of Partnership and community members.

- c) Recruiting potential Partnership and committee members from the community and encouraging others in the affected/infected HIV/AIDS communities to become more involved in Partnership activities.
- d) Reviewing membership applications, conducting an open nominations process, and making nomination recommendations for Partnership membership.
- e) Completing community outreach initiatives and bringing back input from other groups and organizations to the Partnership as a whole.
- f) Developing and implementing education and outreach opportunities for the community to learn more about the Partnership and its activities.
- g) Developing positions on public policy issues and performing advocacy for the Partnership and its programs.

Strategic Planning Committee: This committee is responsible for the following:

- a) Developing and monitoring the Partnership's comprehensive plan.
- b) Developing Partnership policy and legislative issues.
- c) Develop periodic "State of the Epidemic" reports for Miami-Dade County.
- d) Develop tools and conduct the assessment of the grantee's administrative mechanisms for rapidly allocating funds to the areas of greatest need within the County.

The Partnership currently has two (2) Subcommittees and these subcommittees and their prescribed duties and responsibilities are as follows:

Medical Care Subcommittee: This Subcommittee is responsible for the following:

- a) Making recommendations on treatment guidelines and standards of care for outpatient medical care providers in Miami-Dade County.
- b) Evaluating the Ryan White medical care program in Miami-Dade County, including quality assurance and improvement efforts.
- c) In coordination with the State ADAP and General Revenue, review activities, expenditures and utilization data patterns in order to make recommendations regarding the Ryan White Prescription Drug Formulary.
- d) Making recommendations to the Care and Treatment committee regarding medical policy and procedure issues.
- e) Reviewing activities that encompass Outpatient Medical Care, Prescription Drugs, Substance Abuse Counseling, and Mental Health Therapy/Counseling services provided under the Ryan White Part A/MAI program.

Oral Health Care Subcommittee: This Subcommittee is responsible for the following:

- a) Evaluating the Ryan White oral health care programs in Miami-Dade County, including quality assurance and improvement efforts.
- b) Make recommendations regarding the Ryan White Oral Health Care Formulary.
- c) Recommend oral health care treatment guidelines and standards of care.

2.3 SCOPE OF SERVICES REQUESTED

To assist Proposers in developing service programs, the maximum anticipated dollar amount available in this RFP appears at the end of the description of each service component.

COMPONENT #1: Staff Support Services for the Miami-Dade HIV/AIDS Partnership

The County is seeking one or more qualified public or private (non-profit or for profit and not conflicted) health planning agencies, consulting firms, consultants and other service providers who are experienced in health care planning and/or HIV/AIDS related issues to provide staff support services to the Miami-Dade HIV/AIDS Partnership. These services include, but are not limited to the following staff functions:

Planning, Coordination, and Staffing of Partnership Activities

- a) Provision of clerical and professional staff support services to the Partnership, its standing committees, ad-hoc committees, the Chair of the Partnership, the Chair-Elect, Committee Chairs, grantees and the County as it relates to the daily business of the Partnership and its committees.
- b) The staff support entity will be responsible for securing meeting rooms for Partnership and committee meetings. Rooms for such meetings would, in a few instances, need to accommodate up to fifty or sixty people. Attendance at most routine committee meetings averages between 20 and 30 participants, including committee members. Meeting locations should be accessible by public transportation or the staff support entity will be responsible for making alternative arrangements. Facilities must also be accessible to persons with disabilities as required by the Americans with Disabilities Act (ADA) and meetings must be conducted in accordance with Miami-Dade County's policies regarding ADA compliance.
- c) The staff support entity will assist the Chair of the Partnership, Chair-Elect, and the Chairs of committees with scheduling of meetings and the preparation of meeting agendas. Staff is specifically responsible for all meeting logistics, including scheduling, notification to the public, identification of meeting site, acquisition of meeting supplies and necessary equipment, preparation and duplication of meeting materials (as needed), and the provision of refreshments to Partnership members at meetings to conduct Partnership business.
- d) The staff support entity will be responsible for publicly noticing all meetings of the Partnership and its committees in accordance with the State of Florida

Government in the Sunshine Law (Sunshine Law) (s.286.011, Fla. Stat.), tape recording of all meetings, production of written minutes for all meetings, drafting correspondence, and all record keeping and reporting functions for the Partnership. County policy requires that for County advisory boards all meetings must be listed on the County's calendar produced by the County's Communications Department to fulfill the public notice requirements of the Sunshine Law. All records must be kept for a period of no less than five years, which includes all written documents, reports, minutes, and audio-tapes. Staff will also be responsible for maintaining the Partnership's mailing list of members and interested parties and distributing meeting notices and other documents to these individuals. Distribution of meeting notices includes both written notice sent by U.S. Mail and by fax and/or e-mail.

- e) The provider of staff support services must also be able to respond to requests for information from the public pertaining to Partnership business and shall comply with the State of Florida Public Records Act (Ch. 119, Fla. Stat.) and Miami-Dade Administrative Orders Nos. 4-48 (Fees Charged to the Public for Examining and Duplicating Records), 7-24 (Records Management Program), and all other applicable federal, state, and local laws, regulations, executive orders, and administrative orders.
- f) Partnership staff, in addition to those duties outlined above, will be required to have at least one staff member attend all meetings of the Partnership and committees to provide assistance to the various groups. Partnership staff must at all times act in accordance with the County Ordinance which established the Partnership, the Partnership's bylaws, and the Partnership's Policies and Procedures Manual, and monitor the Partnership's compliance with same. Specific staff responsibilities will vary from committee to committee based on the responsibilities of each specific group. Please refer to the descriptions of each committee listed above for more information. The provider will also be required to arrange for a parliamentarian to attend committee meetings, when deemed necessary by the committee, to provide guidance to the committee Chairs regarding Robert's Rules of Order and the proper conduct of a meeting.
- g) The provider of staff support services will be responsible for performing impact analysis regarding policy changes made by the Partnership and its committees and report any findings to the Partnership for its consideration. In addition, staff must follow directions given in the form of a motion by a committee or the full Partnership. Staff will be required to follow-up on such directives and requests in a timely manner and report back to the Partnership or committee regarding progress, etc. The provider will also be required to provide the County with a monthly written progress report outlining staff activities, accomplishments, etc. It is imperative for the provider to maintain close communication with both the Chair and Chair-Elect, Partnership committees, and the County to ensure that Partnership's business is conducted in a timely and effective manner.
- h) The provider will be responsible for coordinating and facilitating all Partnership activities pertaining to grievance resolution in accordance with the Miami-Dade HIV/AIDS Partnership's Grievance Procedures. The staff support provider will be required to maintain records of grievances heard by the Partnership and to develop a system for tracking grievances received and processed. In addition,

the provider of this service will be expected to assist the Partnership with evaluating and modifying its grievance policies and procedures, as necessary.

- i) The Partnership staff support entity must also budget sufficient resources to provide support and assistance to Partnership members in accordance with the Partnership's Reimbursement Policies and Procedures, as well as County and federal guidelines. This support and assistance will include such items as transportation, mileage, and parking reimbursement for attending Partnership and committee meetings; reimbursement of meal expenses for meetings held at traditional meal times where meals were not provided; child care during meetings; and reimbursement for lost wages due to the conduct of Partnership activities. In addition, travel expenses for any Partnership member who represents the Partnership at an out-of-town meeting or conference must also be included in the provider's budget. These expenses include transportation, lodging, registration fees, meals, etc. and must be approved in advance by the Partnership and the County. Funds must also be allocated to cover all Partnership expenses relating to the procurement of mediation/arbitration services for grievances filed with or against the Partnership.

Research, Data Collection, Reporting, and Document Production

This component of staff support services includes document production and annual and/or periodic updates to the Partnership's Needs Assessment, Comprehensive Plan for the delivery of HIV/AIDS services in Miami-Dade County, and the Partnership's Strategic Plan; preparation of the County's annual Ryan White grant application; and preparation of other reports as necessary. These responsibilities involve extensive research and data collection, in addition to report preparation and document production. The provider will be expected to conduct research, analysis, report findings, and make recommendations to the Partnership, its Committees, and the County in response to Partnership directives. These activities may also include the responsibility of making arrangements for guest speakers to make presentations to committees or the full Partnership.

a) Preparation of the Ryan White Grant Application

The specific elements of Miami-Dade County's annual Ryan White grant application that the provider of this service will be responsible for preparing vary slightly from year to year based on the application guidance issued by the Federal government. Based on the application guidance received by Miami-Dade County for Fiscal Year 2012, required sections of the grant application may include the following:

- Grant proposal abstract
- Description of the HIV/AIDS epidemic in Miami-Dade County
- Assessment of populations with special needs, including co-morbidity data
- Description of the current continuum of HIV/AIDS care in the County
- Description of the local coordination of services across funding streams
- Description of the Partnership's process for setting service priorities and allocations
- Description of the local needs assessment and planning processes
- Description of the HIV/AIDS Comprehensive Plan and its compatibility with the Statewide Coordinated Statement of Need
- Description of existing Quality Management programs and activities

- Epidemiologic data in both narrative and tabular form reporting HIV and AIDS cases in Miami-Dade County
- Analysis in both narrative and tabular form of the Partnership's membership, including whether the Partnership is reflective and representative of Miami-Dade County's HIV/AIDS population and general population
- Analysis in both narrative and tabular form detailing other funds available in Miami-Dade County for HIV/AIDS services
- Analysis of unmet need in the HIV/AIDS community

The performance of this duty requires excellent grant writing skills and the ability to access, analyze, and present statistical data related to HIV epidemiology in Miami-Dade County. The provider of this service must work closely with the County while drafting sections of the grant application. The provider must also meet all deadlines, produce high quality work products, and be able to quickly revise drafts based on input from the County and the Partnership. In addition, the provider of this service must be able to incorporate information on the Needs Assessment process (see description below) and the HIV/AIDS Comprehensive Plan in the grant application, as requested.

b) Assessment of HIV/AIDS Service Needs in Miami-Dade County

Needs assessment is the cornerstone of the Ryan White HIV/AIDS Treatment Extension Act planning process. It is an essential component of the Miami-Dade HIV/AIDS Partnership's process for determining service priorities and funding allocations on an annual basis. The Needs Assessment may include the following elements:

- Survey of HIV-infected persons receiving and not receiving medical care (*"not in care" or "lost to care"*)
- Focus groups
- Key informant interviews
- Survey of HIV/AIDS service providers
- Identification of gaps and/or barriers to accessing care in general, and by sub-population
- Research and analysis of major sources of funding for HIV/AIDS services in Miami-Dade County
- Review and analysis of the HIV/AIDS epidemic in the Miami-Dade County, including trend analysis
- Analysis of Ryan White Part A and MAI service utilization data
- Presentations on quality studies, including results of medical care and medical case management record reviews
- Production and distribution of issue briefs to convey needs assessment information to Partnership members and the community
- Interpretation and presentation of needs assessment results to the Partnership and committee members in understandable terms

The provider will be responsible for conducting the needs assessment and all related activities as directed by the Partnership and its committees. At the conclusion of these activities a final needs assessment document summarizing these activities and findings must be published and provided to Partnership members, the County, and other stakeholders. This document will serve as the basis for determining service priorities and funding allocations established annually by the Partnership. The provider of this service will be responsible for developing,

implementing, facilitating, and conducting the Partnership's annual data-driven priority and allocation setting process.

Needs assessment activities must include processes to determine the needs of those individuals who know their HIV status and are not receiving primary medical care ("not in care" or "lost to care"). Needs assessment activities must also include processes to determine the needs of those individuals who do not know their HIV status and are encouraged to receive HIV testing in order to link them to care and treatment at the earliest opportunity. Findings and recommendations regarding these populations must be incorporated in the Ryan White grant application, the HIV/AIDS Comprehensive Plan, and other documents as appropriate.

Needs assessment activities must include the identification of capacity development needs in the HIV/AIDS system of care to address barriers to care in disproportionately impacted and under-served communities. They must also address the issue of unmet need in the community both quantitatively and qualitatively. Additionally, the provider must be responsive to new federal funder mandates as they arise. The provider of this service must incorporate in the needs assessment activities conducted for the Miami-Dade HIV/AIDS Partnership any and all applicable federal legislative requirements as these become effective.

The preparation of the Needs Assessment requires extensive experience in research methods, data analysis and presentation, survey design and methodologies, statistical and policy analysis, health planning, and general knowledge of HIV/AIDS issues.

c) Updates to the HIV/AIDS Comprehensive Plan and the Partnership's Strategic Plan

The Partnership's Strategic Plan has been developed as a mechanism to guide the implementation of the HIV/AIDS Comprehensive Plan. The Strategic Plan is composed of the following elements: a vision statement, statements of shared values, major goals with specific objectives, and a master schedule that includes specific dates of implementation and/or completion for each objective.

The major components of the strategic planning process are as follows:

- To identify and examine existing funding sources
- Determine service gaps and develop strategies to address these unmet needs
- Improve the quality and flow of information at meetings through effective research and data development
- Establish system coordination across funding streams
- Increase participation of persons living with HIV/AIDS in all planning processes
- Identify HIV+ persons not receiving medical care
- Improve provider capacity and management of services
- Develop a comprehensive cost and quality of care evaluation system
- Increase access to services through the development of funding diversification strategies and by creating linkages with other programs and key stakeholders
- Increase awareness of public policy related to HIV/AIDS and its implications at all government levels
- Establish an annual system of internal review for Partnership activities
- Continually monitor and update the HIV/AIDS Comprehensive Plan and report on progress in meeting the Plan's goals and objectives

The provider will be responsible for updating the HIV/AIDS Comprehensive Plan as necessary. In addition, the provider will also be expected to furnish various levels of technical assistance to the Partnership in the implementation and evaluation of the Strategic Plan and assist in the development and revision of the implementation schedule as necessary.

The provision of these services requires extensive experience in research methods, data analysis and presentation, survey design and methodologies, statistical and policy analysis, health planning, and general knowledge of HIV/AIDS issues.

Outreach, Public Relations, Recruitment, and Training

This component of staff support services include outreach and public relations activities that would increase community awareness of the importance of participating in the Part A/MAI HIV/AIDS planning process, and specifically focus on improving the level of involvement from persons living with HIV and AIDS. One of the primary objectives of these activities is to recruit new members to the Partnership. The provider of this service will be required to conduct culturally sensitive outreach efforts with special emphasis on minorities and focusing on engaging persons living with HIV and consumers of Part A/MAI services. Proposers will be required to identify specific strategies that will be used in conjunction with various media contacts in order to reach out to special target groups within the HIV/AIDS community. Proposers will be required to plan and schedule accessible meeting locations and provide other accommodations for persons with special needs (i.e., the physically impaired, including persons who are visually challenged and hard of hearing; persons requiring Spanish or Creole translation; persons in need of transportation, etc.) and minority populations.

The provider will also be responsible for developing and implementing orientation sessions for new Partnership members, as well as developing and maintaining training workshops for current members of the Partnership. Workshop topics for Partnership members will address various issues ranging from updates on HIV/AIDS research to subjects such as health policy and program planning. Providers will be required to schedule, coordinate, and arrange for training workshops and provide appropriate written and visual materials as necessary.

The provision of the services included in this component requires experience working with the HIV/AIDS community, experience in implementing effective media and outreach campaigns, experience in developing and conducting effective training programs, culturally competent communication, both written and verbal, and general knowledge of HIV/AIDS issues.

Miami-Dade HIV/AIDS Partnership Website Development and Maintenance

This component of staff support services requires the continuous development and maintenance of the Miami-Dade HIV/AIDS Partnership's Internet website (www.aidsnet.org). This tool provides a cost effective and highly accessible medium for distributing information to the community on Partnership's planning and care coordination activities. Among the types of information available on the website are:

- a) Partnership structure and responsibilities
- b) Schedule of Partnership activities
- c) Partnership recruitment efforts
- d) Needs assessment data
- e) HIV/AIDS epidemiological data
- f) Comprehensive planning documents and other reports

- g) Statistics on the Ryan White client population and service utilization data
- h) Links to major HIV/AIDS websites
- i) Quality studies and results
- j) Resources regarding HIV/AIDS funding
- k) Partnership application materials
- l) Partnership meeting minutes and agendas
- m) Partnership By-Laws and Policy and Procedure Manual

The provider of this service will be required to continue the development of an integrated, user-friendly, website to foster public interest in Partnership activities, and make important information on HIV/AIDS services and programs easily accessible to the community, including consumers, health care and social services providers, and representatives of State and local governments. The provider will be responsible for updating the information posted on the website, including all the elements listed above, and to obtain feedback from website users in order to identify additional opportunities for improvement.

The provision of the services included in this component requires experience in website development and maintenance, research skills, and general knowledge of HIV/AIDS issues.

Allocation: The anticipated total maximum amount of funds available in this RFP for the twelve month Budget Period for Staff Support Services (Component #1) is \$510,300.

COMPONENT #2: Training Program for Direct Service Personnel

The County is seeking one or more qualified public or private (non-profit or for-profit and not conflicted) health planning agencies, consulting firms and other service providers who are experienced in health care and/or HIV/AIDS related issues to develop, implement, evaluate, and document a comprehensive training program for Ryan White Part A/MAI direct service providers (medical case managers, medical staff, outreach workers, etc.) to enhance the quality of services provided to clients and the effectiveness of service delivery. The training program is to include, at a minimum, the following components:

- Development of appropriate training curriculum for each professional discipline targeted through this program;
- Conducting training sessions on an on-going basis. All sessions must be facilitated by professional staff who are fully versed on the topics included in the approved curriculum;
- Development and update of training materials appropriate for each professional discipline targeted through this program;
- Coordination of training logistics, including identification of training facilities and other resources needed to conduct training sessions, scheduling of participants, and maintenance of training records;
- Identification of other training resources in the community in order to maximize available training opportunities for each professional discipline; and
- Evaluation and analysis of training sessions with a quarterly report produced and

submitted to the County.

Medical Case Management Training

The Ryan White program funds twelve (12) medical case management service providers with multiple sites throughout the county. It is anticipated that the number of providers will continue to grow as the need for this service increases. In excess of 100 medical case management staff is funded system-wide to serve nearly 9,000 persons living with HIV (PLWHs).

Part A and MAI-funded medical case management staff is required to meet minimum professional qualifications and training requirements defined in the Coordinated Medical Case Management Standards of Service adopted by the Miami-Dade HIV/AIDS Partnership (**available on www.AIDSNET.org**).

Training requirements applicable to **all** medical case management staff (i.e., peer counselors, medical case managers, medical case management supervisors, etc.) include:

- Certification through the State of Florida's Department of Health HIV/AIDS 104 course;
- Orasure training course or its equivalent; and
- Minimum of 20 hours of basic medical case management orientation.

Training requirements applicable to medical case managers include:

- Minimum of 40 hours per year of medical case management related training; and
- Passing a proficiency test within 12 months of hiring.

Training requirements applicable to medical case management supervisors include:

- Minimum of 40 hours of training per year; 20 of these hours must be on developing and/or enhancing management skills.

A primary goal of the medical case management training program is to enable medical case management staff to facilitate access to primary medical care and-related HIV/AIDS services to persons living with HIV through increased knowledge of medical case management and increased access to existing resources. To this end, the training curriculum must address, at a minimum, the following topics:

- Comprehensive intake processes;
- Assessment of client needs;
- Preparation and monitoring of care plans;
- Referral processes and follow-up;
- Client empowerment;
- Coordination of services with other care providers;
- Client eligibility screening;
- Identification of resources across funding streams;
- Compliance with Standards of Care;
- Cultural competency;
- Documentation of service delivery;
- Understanding of billing processes;

- Understanding of HIV disease;
- Understanding of barriers to treatment and monitoring of adherence; and
- Negotiating and communication skills.

The provider of this service will be required to coordinate with existing training programs in the community to ensure maximum utilization of available resources.

Training Program for Medical Staff

The Ryan White Part A/MAI program funds twelve (12) outpatient medical care providers with multiple sites throughout the county. In excess of 100 medical care staff, including physicians, nurses, and medical assistants are funded system-wide to serve nearly 9,000 persons living with HIV (PLWHs).

Medical care providers are required to adhere to the Ryan White System-wide Standards of Care (available on www.AIDSNET.org), the most recent Public Health Services (PHS) guidelines related to the treatment of HIV, and HRSA's Core Clinical Outcomes. Therefore, training for this provider segment must include, at a minimum, the following topics:

- Compliance with PHS guidelines;
- Compliance with Part A Standards of Care;
- Compliance with HRSA's Core Clinical Outcomes;
- Availability of community resources to address client needs for supportive services;
- Coordination of care with other providers; and
- Understanding and monitoring adherence to treatment.

The provider of this service will be required to coordinate with existing training programs in the community to ensure maximum utilization of available resources.

Training Program for Outreach Workers

The Ryan White Part A/MAI program funds six (6) providers of outreach services to target all areas of the county. Approximately 45 outreach workers are funded system-wide to identify persons who are newly HIV positive and/or HIV+ and lost to care and link them to the system of HIV care.

Training requirements applicable to outreach workers include:

- Certification through the State of Florida's Department of Health HIV/AIDS 104, 500, and 501 courses;
- Orasure training course or its equivalent; and
- Minimum of 40 hours of additional training.

The training curriculum for outreach workers must, at a minimum, include the following topics:

- Strategies on how to identify persons who are HIV+ and are not receiving medical treatment;
- Coordination with other providers, including testing sites, medical case management, medical care providers, and HIV counselors;

- Cultural sensitivity;
- Recognition of high risk behaviors and effective strategies for linking clients to care;
- Negotiating and communication skills;
- Boundary setting and professional behavior;
- Follow-up on linkage to care;
- Information on available HIV/AIDS services and resources; and
- Documentation of service delivery.

The provider of this service will be required to coordinate with existing training programs for outreach workers to ensure maximum utilization of available resources.

This component of the RFP requires experience in the development of training programs, including facilitation of training sessions and preparation of training materials, as well as knowledge of the HIV system of care and HIV/AIDS issues.

Allocation: The FY 2012 allocation for the Training Program for Direct Service Providers combined with the Quality Management Program (described below), the anticipated total maximum amount of funds available for this combined service category for the twelve month Budget Period (Components #2 and #3) in this RFP is **\$494,000 Part A and \$104,750 MAI**. (Please note that separate budgets and narrative budget justifications must be submitted for these two distinct funding streams).

COMPONENT #3: Quality Management Services for the Ryan White Program

The County is seeking one or more qualified public or private (non-profit or for-profit and not conflicted) health planning agencies, consulting firms, and other service providers who are experienced in quality management methods and processes, health care, and/or HIV/AIDS related issues to provide quality management services for the Ryan White Part A and MAI programs. These services include, but are not limited to the following components:

- a) Implementation, monitoring, and evaluating the Miami-Dade County Ryan White Part A and MAI Program Performance Improvement Plan (available on www.AIDSNET.org) and Continuous Quality Improvement (CQI) plan consistent with the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and inclusive of the Miami-Dade HIV/AIDS Partnership, the Miami-Dade Office of Grants Coordination, funded service providers, consumers of Part A/MAI services, and other stakeholders, as appropriate;
- b) Development of outcome and process measures for health and social support services funded under Part A/MAI and corresponding technical assistance activities as required by the QM/CQI Plan;
- c) Evaluation activities to determine the quality and impact of Ryan White Part A/MAI services on the health status of persons living with HIV/AIDS; and
- d) Review of client records, including but not limited to medical charts, medical case management records, mental health therapy/counseling charts, records of residential and outpatient substance abuse treatment, oral health care charts, and records of outreach services, with the objective to document compliance with

Ryan White Standards of Care and Public Health Services guidelines and to ascertain the need for systemic or site-specific improvement.

- e) The original Ryan White C.A.R.E. Act required that Eligible Metropolitan Areas (EMAs) receiving Part A and MAI funds establish a quality management program to assess the extent to which HIV health services provided with grant funds are consistent with the most recent Public Health Services guidelines for the treatment of HIV disease and related opportunistic infections, and to develop strategies for ensuring that such services are consistent with the guidelines for improving access to care and the quality of HIV health services.
- f) The federal granting agency, the U.S. Health Resources and Services Administration (HRSA), has defined quality as follows:

"Quality is the degree to which a health or social service meets or exceeds established professional standards and user expectations. Evaluations of the quality of care should consider (1) the quality of the inputs, (2) the quality of the service delivery process, and (3) the quality of outcomes, in order to continuously improve systems of care for individuals and populations."

Based on federal requirements, quality management programs must accomplish a threefold-purpose:

- 1) Assist direct service medical providers funded through Ryan White in assuring that funded services adhere to established HIV clinical practice standards and Public Health Services guidelines to the extent possible.
- 2) Ensure that strategies for improvements to quality medical care include vital health-related supportive services in achieving appropriate access and adherence with HIV medical care.
- 3) Ensure that available demographic, clinical, and health care utilization information is used to monitor the spectrum of HIV-related illnesses and trends in the local epidemic.

While the focus and ultimate goal of quality management is improved health status for clients, the quality management program looks beyond clinical services to include consideration of both supportive services that link clients with health care and community/population outcomes.

Quality Management programs must conform to the following federal expectations:

- 1) Use data and measurable outcomes to determine progress toward relevant, evidenced-based benchmarks;

- 2) Focus on linkages, efficiencies, and provider and client expectations in addressing outcome improvement;
- 3) Be a continuous process that is adaptive to change and fits within the framework of other programmatic quality assurance improvement activities (i.e., Joint Commission on the Accreditation of Hospitals Organization [JCAHO], Medicaid, and other HRSA programs); and
- 4) Ensure that data collected is fed back into the quality improvement process to assure that goals are accomplished and that they are concurrent with improved outcomes.

Providers of this service will be expected to perform, at a minimum, the following activities:

- Implement, monitor, adapt, and evaluate the Miami-Dade County Performance Improvement Plan (available on www.AIDSNET.org) that involves service providers, consumers, the HIV/AIDS Partnership, and the County in a coordinated, continuous quality improvement program. This initiative must include specific benchmarks and on-going activities such as oversight and training.
- Recommend system level outcomes, as well as client-centered and process outcomes for each service category funded under Part A or MAI. Recommended outcomes must be measurable and appropriate to document the impact of Part A/MAI funds on improving access to quality care and treatment. In addition, proposed outcomes must facilitate the assessment of systemic and organizational performance, as well as any identified need for improvement.
- Evaluate the existing Ryan White system of care, including medical case management and system-wide standards of service, and identify problems in service delivery that impact the health status outcomes at both the client and system levels.
- Evaluate the quality and effectiveness of Part A/MAI-funded services and report to the County and the HIV/AIDS Partnership with recommendations on service policies, standards of care, and funding allocations.
- Assist the HIV/AIDS Partnership with the integration of quality management efforts in their HIV/AIDS Comprehensive Plan.
- Evaluate service costs in relation to the quality of service delivery and make recommendations to the HIV/AIDS Partnership and the County on appropriate reimbursement structures for specific services.

- Utilize the Service Delivery Information System (SDIS) to analyze the quality of services rendered by Part A/MAI providers and make recommendations to the HIV/AIDS Partnership and the County on system modifications and data collection.
- Assist the County, as needed, with monitoring activities pertaining to service providers' compliance with quality management and CQI requirements.
- Develop appropriate methodologies and conduct client record reviews for Part A/MAI-funded services, with concentration on medical case management, medical care, oral health care, substance abuse treatment, mental health therapy/counseling, and outreach services. Report findings to service providers, the HIV/AIDS Partnership, and the County.
- Provide follow-up technical assistance to service providers with identified need for quality management improvements. Coordinate technical assistance efforts with the County to ensure comprehensive assistance to funded agencies.
- Work with the County to establish performance benchmarks and/or thresholds and a corresponding accountability policy for providers with identified need for quality management improvement.

This component of the RFP requires extensive experience in quality management, research, data analysis, knowledge of health care administration, familiarity with the HIV system of care, and knowledge of current HIV/AIDS issues.

Allocation: The FY 2012 allocation for Quality Management services, the anticipated maximum amount of funds available in this RFP for Quality Management services (**Components #2 and #3**) for the twelve month Budget Period is **\$494,000 Part A and \$104,750 MAI**. (Please note that separate budgets and narrative budget justifications must be submitted for these two distinct funding streams).

3.0 RESPONSE REQUIREMENTS AND INSTRUCTIONS FOR PROPOSERS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

3.2 Instructions for Proposers

Proposals **MUST** address all of the topics in this section in the sequence outlined in the Proposal Submission Checklist (**Attachment 1**). Proposals **MUST** contain each of the listed documents below, fully completed, signed, and notarized where required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. Responses are to be concise and consist only of the answers to the questions posed. Extraneous material or information not requested should not be submitted. Do not exceed the specified page limitations. **All materials are to be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with standard margins and spacing. An un-bound, one-sided original and six (6) unbound copies (a total of 7) of the complete proposal must be received by Wednesday, August 31, 2011 by 4:00 pm.**

3.3 Contents of Proposal

To be scored and rated as being fully adequate, each proposal must include the following information:

A. **Proposal Title Page**

Include on the Proposal Title Page (**Attachment 2**) the services to be provided, the amount of funds being requested to provide these services, and the name/contact information for the contract coordinator or program liaison. The original copy of this form must be signed by an officer of the Proposer(s) who is legally authorized to enter into a contractual relationship in the name of the Proposer(s). The Proposer(s) must affix the proposing organization's corporate seal to the original copy of this document, and in the absence of a corporate seal this form must be notarized by a Notary Public. The original copy of the proposal should be clearly marked as such on the Proposal Title Page.

B. **Table of Contents**

The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal including the attachments must be clearly and consecutively numbered and keyed to the Table of Contents. Appendices can be numbered differently/separately from the narrative (e.g., A-1), however, each page should be numbered sequentially (e.g., A-1, A-2, A-3, etc.).

C. **Abstract for the Proposed Services**

The abstract(s) must include the **full, legal** name of the proposing organization; corporate/tax status of proposing organization (i.e., not-for-profit or for-profit); a brief description of the proposed service and a total budget request. (**Limit 1 page per proposed service component.**)

D. **Service Experience (Complete this section once in your agency's proposal and do not exceed 8 pages, not including forms and/or appendices.)**

1. Describe your organization's general history, including the date when the organization first started providing services. Identify the corporate/tax status of your organization (not-for-profit or for-profit). Include as **Appendix 1** documentation of corporate/tax status in the name of the proposing organization and subcontractors, if applicable. Describe the agency's achievements. State

- the full range of services that your organization currently provides and the populations served. If your organization is part of a multi-program organization, provide a description of the parent organization and its involvement in the on-going operation of your service programs.
2. Describe the staff's experience, including the length of time that key staff has provided the proposed service(s). Describe the organization's qualifications and accreditations reflecting the ability to manage and provide the services requested in this RFP. Include as **Appendix 2** an organizational chart showing all key personnel.
 3. Describe your organization's capabilities to respond to special client groups, such as persons with disabilities and special needs, including individuals with a lack of transportation resources. Describe your organization's cultural and linguistic capabilities.
 4. Submit, as **Appendix 3**, a complete copy of your organization's most current certified audit verifying that the agency is on sound financial footing and able to implement the funded service(s) on a reimbursement basis. Financial statements do not represent a complete audit. Therefore, if a certified audit is not available, financial statements and detailed plans to comply with contractual audit requirements **MUST** be submitted as part of the proposal. **PLEASE NOTE: THE AUDIT MUST ONLY BE INCLUDED WITH THE ORIGINAL PROPOSAL. DO NOT INCLUDE WITH PROPOSAL COPIES.**
 5. Explain your organization's system for safeguarding the confidentiality of clients and client records, including the organization's definition of confidentiality, policies regarding staff's compliance with confidentiality regulations and the organization's efforts to ensure staff's knowledge of confidentiality laws governing the protection of confidential information and privacy of service recipients.
 6. Explain your organization's policies regarding compassionate, courteous, and non-judgmental services to people living with HIV/AIDS, including a description of internal measures used to evaluate and maintain customer service practices and standards.
 7. Describe your organization's current grievance procedures, or those proposed to be established for these purposes. Indicate how your organization informs customers and other service providers of its grievance policies, and include, as **Appendix 4**, a copy of these policies.
 8. Explain how your organization involves people living with HIV/AIDS in its daily operations and decision-making processes.
 9. Include as part of your proposal a statement that ensures that your organization serves all clients without regard to race, color, religious background, ancestry, sex, age, national origin, and sexual orientation, medical or mental condition.
 10. Enclose, as **Appendix 5**, a current listing of the Board of Directors, Officers of the Organization, and Advisory Council Members; provide an ethnic/racial

breakdown of the Board members and of the organization's staff (paid or volunteer).

11. Describe any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposing organization, any of its employees or subcontractors (subconsultants) is or has been involved within the last three (3) years.
12. Explain how your organization will ensure that services provided under an agreement resulting from this RFP will not be impacted by matters of conflict of interest.

E. Proposed Service(s): Complete once for each proposed service and do not exceed 8 pages, not including forms and/or appendices.

Carefully review the service definition(s) included in **Section 2.0, SCOPE OF SERVICES**. In your response to this section, describe your proposed service addressing all requirements and restrictions listed in the definition of the service you propose to provide. **Proposers are reminded that no exceptions may be taken to any requirements specified in the service definitions.**

1. Describe your organization's past experience in providing the proposed service(s), including a description of funding received (i.e., other contracts, grants, etc.).
2. If your agency currently provides this service indicate the entity to which the service is being provided, level of staff providing the proposed service(s), the level of funding, and time period(s) of existing agreement.
3. Provide a description of your proposed service approach and the rationale underlying the approach to be taken in providing the service.
4. Provide a schedule of hours of operation for each proposed service and a list of sites where the work requested in this RFP will be conducted and available.
5. Indicate if staff required to provide the service(s) is currently on board or if recruitment will be necessary. Identify a staff person to serve as the Contract Coordinator or liaison; said individual will monitor the contract provisions and must be available to meet with the County's staff to review activities on an "as needed" basis.

NOTE: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal for each service category.

7. Describe and enclose as **Appendix 6** any licensure requirements and or accreditations that have been met by your organization and/or key members of your proposed project staff including any required licensure documentation for the principal liaison to the County.

8. Enclose as **Appendix 7** resumes and job descriptions, for all key professional staff who will be providing the proposed services, if applicable (**Approximately one page per person**).
9. Proposers are required to submit a detailed work plan for the proposed service(s). The work plan should describe the goals, objectives, activities, staff person(s) responsible for achieving the objectives, target activity/task start date, and target activity/task completion date. Objectives must be specific, measurable, and quantifiable (**Attachment 3**).

F. Line Item Budget and Proposed Cost Forms

1. Due to Federal requirements, the Proposer(s) must submit a categorical line item budget (**Attachment 4**) and narrative budget justification (**Attachment 5**) for each direct and indirect cost associated with the proposed service, using the object class categories listed below. A total dollar amount for indirect charges without a detailed breakdown on the budget form will not be accepted. Failure to submit the categorical budget with your proposal will **DISQUALIFY** your organization from further consideration by the Evaluation/Selection Committee for award of funds.

Object Class Categories - Personnel (salaries and fringe benefits), contractual expenses, supplies, travel, equipment, other direct costs, and indirect administrative charges. The line item budget should include all program related expenses for which funds are being requested.

A narrative budget justification must be included as part of this section, specifying how each line item is directly related and/or necessary to the provision of the proposed services. **Indirect/Administrative costs are capped at 10%**. Proposers are required to follow the budget limitations (not to exceed maximum available funds) established by the Miami-Dade HIV/AIDS Partnership as identified in this RFP under **Section 2.0, Scope of Services**.

H. Required Affidavits/Acknowledgments

Proposers MUST complete, sign as required, and submit the following documents as part of this RFP:

1. All Proposers must sign, submit as part of the application package, and notarize, if necessary, the following Forms: Form A-1 – Proposer Information; Form A-2 – Affidavit of Miami-Dade County Lobbyist Registration and Oral Presentation; Form A-3 – Acknowledgement of Addenda; Form A-4 – Local Business Preference; Form A-5 – Subcontractor/Supplier Listing; and Form A-6 – Fair Subcontracting Policies (**Attachment 6**). Included as **Attachment 7**, solely for proposer's information is the County's Vendor Registration Form Packet. This packet will need to be completed and submitted if the proposer has been selected for contract award.

3.4 PROPOSAL SUBMISSION REQUIREMENTS

All material is to be submitted on 8 1/2" x 11" paper, neatly typed on one side only with standard margins, line and character spacing (12 characters per inch). One original and six copies (a total of 7) are required (see Section 2.4). Appendices are required to be listed in the Table of Contents. The original Proposal Title Page (**Attachment 2**) must have an authorized signature and must be notarized. The original copy of the proposal must be clearly marked as such on the Proposal Title Page, containing original signatures, original corporate seal and/or Notary Public stamp. Additional copies of the proposal do not need to bear original signatures nor original stamps. Proposers shall include their complete return address on the outer envelope wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper for the **original and copies** of the proposal should be addressed as follows:

Proposer's Name, Address, and
Telephone Number

Miami-Dade County
Clerk of the Board of County Commissioners
Stephen P. Clark Center
111 N.W. 1st Street, 17th Floor, Suite 202
Miami, Florida 33128

RFP No. 0312
Staff Support and Quality Management Services

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

The evaluation of proposals and selection of award recommendations will be made during the evaluation/selection process. Proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager and comprised of appropriate County personnel from multiple departments and representatives of the community, as deemed necessary, with the appropriate experience and/or knowledge striving to ensure that the committee is balanced with regard to both ethnicity and gender.

The method of award will be based on a qualitative appraisal rating and ranking of responsiveness to RFP criteria, based on available point totals for each evaluation criteria and not on a percentage factor. The Evaluation/Selection Committee will evaluate and rank responsive proposals on the evaluation criteria listed below. The criteria are itemized with their respective weights for a **maximum of 100 points**. A proposer may receive the maximum points

or a portion of this score depending on the merit of its proposal, as determined by the Evaluation/Selection Committee.

After the qualitative appraisal, rating and ranking evaluation, the Committee may choose to conduct oral presentations from those Proposers ranked the highest. Upon completion of the oral presentation(s), if conducted, the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

Following the qualitative appraisal and oral presentations (if conducted), the Evaluation/Selection Committee will then report its findings as to relative merit and recommendation for contract award to the County Manager for their review and concurrence. The County Manager will then forward their recommendation to the Board of County Commissioners for their review and concurrence. The Mayor then has ten (10) days in which to make their final decision regarding whether he will exercise his veto authority.

A. EVALUATION CRITERIA

1. Organizational Longevity & Experience (25 points):

- Period of time that the proposing organization has been providing similar services [5 points].
- Documented organizational experience in the successful delivery of the services requested in this RFP **[10 points]**.
- Period of time that key supervisory and professional service staff has been providing services similar to those requested in this RFP, including services in the following areas **[10 points]**.
 - ✓ HIV/AIDS
 - ✓ Health and social service issues
 - ✓ Grant writing
 - ✓ Research design
 - ✓ Statistical analysis
 - ✓ Quality management
 - ✓ Development and implementation of training programs
 - ✓ Client record reviews
 - ✓ Website design and management
 - ✓ Other related areas

2. Program Plan and Quality Assurance (25 points):

- Proposed services are well planned and detailed and address all applicable requirements stated in Section 3.0, SCOPE OF SERVICES; the organizational structure is appropriate for effective delivery of the proposed service; and the organization's plan for addressing conflict of interest is explained in detail as required **[10 points]**.

- Fully described the nature and scope of services to be provided. Specific in describing, goals, objectives, timelines, and expected outcomes **[10 points]**.
- Proposing organization's mechanism for reviewing the quality of services, to detect deficiencies in service delivery, and to ensure remedies to identified service delivery problems is clearly described **[5 points]**.

3. Accessibility (15 points):

- Proposing organization's ability to plan and coordinate the logistics of Partnership activities (i.e., secure, convenient and appropriate meeting facilities) is clear and well-described **[5 points if applicable to proposed components of service]**.
- Proposing organization's ability to ensure that persons living with HIV/AIDS play an active role in the decision-making process of the Partnership is documented **[5 points]**.
- Proposing organization's provisions for participants with special needs (i.e. disabilities, language barriers, cultural barriers, and transportation barriers, etc.) is clearly described **[5 points or 10 points if first criterion under "Accessibility" is not applicable]**.

4. Administration and Cost (20 points):

- Line-item budget is complete, well documented, reasonable, follows the specified format, and is clearly justified - all direct and indirect costs are clearly identified and relate directly to the scope of work to be provided **[5 points]**.
- Proposing organization's costs, relative to those proposed by other programs providing similar services are deemed cost-effective **[5 points]**.
- Proposing organization's financial capability to undertake the proposed scope of work on a reimbursement basis of actual costs is described **[5 points]**.
- Proposing organization's ability to access/solicit donations for activities for persons living with HIV, meeting sites at no cost, and other in-kind contributions is detailed **[5 points]**.

5. Qualifications and Reflectiveness (10 points)

- Proposing organization's documented ability to manage and provide the proposed services is clear, concise, and appropriate **[5 points]**.
- Proposing organization's board and/or staff are reflective of the community **[5 points]**.

6. Compliance with RFP (5 points):

- Proposal's inclusion of all required elements without significant omissions or inconsistencies, following of the required format, and responsiveness to all

questions which have been posed [5 points].

4.3 Selection Factor

Not Applicable

4.4 Local Certified Service-Disabled Veteran's Business Enterprise Preference

Not Applicable

4.5 Local Preference

Not Applicable

4.6 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. In their sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4.7 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or

designee makes an award recommendation to the Miami-Dade Board of County Commissioners for final approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.8 Rights of Protest

A. A written intent to file an informal appeal shall be submitted to the Clerk of the Board and the Office of Grants Coordination within five (5) County workdays of the filing of the County Manager's recommendation. This five-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to appeal shall state the particular grounds on which it is based.

Please note: All appeals are limited to evidence that the County failed to follow the process outlined in this Request for Proposal.

B. The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to the Office of Grants Coordination within three (3) County workdays after the filing of a written intent to protest.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached (**Attachment 8**). It is highly recommended that you read this agreement in its entirety. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package (attached as **Attachment 7** for informational purposes only). Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet, must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete, and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, General Services Administration, Risk Management Office, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

C. Level of Effort and Funding

It should be clearly understood, that the services requested in this RFP are on an "as needed basis" and that the dollar values referred to in this RFP in no way constitute a guarantee of the level of effort that may be requested of the successful Proposer(s) or a guaranteed payment of the maximum amount payable.

D. Contracting Process

The successful Proposer(s) will be required to submit all documents necessary for contract development (i.e., revised budget and justification, scope of service, vendor application, insurance certificates, affidavits, work plan, etc.) within two weeks from receipt of written notice of contract award from the County.

F. FUNDING RESTRICTIONS

1. Proposers agree that funds received under the agreement shall be utilized to supplement, not supplant, state and local HIV/AIDS related funding or in-kind resources made available in the year for which this agreement is awarded to provide staff support and quality management services.
2. Funds shall not be used to:
 - a) Purchase or improve land, or to purchase, construct or make permanent improvement to any building.
 - b) Make direct payments to recipients of services (other than for allowable costs such as transportation, child care, lost wages due to attendance at meetings, etc.).
3. Proposers agree that all equipment and products purchased with grant funds should be American-made.

G. REIMBURSEMENT

The service provider must invoice Miami-Dade County for the service for which a contract has been awarded, on a monthly basis, on or before the twentieth day of each month following the month in which the service was delivered. Reimbursement shall be on the basis of hourly cost or line item budget, where applicable, with documentation of specific deliverables. Supporting documentation (time sheets, general ledgers, printing costs, etc) of actual costs incurred may be requested by the County at any time during the contract period. It is anticipated that the County will reimburse providers within four (4) to six (6) weeks from receipt of complete and error free invoices.

Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the County, by the twentieth day of each month following the month in which the service was delivered, shall deem the service provider in non-compliance with this covenant and, at the option of the County, the provider will forfeit its claim to any reimbursements for that specific month's reimbursement request, or the County may invoke the termination provision in the ensuing contract by giving five (5) days written notice of such action to be taken.

Any payment due to the provider may be withheld pending receipt and approval by the County of all reports and documents due from the service provider.

H. AWARD / BUDGET REDUCTION

If the Office of Grants Coordination determines, based on average monthly reimbursements, that a service provider is not spending at a rate that indicates it will expend its full allocation within the contract period, the dollar amount awarded to the service provider will be reduced accordingly. The County will notify the provider, in writing, of any reductions made to existing budgets.

I. CERTIFICATE OF STATUS

The successful Proposer must submit to Miami-Dade County, within one month from the date of contract execution, a Certificate of Status in the name of the service provider, which certifies the following: that the provider is organized under the laws of the State of Florida, the filing date, that all fees and penalties have been paid, that the service provider's most recent annual report has been filed, that its status is active, and that the provider has not filed Articles of Dissolution.

J. AUDIT

The successful Proposer must provide Miami-Dade County with annual, agency wide, audit reports performed by independent auditors covering each of the successful Proposer's fiscal years for which Ryan White Part A and/or MAI funds are awarded. Audits of government entities must comply with OMB Circular A-128, audits of non-government entities, hospitals, and institutions of higher education must comply with OMB Circular A-133, audits of for-profit organizations must comply with OMB Circular A-133 in combination with 48CFR, Subpart 31.

K. REPORTS

The Service Provider must submit any and all reports to the County for the service, for which a contract has been awarded, by the date(s) and time(s) to be specified at a later date. These reports will include, but are not limited to the following:

1. Work plan(s) and deviation notices
2. Monthly reimbursement requests to include a progress report on the implementation of each funded program
3. Special requests for additional information, as necessary, to comply with Federal and County requirements

All reports are subject to on-site verification and audit of provider records. Failure to submit any and all reports in a manner deemed acceptable by the County, by the date(s) and time(s) to be specified, shall deem the Provider in non-compliance with this covenant and the County will invoke the termination provision in the ensuing contract by giving five (5) days written notice of such action to be taken.

L. PROGRAM EVALUATION

Proposers also agree to participate in evaluation studies sponsored by the U.S. Health Resources and Services Administration (HRSA) and/or analysis carried out by or on behalf of the Miami-Dade HIV/AIDS Partnership to evaluate the effect of client service activities, or on the appropriateness and quality of services. This participation shall, at a minimum, include permitting right of access of staff involved in such efforts to the Proposer's premises and records. Furthermore, the Proposer(s) agree to participate in ongoing meetings or task forces aimed to increase, enhance and maintain coordination and collaboration among HIV/AIDS related health and support service providers.

M. SERVICE PROVIDER'S INTERNAL GRIEVANCE PROCEDURE

The service provider must establish internal grievance procedures and cooperate with the Miami-Dade HIV/AIDS Partnership and the County, in addressing all complaints and/or problems identified by clients and/or other care providers. The provider's internal grievance procedure must include, at a minimum, the following: provider's written response to the grievant and a meeting between the grievant and the organization's Executive Director, board member, or their designee. Grievances filed against the service provider must be submitted to the County upon receipt.

N. MIAMI-DADE HIV/AIDS PARTNERSHIP NOTICES

The service provider is required to post notices, in a timely manner, provided by the County regarding Miami-Dade HIV/AIDS Partnership and Miami-Dade County activities.

O. LICENSES

All licensed professionals, including those of any subcontractor, are required to have appropriate training and experience in the field in which they practice and to abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for their profession and to possess all required State of Florida licenses, as well as Miami-Dade County Occupational license(s). The provider is required to notify the County of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) days from the date said incident occurs.

P. RECAPTURE OF FUNDS

The County retains the right to recapture any funds disbursed to the provider to which the provider was not entitled. Upon written notice to the provider, the County shall have the right to withhold any payments under this agreement or seek reimbursement directly from the provider.

Q. DAMAGES

The provider shall be liable to the County for damages sustained by the County by virtue of any breach of the contract or any other agreement by the provider, and the County may withhold any payments due to the provider until such time as the exact amount of damages due to the County from the provider is determined and properly settled.

6.0 ATTACHMENTS

- Attachment 1: Proposal Submission Checklist
- Attachment 2: Proposal Title Page
- Attachment 3: Proposed Work Plan
- Attachment 4: Line Item Budget Form and Instructions
- Attachment 5: Narrative Budget Justification Instructions
- Attachment 6: Forms A1 through A6 (must be completed and submitted with original proposal)
- Attachment 7: Vendor Affidavit Form Packet (for informational purposes only)
- Attachment 8: Contract Shell Example (for informational purposes only)

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ATTACHMENT 1

PROPOSAL SUBMISSION CHECKLIST

**STAFF SUPPORT SERVICES FOR THE MIAMI-DADE HIV/AIDS PARTNERSHIP
AND QUALITY MANAGEMENT SERVICES FOR THE
RYAN WHITE PROGRAM
(RFP No. 0312)**

SECTIONS OF THE PROPOSAL		ATTACHMENT/ APPENDIX
A	Proposal Title Page	Attachment 2
B	Table of Contents	
C	Service Abstract (complete this section once for each proposed service)	
D	Service Experience (complete this section once)	
D1	Organizational History and Corporate/Tax Status	Appendix 1
D2	Staff Experience – Organizational Chart	Appendix 2
D3	Ability to Respond to Special Client Groups	-
D4	Certified Financial Audit Report (submit with ORIGINAL proposal ONLY)	Appendix 3
D5	Organization's Confidentiality Policies & Procedures	-
D6	Organization's Policies Regarding Compassionate & Courteous Services	-
D7	Organization's Grievance Policies & Procedures	Appendix 4
D8	Involvement of Persons Living with HIV/AIDS in the Organization's Decision-Making Process	-
D9	Organization's Non-Discrimination Policy Statement	-
D10	List of Board of Directors, Officers of the organization, and Advisory Council Members and ethnic breakdown of Board and Staff (Professional or Volunteer)	Appendix 5
D11	Description of Prior or Pending Litigation	-
D12	Conflict of Interest	

ATTACHMENT 1

E	Proposed Service *		
E1		Organization's <u>Past</u> Experience in Providing Proposed Service	-
E2		Organization's <u>Current</u> Experience in Providing Proposed Service & Funding Source Summary Form	-
E4		Description of Proposed Service	-
E5		Scheduled hours of operation and locations	-
E6		Staff Availability & Name of Contract Coordinator	-
E7		Organization and Staff Licenses	Appendix 6
E8		Resumes & Job Descriptions	Appendix 7
E9		Work Plan Form	Attachment 3
F	Line Item Budget & Proposed Cost Forms *		
F1		Detailed Line Item Budget with Narrative Justification	Attach. 4 & 5
G	Required Affidavits/Acknowledgments		
G1		Proposer Information	Form A1
G2		Miami-Dade County Lobbyists Registration for Oral Presentation	Form A2
G3		Acknowledgement of Addenda	Form A3
G4		Local Business Preference	Form A4
G5		Proposer's Disclosure of Subcontractors and Suppliers Form	Form A5
G6		Proposer's Disclosure of Fair Subcontracting Policies	Form A6

*** Complete this section once for each proposed service.**

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John May - 1870

**RYAN WHITE
PROPOSAL TITLE PAGE
STAFF SUPPORT SERVICES FOR THE MIAMI-DADE HIV/AIDS PARTNERSHIP
AND QUALITY MANAGEMENT SERVICES FOR THE RYAN WHITE PROGRAM
RFP NO. 0312**

Full, Legal Name of Organization	Local Address of Organization

Contact Person - (Liaison)	Contact Person - Address

Contact Person - Phone Number	Contact Person - Fax Number

Contact Person - E-Mail Address	Federal Employer Identification Number

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

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

Authorized Signature	Typed Name	Title	Date

Corporate Seal

OR

Sworn to and subscribed before me
this day of , 2011.

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at Large

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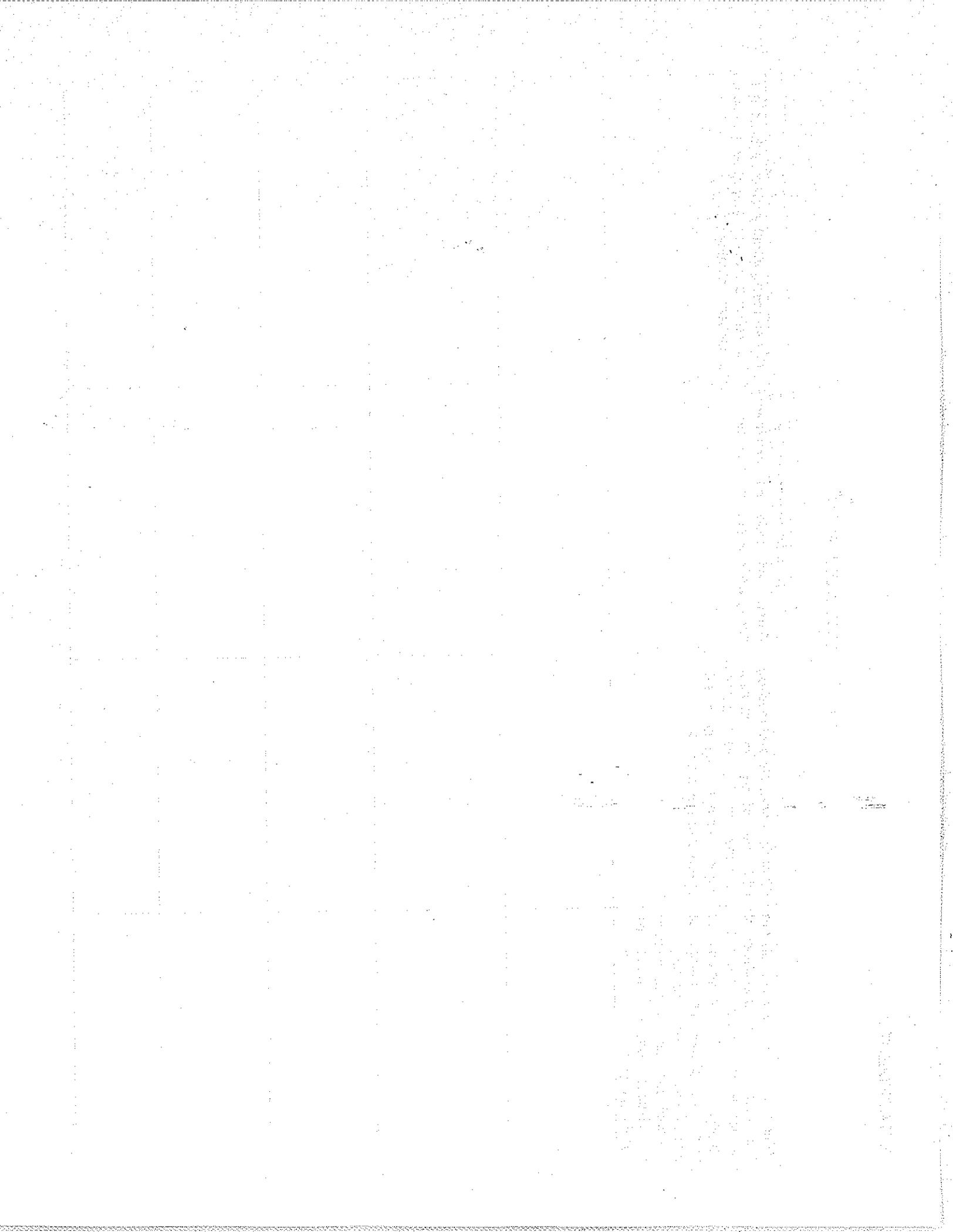
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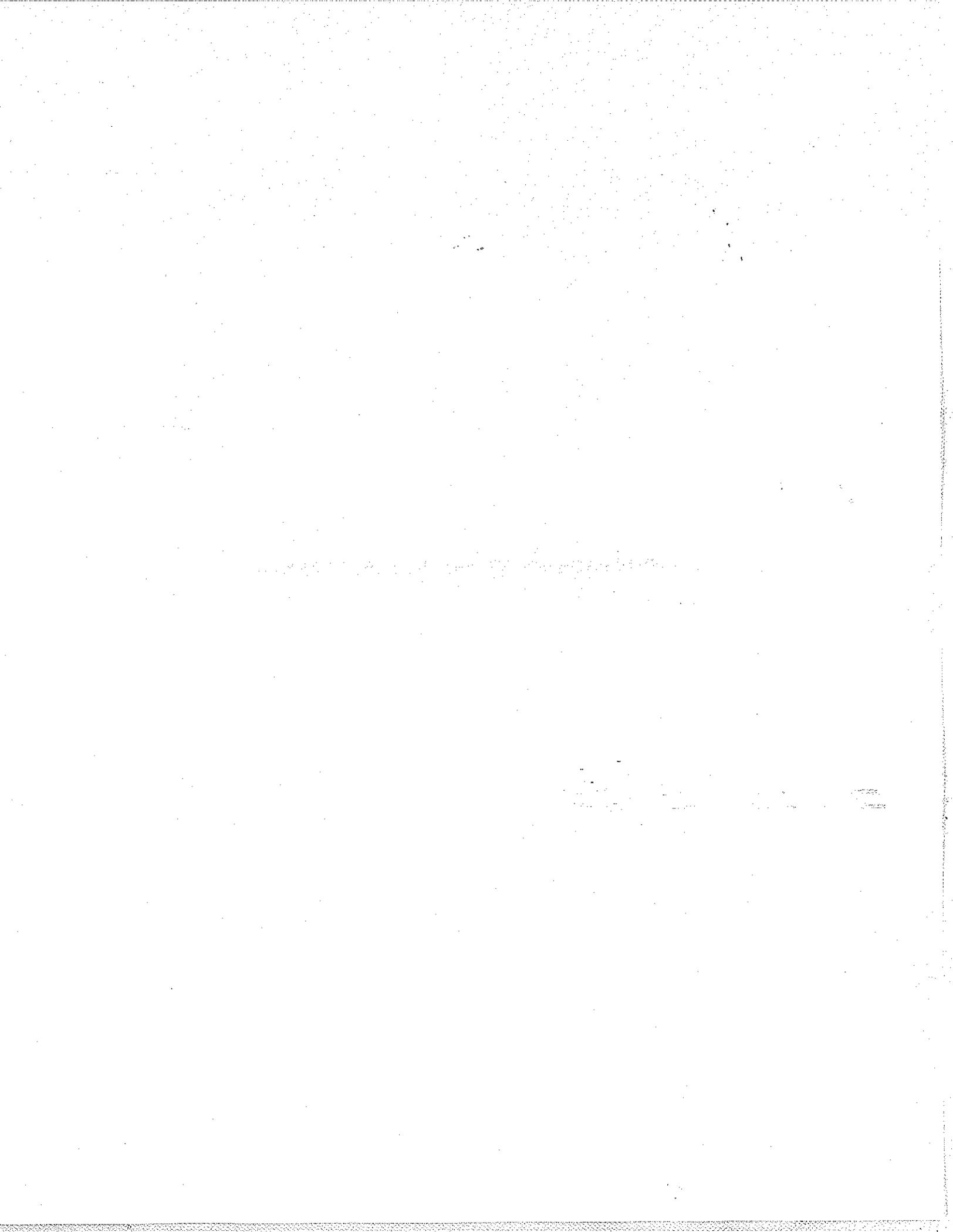
THE UNIVERSITY OF CHICAGO

RFP No. 0312 WORKPLAN

<p>What are the outputs? Outputs are the direct products and evidence of service delivery and the work of the program, including the volume of work accomplished (i.e., number of individuals served; quantity of material services offered; number of classes offered, brochures distributed, etc.)</p>	<p>What data sources and methods will be used to measure outcomes and outputs (e.g., self-report surveys, sign-in sheets, observations by staff, etc.)</p>	<p>Data Sources and Methods When will data be collected? (every week, at program end, etc.)</p>	<p>Whose responsibility will it be to collect and report the data? (e.g., staff position, consultant, volunteer, etc.)</p>



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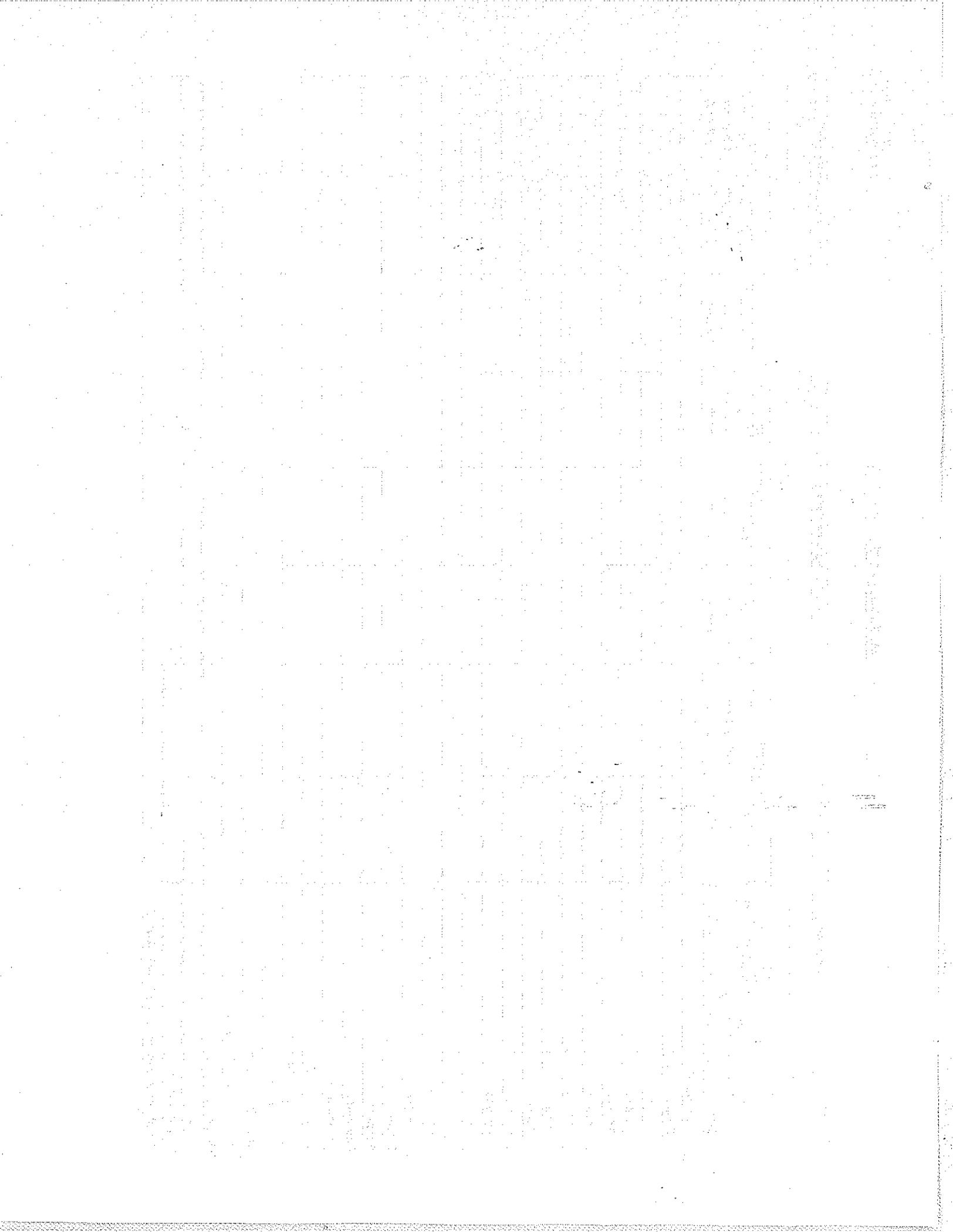


LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
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Object/Class/Category	Ryan White		Other Funding			General Oper./ Private	Total Cost For Budget Period	Percent Charged to Part A
	Part A Service Costs	Part A Indirect/Admin. Costs*	Other Part A / MAI Funds	All Other Federal Funds	City and/or State			
Personnel								
1. Position								
Fringes								
2. Position								
Fringes								
3. Position								
Fringes								
4. Position								
Fringes								
5. Position								
Fringes								
6. Position								
Fringes								
7. Position								
Fringes								
Travel								
Supplies								
Equipment								
Contractual:								
Other Direct Costs:								
Other Direct Costs:								
Other Direct Costs:								
Other Direct Costs:								
Other Indirect Costs:								
Other Indirect Costs:								
TOTAL								
TOTAL AWARD								

*Total not to exceed 10% of Total Award



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**Instructions for Completing
Line Item Budget Form
ATTACHMENT 5**

1. In the box titled "**Organization**," please indicate the full legal name of the organization.
2. In the box titled "**Service Category**," please indicate the name of the service category that the organization will provide with funding under the Ryan White Program. **NOTE: A separate line item budget form is required for service categories that have both Part A and Minority AIDS Initiative (MAI) funding.**
3. In the box titled "**Budget Period**," please indicate the time period as **March 1, 2011 through February 29, 2012**, the time during which the organization will allocate funds to provide the service identified above.
4. In the spaces provided under the column labeled "**Object Class Categories**," first, list all direct service personnel and fringe benefits for each proposed position. Next, list all indirect/administrative personnel and their fringe benefits. For all staff listed, indicate their position title, first initial (at a minimum), last name, and the percent at which the fringe benefits are calculated. Then, in the following order, list travel for direct service personnel, direct service supplies, direct service equipment, contractual direct services, and any other direct costs (please see below for more information regarding allowable direct costs).
5. In the column labeled "**Part A (or MAI) Service Costs**," please indicate, for this service category only, the amount for each line item to be funded by Part A (or MAI) as a direct cost.
6. In the column labeled "**Part A (or MAI) Indirect/Admin. Costs**," please indicate the amount of indirect/overhead/administrative costs covered by Part A (or MAI) for each applicable line item (i.e., personnel, travel, supplies, equipment, or other indirect line item, etc.), for this service category only. The total amount of these costs under the column labeled "Part A (or MAI) Indirect/Admin. Costs" cannot exceed 10% of the total award. For example, if the total amount of funds being requested is \$10,000, then the total for the "Part A Indirect/Admin. Costs" column may not exceed \$1,000 (10% of the \$10,000 award). **Due to Federal requirements, a detailed breakdown of individual indirect/administrative expenses is required; except for agencies with a Federally approved indirect cost rate, in which case a copy of the "Federal Indirect Cost Rate Agreement" must be included as part of the organization's submission. The 10% indirect/administrative cap also applies to those organizations that have a Federally-approved indirect cost rate.**
7. In the columns to the right labeled "**Other Funding**", indicate all other funding sources which are expected to support the budgeted line items (i.e., Other Ryan White Part A / MAI, Part B, Part C, etc.; HOPWA; local government funding; state funding; other federal funding; fees; contributions; general operating/private funds; etc.), where appropriate. Where the time periods overlap, if any line item under any other Part A or MAI-funded service category (i.e., same line item on other Part A or MAI budgets) is also listed under this budget, your organization must include this contribution as "Other Part A / MAI" funds. For all other funding, be sure to calculate (prorate) the contribution from other sources based on the time period indicated on this budget in Item #3 above.
8. In the last two columns, for this service category only, indicate the **total cost to your organization** for each line item for the budget period indicated. Then calculate and insert **the percentage** of each line item to be charged to Ryan White Part A (or MAI) (i.e., for each direct service line item, the percent charged to Part A (or MAI), for this service category only, equals the amount listed as a "**Part A (or MAI) Service Cost**" divided by the amount identified as the "**Total Cost for Budget Period**". Similarly, for indirect line items, the percent charged to Part A (or MAI), for this service category only, equals the amount listed as a "Part A (or MAI) Indirect/Admin. Costs" divided by the amount identified as the "Total Cost for Budget Period." If a line item has both a Part A (or MAI) direct and indirect allocation, add these amounts together then divide them by the total cost to your organization to get the total percent charged to Part A (or MAI) under this budget.
9. Indicate the Total for each column in the appropriate space provided.
10. Indicate the Total Award from Part A (or MAI) under this service category in the space provided (i.e., the sum of "Part A (or MAI) Service Costs" and "Part A (or MAI) Indirect/Admin. Costs" columns).

**NOTE: FOR A LISTING OF ALLOWABLE DIRECT COSTS BY SERVICE CATEGORY,
PLEASE SEE THE RELATED BUDGET JUSTIFICATION INSTRUCTIONS.**

**ATTACHMENT 5
RYAN WHITE PART A PROGRAM
INSTRUCTIONS FOR
PREPARING A BUDGET JUSTIFICATION**

A budget justification (narrative) must be submitted along with **each** categorical (line item) budget explaining the association of each expenditure to a Part A or Minority AIDS Initiative (MAI) service program in relation to the service provider's total expenditures. Budget justifications must be specific, concise, and reflective of the budget period. **NOTE: A separate line item budget form is required for service categories that have both Part A and MAI funding.** The following guidelines must be followed when preparing a budget justification:

- **IMPORTANT: Please be advised, due to Federal requirements all costs (direct and indirect) must be presented on the budget form using the standard line item categories of personnel, fringe benefits, supplies, equipment and other. In addition, the budget narrative must include a justification for each line item. A total dollar amount for indirect charges without a detailed breakdown of individual expenses will not be accepted.** In general, the percentage charged to Part A or MAI for any individual indirect cost may not exceed the percentage of clients, in relation to your organization's total HIV/AIDS client population, who receive the specific service for which the Part A or MAI budget is being presented.

For example, ABC Organization provides services to a total of 500 clients who are HIV+ or have AIDS, regardless of the funding source. Approximately 100 (20%) of these clients are enrolled in the Part A medical case management program. Therefore, the percentage of individual indirect costs charged to Part A (i.e., last column at the end of the row for each line item) under the medical case management budget should not exceed 20%, unless otherwise properly justified and approved by the County. However, the total amount of all indirect costs (i.e., in the Part A Administrative Cost column) may not exceed 10%. **Indirect expenses that do not conform to this standard policy will be reviewed in relation to their corresponding justification and adjusted, if necessary, during the contract negotiation process.**

Budget Period

- The **budget period** must be consistent with the requested budget amount(s) indicated in the organization's corresponding line item budget form. All budgets must reflect a 12-month contract period (March 1, 2011 through February 29, 2012). Agencies should not budget with the expectation that other Part A or MAI funds will become available through reallocation processes (sweeps) during the year to sustain budgeted costs through the end of the contract period. In other words, if the provider's expenses are not properly covered with the total Part A and MAI contract awards, if applicable, and no other state, federal, and/or local resources are available to support these costs, then the provider should eliminate and/or reduce expenses to ensure that the program is operating in accordance with its current funding level and not in a deficit.

Direct costs

- Direct costs are those that can be associated with the provision of services directly to the client. Direct service personnel are those who actually provide service to eligible clients. Personnel who complete paperwork for billing and record keeping purposes (with the exception of case managers) are not considered direct costs. Similarly, administrative personnel are not considered direct costs. With sufficient documentation and County approval, some supervisory staff may be considered a direct cost.
- Other allowable direct costs are those items or services that are utilized by direct service personnel or by the clients directly.
- In the **opening paragraph of the Budget Justification**, each budget justification should include, as an introductory statement, your organization's total HIV/AIDS client population and the percentage of clients who will receive a particular Part A (or MAI)-funded service [e.g., service provider anticipates serving a total of 1,000 clients who are HIV+ or have AIDS in all of its programs; 250 (25%) of these clients will receive Part A medical case management services during the 12-month budget period], as applicable to justify the percentages charged to the Ryan White Program. At a minimum, the number of clients to be served in the Ryan White Program-funded service category must be identified in the opening paragraph of the budget justification. This number of clients must match the total number of clients to be served as indicated on the price forms.
- **Direct Service Personnel** expenditures must be explained by including a brief description of the role of identified staff in the provision of Part A (or MAI) services and the percentage of their salary charged to the Part A (or MAI) budget. Service providers must justify the percentage charged to Part A (or MAI) by indicating the amount of time individual staff members contribute to the Part A (or MAI) program. For hourly or per diem employees, the rate per hour and/or per day must be indicated, as well as the number of hours of work per day/week/month. The methodology utilized by the service provider to arrive at the amount and percentages charged to Part A (or MAI) must be clearly explained.
- A breakdown of **fringe benefits** components (including the overall fringe benefit percentage) for each direct service position must be included as part of the justification for each position.
- **Travel (local only)** is only allowable for direct service staff and the reasons for travel must be explained and justified. The number of miles and cost per mile must also be indicated. The maximum charge per mile as per Miami-Dade County regulations is currently \$0.51 per mile. **Therefore, at this time, providers may negotiate a travel rate up to but not exceeding \$0.51 per mile.** The methodology utilized by the service provider to arrive at the amount and percentages charged to Part A (or MAI) must be clearly explained. The rate is subject to change when adopted by the County, and a notice is issued by the Office of Strategic Business Management.
- **Supplies** are allowable only for the direct provision of services under the proposed program. These costs must be described in detail and the amounts, percentages, and need for each cost must be justified. If necessary, these supplies may be listed as separate line items in the rows labeled "other direct costs." If separately listing the supply item, please clearly and briefly list the name or type of supply (e.g., Other Direct Costs: Paper). The methodology utilized by the service provider to arrive at the amount and percentages charged to Part A (or MAI) must be clearly explained.

- **Equipment** is allowable if it is utilized in the direct provision of services under the proposed program. The type of equipment must be listed and its use for the Part A (or MAI) Program must be described and justified. The methodology utilized by the service provider to arrive at the amount and percentages charged to Part A (or MAI) must be clearly explained. An inventory of equipment purchases that are >\$1,000 per individual item must be maintained by the service provider and reported annually to the Miami-Dade County Office of Grants Coordination.
- **Contractual** services such as contracted medical providers, therapists/counselors, record reviewers, trainers, etc., must include a description of the service to be provided in context of the corresponding service category. Contractual line items must include details of the payment structure: a description of hourly rates and number of hours, per visit charges, procedure costs, etc. All contractual line items require a subcontract agreement and prior approval from the Miami-Dade County Office of Grants Coordination/Ryan White Program.
- **Generic line items, such as "Miscellaneous", will not be accepted.** Each line item must be clearly identified and adequately justified. If a line item is composed of several related costs, each cost must be itemized separately as part of the justification for that item.
- **Other costs may be considered as direct if they are justified properly and approved by Miami-Dade County.** The item's relation to the direct provision of Part A (or MAI) services must be described as well as the methodology utilized by the service provider to arrive at the amount and percentages charged to the Part A (or MAI) Program.

Indirect/Administrative Costs

- Expenses included in the "**Indirect/Administrative Cost**" category **must be individually listed in the budget justification.** Do not lump personnel costs by department. Please indicate the amount of indirect/overhead/ administrative costs covered by the Part A (or MAI) Program for each applicable line item (i.e., personnel, travel, supplies, equipment, etc.).
- Providers will be allowed to request any amount up to 10% of the Total Award for each service category to cover administrative and/or indirect costs.
- Indirect/Administrative costs must be specified under the "Part A (or MAI) Indirect/Administrative Costs" column utilizing the aforementioned objects class categories.
- **IMPORTANT: Due to Federal requirements, a detailed breakdown of all indirect costs must be included on the budget form (except for agencies with a Federally approved indirect cost rate, in which case a copy of the "Federal Indirect Cost Rate Agreement" must be included as part of this submission). However, the 10% indirect/administrative cap imposed by the Ryan White Program applies to those organizations that have a Federally-approved indirect cost rate as well.**

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THE UNIVERSITY OF CHICAGO

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (Explain): _____		
IF CORPORATION,		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
CRIMINAL CONVICTION DISCLOSURE:		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
<input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
PROPOSER'S AUTHORIZED SIGNATURE		
The undersigned hereby certified that this proposal is submitted in response to this solicitation.		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____

(2) Department: _____

(3) Proposer's Name: _____

Address: _____ Zip: _____

Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
by _____, a _____, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced _____ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank) (Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201__

Addendum #2, Dated _____, 201__

Addendum #3, Dated _____, 201__

Addendum #4, Dated _____, 201__

Addendum #5, Dated _____, 201__

Addendum #6, Dated _____, 201__

Addendum #7, Dated _____, 201__

Addendum #8, Dated _____, 201__

Addendum #9, Dated _____, 201__

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

**FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the 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.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

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

Signature of Proposer's
Authorized Representative

Print Name

Print Title

Date

**FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)**

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

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

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYS 441

LECTURE 10: QUANTUM MECHANICS

PROFESSOR JOHN HENNING

WINTER 2011

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THE UNIVERSITY OF CHICAGO



Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management Vendor Assistance Unit

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

Telephone: 305-375-5773 Fax No: 305-375-5409

www.miamidade.gov/dpm

Complete the Vendor Affidavits Form to update affidavits previously submitted with the Vendor Registration Package. It is the vendor's responsibility, to keep all affidavit information current, complete and accurate, by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

Please enter your Federal Employee Identification Number (FEIN) or your Social Security Number (SSN).

F.E.I.N. _____

S.S.N. _____

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

Doing Business As (If same as above, leave blank)

Street Address (Post Office addresses are not acceptable)

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

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

- a. Firms registered to do business with Miami-Dade County must fully disclose their legal name, physical address and ownership. Publicly traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered.

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). (Duplicate page if needed for additional names).

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

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

- b. Provide the full legal names and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County (Post Office addresses are not acceptable). If "None", please indicate in space below:

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No _____
2. Does your firm provide paid health care benefits for its employees? Yes _____ No _____
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White	Black	Hispanic	Other
Males _____	Males _____	Males _____	Males _____
Females _____	Females _____	Females _____	Females _____

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

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.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

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.

I further affirm that this firm complies with Section 2-8.1, which requires that no individual or entity that is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

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.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

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.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

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.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

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.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in the Miami-Dade County Vendor Affidavits 1 - 10, pages 5 through 8 of this Vendor Registration Package.

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 Assistance Unit, immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant)

(Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public - State of: _____

State

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____ 20____

by _____ He or she is personally known to me Or has produced identification

Type of Identification Produced _____

Signature of Notary Public

(Serial Number)

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

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**ATTACHMENT 8 (FYI ONLY)
FY 2011 Part A/MAI Continuation Contract
(Staff Support & Quality Management)**

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2011 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and XXXXXXXXXXXXXXXX located in _____, Florida, hereinafter referred to as the "SERVICE PROVIDER," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SERVICE PROVIDER shall provide contracted staff support services for the Miami-Dade HIV/AIDS Partnership, and quality management services for the Ryan White Part A and Minority AIDS Initiative (MAI) Programs, including a training program for direct service personnel.

WITNESSETH

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

WHEREAS, the COUNTY as grantee for the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), is authorized to purchase said services for contracted staff support services for the Miami-Dade HIV/AIDS Partnership and quality management services for the Ryan White Part A and MAI Program, including a training program for direct service personnel; and

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

WHEREAS, on March 24, 2006, the County issued Request for Proposal No. 0706; and

WHEREAS, on May 9, 2006, the County Manager formally approved the award of this continuation Contract to SERVICE PROVIDER; and

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

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

Article I
Definitions

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

- a) "Approved Payment Plan" shall mean a written agreement between the County and the SERVICE PROVIDER setting forth a repayment schedule that, by the end of the term of the approved payment plan, satisfies all of the SERVICE PROVIDER's arrearage to the COUNTY. Such a plan may include principal and interest payments, abatements, discounts, or any other financial terms and conditions available to the parties under the appropriate contracting authority.
- b) "Arrears or Arrearage" shall mean any delinquent amounts owed by the SERVICE PROVIDER under any contract, final non-appealable judgment or lien with the COUNTY.
- c) "Client Identification System (CIS) number" shall mean a unique identifier assigned by the Service Delivery Information System to each recipient of Ryan White Part A and MAI Program services in Miami-Dade County in order to track the client's participation in the Ryan White Program system of care.
- d) "Client" shall mean program-eligible individual as further defined in item "(q)" below.
- e) "Contract" or "Contract Documents" or "Agreement" shall mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), Service Provider's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.
- f) "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.
- g) "County" shall mean Miami-Dade County, its agents, employees and instrumentalities, including but not limited to the Office of Grants Coordination (OGC).
- h) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.
- i) "Deliverables" shall mean all work performed under this Agreement, including documentation and any items of any nature submitted by the SERVICE PROVIDER to the County's Program Director (i.e., Assistant Director of the Office of Grants Coordination) for review and approval pursuant to the terms of this Agreement.
- j) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Ryan White Program Director (i.e., Assistant Director of the Office of 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.

- k) "Document" or "Documents" shall mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate document.
- l) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds \$25,000 and has been delinquent for greater than 180 days.
- m) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.
- n) "Minority" shall mean a person that defines themselves as coming from one of the following racial/ethnic groups: Black/African American (including but not limited to Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group.
- o) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.
- p) "Program Director" shall mean Assistant Director of Miami-Dade County's Office of Grants Coordination - Ryan White Program, or the duly authorized representative designated to manage or assist in management of this Agreement.
- q) "Program-eligible individuals, persons, service recipients, clients" shall mean clients who meet the requirements of being HIV+, residing permanently in Miami-Dade County, and having a gross household income not to exceed the indicated Federal Poverty Level guideline per service category will be eligible for Part A Program-funded services; and minority clients who meet the aforementioned requirements will be eligible to receive Minority AIDS Initiative (MAI) Program-funded services.
- r) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SERVICE PROVIDER.

- s) "Service Delivery Information System (SDIS)" shall mean the electronic system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program system of care.
- t) "Service Provider" shall mean the agency or organization contracted with the COUNTY to provide all services and tasks described or referenced in this Agreement.
- u) "Service Provider's Budget" shall mean the documents attached hereto as Exhibit B, which details the allowable direct and indirect/administrative costs that will be funded by the Part A and MAI Programs under this Agreement.
- v) "Sub-contractor" shall mean any person, entity, firm or corporation, other than the employees of the SERVICE PROVIDER, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SERVICE PROVIDER and whether or not in privity of Agreement with the SERVICE PROVIDER.
- w) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1 of this Agreement.
- x) "The United States Department of Health and Human Services" shall mean the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).
- y) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SERVICE PROVIDER in accordance with the provisions of this Agreement.

Article II
Responsibilities of the Service Provider

- 2.1 The SERVICE PROVIDER, by and through its agents, assigned representatives and sub-contractors agrees:
 - A. To provide the planned or proposed services described in the SERVICE PROVIDER'S Scope of Service(s) (Exhibit A) and the SERVICE PROVIDER'S Budget(s) (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SERVICE PROVIDER's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget, narrative budget justification and price form(s) or, where applicable, a price list. The COUNTY reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established Ryan White Program requirements and limitations.
 - B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as Part A services shall be provided to program-eligible persons living with HIV or AIDS who permanently reside in Miami-Dade County as further defined in Exhibits A and B of this Agreement. In addition to the before-mentioned residency requirement, services designated as MAI services

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

- C. To adhere to the work schedule listed in the attached Scope of Services (Exhibit A), unless modified by written agreement with the COUNTY.
- D. To provide such support and planning and policy advice as is requested by the Miami-Dade HIV/AIDS Partnership, the Partnership Chair, the Partnership Chair-Elect, or the County Mayor or Mayor's designee, and to be available as needed to provide staff support at meetings of the Miami-Dade HIV/AIDS Partnership and its committees.
- E. To submit to the COUNTY, within thirty (30) days of contract execution, a Certificate of Status dated within the calendar year of the contract in the name of the SERVICE PROVIDER which certifies the following: that the SERVICE PROVIDER is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SERVICE PROVIDER'S most recent annual report has been filed, that the status of the SERVICE PROVIDER is active, and that the SERVICE PROVIDER has not filed Articles of Dissolution or a Certificate of Withdrawal.
- F. To require all licensed professionals, including those of any sub-contractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses. In addition, the SERVICE PROVIDER must maintain "active" vendor status with Miami-Dade County's Local Business Tax Receipt (formerly Occupational License). Ignorance on the part of the SERVICE PROVIDER shall in no way relieve it from any of its responsibilities in this regard. The SERVICE PROVIDER shall submit to the COUNTY, within thirty (30) days of contract execution, copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) days from the date said incident occurs. The SERVICE PROVIDER'S failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.
- G. To make available the personnel identified by the SERVICE PROVIDER in its response to the COUNTY'S corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), 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 ten (10) business days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or sub-contractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement. All personnel shall be considered to be, at all times, the sole employees of the SERVICE

PROVIDER under its sole direction, and not employees or agents of the COUNTY.

- H. To provide optimal continuity of services 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.
- I. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.
- J. To keep records of services provided and staff time involved; and to prepare and provide, in a timely manner, any and all reports that may be requested by the COUNTY, on an "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable County, State of Florida, and Federal requirements and to verify billings to the COUNTY.
- K. To make available all books, records and electronic files, including but not limited to scanned documents, as they relate to this Agreement for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion. Access to program records must be given to the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than seventy-two (72) hours after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the SERVICE PROVIDER for at least five (5) years following the expiration of the Agreement, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period.
- L. 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.
- M. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SERVICE PROVIDER or any firm, corporation, partnership or joint venture in which the SERVICE PROVIDER has a controlling financial interest in order to secure repayment of any loan made to the SERVICE PROVIDER by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (J) and (K); Article VII, Sections 7.1 through 7.5, and Article VIII, Sections 8.1 through 8.3 was not reimbursable.
- N. Not to enter into sub-contracts, employee leasing contracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the COUNTY.

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

Before entering into any sub-contract hereunder, the SERVICE PROVIDER will inform the sub-contractor 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 sub-contractor will strictly comply with all requirements of this Agreement and a copy of the Agreement must be included as an Exhibit in the sub-contractor's agreement with the Provider.

In order to qualify as a sub-contractor satisfactory to the COUNTY, in addition to the other requirements herein provided, the sub-contractor 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 Service(s) in a satisfactory manner. To be considered skilled and experienced, the sub-contractor must be prepared to show to the satisfaction of the COUNTY that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

- O. Not to discriminate on the basis of race, sex, religion, color, age, marital status, national origin, disability/handicap or sexual orientation 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.
- P. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- Q. To comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. §1368) Executive Order 11738, and the Environmental Protection Agency regulations (40 C.F.R. part 15) (applies to contract awards in excess of \$100,000.00)].
- R. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in

compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- S. To comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (applies to contract awards in excess of \$100,000.00). The SERVICE PROVIDER shall certify to the COUNTY it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The SERVICE PROVIDER shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- T. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement) and the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement).
- U. To comply with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SERVICE PROVIDER.
- V. To comply with all the requirements of the Americans with Disabilities Act (ADA), 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, regulations, and Executive Orders. In this regard, the SERVICE PROVIDER shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SERVICE PROVIDER shall provide program accessibility and effective communication for service recipients and employees. The SERVICE PROVIDER shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, Disability Rights Section – NYAV, Washington, D.C. 20530, within 180 days of the date of discrimination. A copy of such complaint must also be filed with Theresa Fiaño, Assistant Director, Miami-Dade County Office of Grants Coordination, Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit must be completed and on file with the COUNTY within thirty (30) days of contract execution. The SERVICE PROVIDER must be in full compliance with the laws referenced within the affidavit. The SERVICE PROVIDER'S failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XVII of this Agreement.

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

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- (2) Confidential records are not removed from the SERVICE PROVIDER'S premises, unless otherwise authorized by law or upon written consent from the COUNTY;
- (3) Access to confidential information is restricted to authorized personnel of the SERVICE PROVIDER, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General;
- (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. Original documents must remain on file at the originating provider site;
- (7) 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 confidentiality laws, regulations, and policies;
- (8) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Program Service Delivery Information System (SDIS) are established; and
- (9) 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 submit any written policies and procedures, reports or forms, to be used by Part A and MAI-funded providers, to the COUNTY for its written approval prior to the distribution of these documents.

Y. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records

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

- (1) Use of information only for performing services required under 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 sub-contractors agree to the same restrictions and conditions that apply to the SERVICE PROVIDER and reasonable assurances that IIHI/PHI will be held confidential;
- (5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;
- (6) Making PHI available to 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 for an accounting of disclosures; and
- (7) Making internal practices, books and records related to PHI available to the COUNTY or its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, or electronic transfer of data). The SERVICE PROVIDER must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with Protected Health Information and must post and distribute the COUNTY's Notice of Privacy Practices to Ryan White Program Part A and MAI clients.

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

be expected to identify problems in service delivery and business operations that may impact the health status of program-eligible HIV+ clients served under this Agreement.

- AA. To conduct quality management audit processes that include record reviews, as a part of the COUNTY'S Performance Improvement Plan for Ryan White Program-funded services. All audits shall be conducted onsite. The SERVICE PROVIDER is also required to conduct additional quality management activities such as technical assistance or training to address any deficiencies identified during the review or audit process. The SERVICE PROVIDER will also collaborate with the COUNTY and the Miami-Dade HIV/AIDS Partnership in the development of outcome measures for applicable service categories.
- BB. To participate in or conduct on-going technical assistance meetings, provider forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.
- CC. To notify the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of Service(s) (Exhibit A). Written notification must include the nature of the changes, actions taken by the SERVICE PROVIDER toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an impact on service delivery or client access to services funded under this Agreement.
- DD. To ensure that the SERVICE PROVIDER'S Board of Directors is apprised of the programmatic, fiscal, administrative, and agreement obligations of the Ryan White Program, the Board of Directors must pass a formal resolution authorizing execution of the Ryan White Program Professional Services Agreement for Part A and MAI-funded services with the COUNTY. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SERVICE PROVIDER, and reference the service categories and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution.
- EE. Awards under this Agreement are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104); which includes provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient. Additional information can be found at the following HRSA website: <http://www.hrsa.gov/grants/trafficking.htm>.
- FF. **Disaster Plan/Continuity of Operations Plan (COOP).** The SERVICE PROVIDER shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or County requirement applicable to the SERVICE PROVIDER. Any revisions or updates to the

previously submitted Disaster Plan/COOP must be submitted to the OGC within sixty (60) days of contract execution and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site. The COOP and its updates are also subject to review by the COUNTY during monitoring site visits.

GG. The SERVICE PROVIDER agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; 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 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the SERVICE PROVIDER must submit an affidavit attesting that it is not in violation of the Acts. If the SERVICE PROVIDER or any owner, subsidiary, or other firm affiliated with or related to the SERVICE PROVIDER is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the SERVICE PROVIDER.

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

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

HH. To comply with the Federal Funding Accountability and Transparency Act of 2006 and subsequent 2008 amendments, which require the following, as further detailed in Article VII, Section 7.1 (J) of this Agreement:

1. Information disclosure by entities receiving Federal funding through Federal awards such as Federal contracts and their sub-contracts and Federal grants and their sub-grants.
2. Disclosure of executive compensation for certain entities
3. Use of an established, publicly available, searchable website that contains information about each Federal award

- II. Background Screening. Where applicable, the SERVICE PROVIDER agrees to comply with all applicable state, federal and local laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. The SERVICE PROVIDER'S failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

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

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

1. "Vulnerable person" means a minor as defined in s.1.01 or a vulnerable adult as defined in s.415.102 of the Florida Statutes.
2. "Minor" includes any person who has not attained the age of 18 years.
3. "Vulnerable adult" means a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to a mental, emotional, sensory, long-term physical, or developmental disability or dysfunction, or brain damage, or the infirmities of aging.

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

The SERVICE PROVIDER agrees to ensure that employees and subcontracted personnel work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. The SERVICE PROVIDER shall furnish the County with proof that employees and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended time to time.

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

Article III
Authority of the County's Assistant Director
(of the Office of Grants Coordination)

- 3.1 The SERVICE PROVIDER hereby acknowledges that the County's Assistant Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal or Agreement; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.
- 3.2 The SERVICE PROVIDER shall be bound by all determinations or orders and shall promptly obey and follow every order of the Assistant Director or designated representative, including the withdrawal or modification of any previous order and regardless of whether the SERVICE PROVIDER agrees with the Assistant Director's determination or order. Where orders are given orally, they will be issued in writing by the Assistant Director, or designated representative, as soon thereafter as is practicable.
- 3.3 The SERVICE PROVIDER must, in the final instance, seek to resolve every difference concerning the Agreement with the Assistant Director. In the event that the SERVICE PROVIDER and the Assistant Director are unable to resolve their difference, the SERVICE PROVIDER may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- 3.4 In the event of such dispute, the parties to this Agreement authorize the County Mayor or the Mayor's designee, who may not be the Assistant 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 County Mayor or the Mayor's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor or the Mayor's designee within ten (10) days of the occurrence, event or act out of which the dispute arises.
- 3.5 The County Mayor or the Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SERVICE PROVIDER'S performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or the Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SERVICE PROVIDER to the County Mayor or the Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or the Mayor's designee is entitled

to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or the Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SERVICE PROVIDER. Except as such remedies may be limited or waived elsewhere in the Agreement, SERVICE PROVIDER reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV **Responsibilities of the County**

The COUNTY agrees:

- 4.1 To monitor the operations of the SERVICE PROVIDER, according to Federal and local guidelines and requirements, in order to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SERVICE PROVIDER and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.
- 4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines and the Health Resources and Services Administration's "HIV/AIDS Bureau (HAB) HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Groups 1, 2, and 3," as well as the HAB Performance Measures for Medical Case Management, Oral Health Care, Systems-level, and Pediatric services, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, for the treatment of HIV disease and related opportunistic infections, and to develop strategies for ensuring that such services are consistent with the PHS guidelines for improvement in the access to and quality of health services.
- 4.3 To develop and implement the Ryan White Program Performance Improvement Plan (PIP) and Quality Management Program to ensure that program-eligible clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Grants Coordination, the Miami-Dade HIV/AIDS Partnership, service providers, Organization Name, Automated Case Management Systems, Inc., and the Performance Improvement Advisory Team (PIAT)], to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with County, State, and Federal mandates.
- 4.4 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said confidentiality, IHI or PHI as required by HIPAA.

Article V **Joint Responsibilities**

- 5.1 Both Parties agree that the confidentiality of the clients served by the Ryan White Program 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 and evaluation 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.

Article VI

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

- 6.1 The SERVICE PROVIDER agrees to comply with applicable provisions of Federal, State and County laws, regulations and rules such as OMB Circulars A-122 and 48 CFR, Subpart 31, as may be amended.
- 6.2 The SERVICE PROVIDER agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, and the Minority AIDS Initiative where applicable, as may be amended.
- 6.3 The SERVICE PROVIDER agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV-related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to program-eligible persons living with HIV or AIDS.
- 6.4 Funds shall not be used to:
 - A. Purchase or improve land, or to purchase, construct or make permanent improvement to any building.
 - B. Make direct payment to recipients of services, except in the form of food or vouchers that can be distributed upon client participation in surveys, focus groups, or other needs assessment processes.
- 6.5 The SERVICE PROVIDER shall:
 - A. Participate in continuous quality improvement activities, in the coordination of service delivery and medical case management efforts among Ryan White Part A service providers, including service provider forums, workshops, and other related activities;
 - B. Participate in activities related to the development of a community-based continuum of care encompassing the comprehensive range of services required by program-eligible persons living with HIV infection or their families, where applicable, in order to meet the HIV+ client's health care and social service needs throughout the course of their illness;
 - C. Commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among Ryan White Program-funded service providers;
 - D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients or other care

providers. These procedures shall be made available to clients or other care providers prior to accessing the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SERVICE PROVIDER'S internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SERVICE PROVIDER to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SERVICE PROVIDER; and, a timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SERVICE PROVIDER site;

- E. Conduct quality management trainings, workshops, and any other related activities as required by the COUNTY or the Miami-Dade HIV/AIDS Partnership; and
- F. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training.

Article VII
Reporting, Record-keeping and Evaluation Studies

7.1. The SERVICE PROVIDER 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 SERVICE PROVIDER shall maintain, and shall require that its sub-contractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SERVICE PROVIDER and its sub-contractors 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 staff time spent on the services required herein;
 - (2) Records of requests from the Miami-Dade HIV/AIDS Partnership or the COUNTY for special analyses or reports, and the responses made to such requests; and
 - (3) A cost allocation plan along with supporting documentation for any shared costs included in the SERVICE PROVIDER'S approved contract budget(s) for the provision of Ryan White Part A and MAI Program-funded services.
- B. The SERVICE PROVIDER shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided, in a format determined by the COUNTY, regarding the provision and utilization of Ryan White Part A and MAI Program-funded services in accordance with the provisions of 45 CFR Part 92, Subpart C, and the

Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended. These monthly reports shall include but not be limited to: needs assessment data, analyses, meeting minutes, reports, and strategic planning documents.

- C. The SERVICE PROVIDER, on an annual basis, shall submit to the COUNTY appropriate sections of the Ryan White Program Client-level Services Data Report (RSR), a quantitative interim and annual report based on calendar year client-level service utilization data, as may be required of support agencies that receive Ryan White Program funding, but do not provide direct client services. This report shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate and as defined in the FY 2011 Ryan White Program Service Delivery Guidelines, incorporated herein by reference. The RSR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding.
- D. Pursuant to HRSA instructions, effective FY 2011 the Ryan White Program Data Report (RDR), a quantitative report based on calendar year service utilization data is being phased out and will no longer be a requirement. It is anticipated that SERVICE PROVIDERS will no longer be required to prepare and submit the RDR. The COUNTY shall provide additional notice to advise if SERVICE PROVIDER will or will not be required to submit the RDR for calendar year 2011.
- E. The SERVICE PROVIDER shall submit to the COUNTY a final line item budget, separate for each funded service category, itemizing all Ryan White Part A and MAI funding and other shared costs received and actual expenditures incurred during the contract period associated with this Agreement. The final line item budget must be based on the actual amount of Part A and MAI funds reimbursed by the County's Ryan White Program and must reflect all changes made to the SERVICE PROVIDER'S Part A and MAI award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding Fiscal Year. The final line item budget must be submitted no later than sixty (60) calendar days following the end of the contract period, or at any time specified by the COUNTY. This final line item budget must be consistent with the applicable OMB Circulars (A-122 and 48 CFR, Subpart 31).
- F. The SERVICE PROVIDER shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of \$1,000.00 or more per item and with a normal life of one or more years, not including equipment directly related to the Ryan White Program Service Delivery Information System (SDIS). All nonexpendable property purchased with Federal Ryan White Part A/MAI funds from this and previous Agreements with the COUNTY shall be inventoried annually by the SERVICE PROVIDER. An inventory report shall be submitted to the COUNTY, on a format to be provided by the COUNTY.
 - 1. The SERVICE PROVIDER'S nonexpendable property records shall include:
 - (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;

- (b) Location of nonexpendable property;
- (c) Model number and manufacturer's serial number;
- (d) Date of acquisition;
- (e) Property cost;
- (f) Property inventory number;
- (g) Information on its condition; and
- (h) Information on its transfer, replacement or disposition, if applicable.

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

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

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

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

H. The Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") of 2006 and subsequent 2008 amendments requires prime grant awardees of Federal grants of \$25,000 or more to report associated first-tier sub-grants of \$25,000 or more. Accordingly, if SERVICE PROVIDER'S total Ryan White Part A/MAI Program Award is \$25,000 or more, the following sub-award information will be required for reporting during FY 2011 in a process to be disseminated by the COUNTY:

- (a) Name of entity receiving award
- (b) Amount of award (obligated amount)
- (c) Funding agency

- (d) CFDA program number for grants
- (e) Program source
- (f) Award title descriptive of the purpose of the funding action
- (g) Location of the entity (including congressional district)
- (h) Place of performance (including congressional district)
- (i) Unique identifier of the entity and its parent (DUNS #)
- (j) Total compensation and names of top five executives (prime or subawardee), if applicable

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

- A. Permit right of access of authorized staff involved in such efforts to SERVICE PROVIDER'S premises and records;
- B. Participate in ongoing meetings and service provider forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support service providers; and
- C. Conduct record review processes and exit interviews, and assist providers in addressing recommended improvements or corrective actions.

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

- A. The right of access of authorized COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the SDIS, on behalf of the COUNTY, to the SERVICE PROVIDER'S premises, equipment, electronic files, client charts, and where appropriate, medical records;
- B. Compliance with all policies and procedures related to the full use of the SDIS as required by the COUNTY;
- C. The submission of a written request to the COUNTY (via U.S. mail, facsimile, or electronic mail) for any additional staff, equipment, or telecommunication lines needed to access the SDIS. Requests for additional staff to gain access to the SDIS must be submitted to the COUNTY, on a form provided by the COUNTY,

within fifteen (15) days of the date of hire. Requests for additions to the SDIS that exceed three (3) months from the first date the staff person provided services to the Ryan White Program may be denied. The written request for equipment shall, at a minimum, include a justification for the request, the type and number of equipment items or telecommunication lines needed, and the number and names of the staff members that will need access to the SDIS, as well as a description of their responsibilities and their start date under this Agreement; and

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

7.4 The SERVICE PROVIDER understands that changes in data reporting, frequency of required submissions, and data management requirements, including a standard data set, needs assessment and format, may be necessary, and agrees to comply with such modifications. Additionally, the SERVICE PROVIDER shall comply with HRSA's Client Level Database (CLD), requirements, where applicable to services provided under this Agreement. The COUNTY shall notify all SERVICE PROVIDERS at the earliest opportunity of any additional requirements related to the CLD.

7.5 The SERVICE PROVIDER shall:

- A. Maintain appropriate systems, in addition to the Ryan White Program Service Delivery Information System (SDIS), to ensure compliance with all record-keeping and reporting requirements;
- B. Keep accounting records which conform with generally accepted accounting principles which shall include but not be limited to a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient (client) escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the COUNTY. All such records shall be retained by the SERVICE PROVIDER for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period;
- C. Furnish to the COUNTY copies of the annual certified public accountant's audit report and all related financial statements made in accordance with applicable OMB Circulars (A-21, A-87, A-122, A-128, and A-133) and 48 CFR, Subpart 31, contract cost principles and procedures, and the related financial statements. The audit(s) performed shall be conducted on each of the organization's fiscal year(s) during which Ryan White Program Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent auditors. Non-Federal entities that expend less than \$500,000 per fiscal year in awards from all Federal sources with fiscal years ending after December 31, 2003, are exempt from the OMB Circular A-133 audit requirements awards for that year, but such entities are still required to submit a certified report of audited financial statements. A copy of the complete audit report must be received by the COUNTY no later than

six (6) months following the end of the SERVICE PROVIDER'S fiscal year, unless the COUNTY agrees to an extension in writing; and

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

Article VIII
Amount Payable

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

<u>Service Category</u>	<u>Amount</u>
Staff Support Services for the Miami-Dade HIV/AIDS Partnership:	\$510,300
Quality Management Services for the Ryan White Part A Program:	\$494,000
Quality Management Services for the Minority AIDS Initiative Program:	\$104,750

- 8.2 It is clearly understood that all services requested are on an "as needed basis" and that the service estimate or maximum amount payable referred to in this Agreement in no way constitutes a guarantee of the level of effort that may be requested from the SERVICE PROVIDER or a guarantee of a specific amount payable.
- 8.3 The SERVICE PROVIDER'S budget(s) will be reduced accordingly, if the Office of Grants Coordination as designated by the County Mayor or the Mayor's designee to administer the grant finds that:
- A. The SERVICE PROVIDER fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or
 - B. There were any significant deviations from the approved Scope of Service(s) (Exhibit A) indicating that the SERVICE PROVIDER is not spending at a rate that would absorb its full allocation, for any category of service, within the contract period.

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

Article IX
Project Budget and Method of Payment

- 9.1 The SERVICE PROVIDER agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. Failure to submit monthly reimbursement request(s) and Service Delivery Information System reports in a manner satisfactory to the COUNTY by the twentieth (20th) day of each month following the month in which services were delivered, shall render the SERVICE PROVIDER in non-compliance with this Article, unless the COUNTY has granted the SERVICE PROVIDER an extension in writing. The COUNTY may require the SERVICE PROVIDER to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. The invoices shall be properly documented and prepared in accordance with the COUNTY'S Ryan White Program reimbursement policies. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.
- A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SERVICE PROVIDER as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SERVICE PROVIDER as condition precedent to resumption of payments and shall specify a reasonable date for compliance.
 - B. For non-governmental service providers, no payments will be made without original certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY'S General Service Administration, Risk Management Division, as specified under Article XI, Section 11.2.
 - C. The contract close-out invoice along with any outstanding reports shall be submitted no later than forty-five (45) calendar days following the end of the contract period, or on a date specified by the County in writing. If the SERVICE PROVIDER fails to comply, all rights to payment will be forfeited.
- 9.2 At the option of the COUNTY, reimbursement shall be consistent with the SERVICE PROVIDER'S approved Service Budget documents [line item budget(s) and narrative budget justification(s) (shown as Exhibit B attached herewith), and on the basis of one or more of the following items:
- A. Staff Time: to be invoiced by copy of the SERVICE PROVIDER'S time sheets and payroll records;
 - B. Deliverables: Documentation of work performed under this Agreement as detailed in Exhibit A;

- C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; and
- D. Overhead rate (administrative charge): shown in approved Service Budget.

9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. Upon written notice to the SERVICE PROVIDER, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SERVICE PROVIDER. Upon withholding or seeking reimbursement from the SERVICE PROVIDER, the COUNTY has the right to retain said funds. Notice shall be provided by the COUNTY to the SERVICE PROVIDER within ten (10) days from the date the COUNTY is informed by the SERVICE PROVIDER or other source, or the COUNTY discovers through its independent inspection, review, or audit pursuant to Article II, 2.1 (K) of this Agreement that the SERVICE PROVIDER was not entitled to any or all funds claimed under this or any current or prior Agreement between the SERVICE PROVIDER and the COUNTY.

9.4 The SERVICE PROVIDER'S actual expenditures shall not deviate from the approved Service Budget(s) attached herein as Exhibit B 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 Grants Coordination (OGC) Ryan White Program no later than thirty (30) calendar days prior to the end of the contract period. For outreach services only, budget revision requests submitted to OGC after the deadline will be considered on a case-by-case basis. Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the SERVICE PROVIDER.

9.6 The SERVICE PROVIDER agrees to send all invoices, reports, and budget revision requests to the following address:

Miami-Dade County
Office of Grants Coordination (OGC)
Ryan White Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Assistant Director

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

9.8 The COUNTY agrees to review invoices and to inform the SERVICE PROVIDER of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the COUNTY'S Ryan White Part A reimbursement policies shall be

mailed to the SERVICE PROVIDER, or if approved, via electronic transfer (direct deposit) by the COUNTY'S Finance Department.

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

Article X
Representations and Warranties

- 10.1 The SERVICE PROVIDER represents and warrants to the COUNTY as follows:
- A. **Organization.** The SERVICE PROVIDER is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The SERVICE PROVIDER is aware of and is in compliance with all material applicable State and Federal laws.
 - B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SERVICE PROVIDER. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order or decree of the SERVICE PROVIDER or any of its officers.
 - C. **Solicitation of this Agreement.** The SERVICE PROVIDER has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the SERVICE PROVIDER paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

Article XI
Indemnification and Insurance

- 11.1 **Indemnification by the SERVICE PROVIDER.**
- A. **Non-Governmental Service Provider Indemnification.** The SERVICE PROVIDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SERVICE PROVIDER or its employees, agents, servants, partners, principals, or sub-contractors. The SERVICE PROVIDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where

applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the SERVICE PROVIDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

B. **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 Non-Governmental Service Providers.** Where applicable, the SERVICE PROVIDER shall submit to Miami-Dade County, c/o Office of Grants Coordination (OGC) – Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statute, Chapter 440.

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

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

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

E. 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 "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY's 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, and must be a member of the Florida Guaranty Fund.
- F. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.
 - G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.
 - H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.
 - I. Applicability of Article XI of this Agreement affects SERVICE PROVIDERS whose combined total award for all services funded under this Agreement exceeds a \$25,000 threshold. In the event that the SERVICE PROVIDER whose original total combined award is less than \$25,000, but receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements in Article XI shall apply.
 - J. **Failure to Provide Certificates of Insurance.** The SERVICE PROVIDER shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the SERVICE PROVIDER shall be responsible for submitting new or renewed insurance certificates to the COUNTY prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the COUNTY may suspend the Agreement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, terminate this Agreement.

Article XII **Conflict of Interest**

- 12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.
- 12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by SERVICE PROVIDER shall be employed by the SERVICE PROVIDER unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the SERVICE PROVIDER if the family member is to be employed in a

direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

- A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- B. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
- C. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

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

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

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

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

Article XIII
Term of Agreement

- 13.1 **Effective Term.** The effective term of this Agreement shall be from March 1, 2012 through February 28, 2013.

The COUNTY, for a total of not more than five (5) years from the date of the original new contract, may renew the Agreement in successive one-year increments, provided that all the terms and conditions, including performance measures set forth in the Scope of Services (Exhibit A) and service costs outlined in the approved line item budget(s) (Exhibit B), are met. Additionally, the SERVICE PROVIDER shall submit a revised Exhibit A and Exhibit B to the COUNTY for the subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term. Although the renewal is at the COUNTY's option, the refusal of the SERVICE PROVIDER to agree to said renewal of, does not constitute a breach of this Agreement. However, if the SERVICE PROVIDER does not agree to renew this Agreement, the SERVICE PROVIDER shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal notification. The SERVICE PROVIDER shall submit to the COUNTY a transition plan for all of the SERVICE PROVIDER's services included in this Agreement. Said transition plan shall include appropriate arrangements, i.e., referrals to other service providers or funding streams, which are made to ensure minimal interruption of services provided under the program(s) funded herein.

Article XIV
Suspension, Debarment and Termination

- 14.1 **Suspension.**

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

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

- A. Ineffective or improper use of any funds provided hereunder by the SERVICE PROVIDER;
- B. Failure by the SERVICE PROVIDER to materially comply with any terms, conditions, representations, or warranties contained herein;
- C. Failure by the SERVICE PROVIDER to submit any documents required under this Agreement; or
- D. The SERVICE PROVIDER'S submittal of incorrect or incomplete documents.

14.2 Debarment.

- A. Pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension," certain contracts shall not be made to parties listed on the nonprocurement portion of the United States General Services Administration's "Lists of Parties Excluded from federal procurement or Nonprocurement Programs". The SERVICE PROVIDER, with an award in excess of \$100,000, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement.
- B. Any individual or entity who attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement may be disbarred from COUNTY contracting for up to five (5) years.

14.3 Termination.

- A. **Termination at Will** - This Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SERVICE PROVIDER will have five (5) days from the day the notice is delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement. However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.
- B. **Termination for Convenience** - The COUNTY may terminate this Agreement by written notice in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the COUNTY determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety. The COUNTY will consider the SERVICE PROVIDER'S request for termination for convenience on a case-by-case basis, and shall not unreasonably deny said request as long as the SERVICE PROVIDER has satisfactorily demonstrated to the COUNTY that such termination for convenience would not impair or hinder service delivery to the SERVICE PROVIDER'S clients.

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

- C. **Termination Because of Lack of Funds** - In the event funds to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than thirty (30) business days notice in writing to the SERVICE

PROVIDER. Said notice shall be sent either by electronic mail, facsimile, certified mail with return receipt, or in person with proof of delivery. The COUNTY shall be the final authority to determine whether or not funds are available.

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

1. The SERVICE PROVIDER ineffectively or improperly uses the funds allocated under this Agreement;
2. The SERVICE PROVIDER does not furnish the Certificates of Insurance required by Article XI, Section 11.3, of this Agreement or as determined by the COUNTY's Risk Management Division;
3. The SERVICE PROVIDER does not submit or submits incomplete or incorrect required reports;
4. The SERVICE PROVIDER refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SERVICE PROVIDER'S program;
5. The SERVICE PROVIDER discriminates under any of the laws outlined in this Agreement;
6. The SERVICE PROVIDER, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the Code of Miami-Dade County;
7. The SERVICE PROVIDER falsifies or violates the provisions of the Drug Free Workplace Affidavit;
8. The SERVICE PROVIDER attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
9. The SERVICE PROVIDER fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;
10. The SERVICE PROVIDER fails to meet the material terms and conditions of any obligation under any contract or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;
11. The SERVICE PROVIDER fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement), the State Public Entities Crime Affidavit (Exhibit C,

Attachment B, of this Agreement), and the Collusion Affidavit (Exhibit C, Attachment E, of this Agreement); or

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

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

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

In the event this Agreement is terminated, the SERVICE PROVIDER shall provide the COUNTY with a Transitional Plan no later than thirty (30) days after receipt of any notice of termination or Notice of Event of Default from the SERVICE PROVIDER or the COUNTY. This Transitional Plan shall include, but is not limited to, steps the SERVICE PROVIDER shall take to ensure that their program deliverables are completed to the COUNTY'S satisfaction. Additional requirements for the Transitional Plan may be included at the COUNTY'S sole discretion.

Article XV **Event of Default**

- 15.1 An Event of Default shall mean a breach of this Agreement by the SERVICE PROVIDER. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - A. the SERVICE PROVIDER has not delivered Deliverables on a timely basis.

- B. the SERVICE PROVIDER has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
- C. the SERVICE PROVIDER has failed to make prompt payment to sub-contractors or suppliers for any Services;
- D. the SERVICE PROVIDER has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SERVICE PROVIDER's creditors, or the SERVICE PROVIDER has taken advantage of any insolvency statute or debtor/creditor law or if the SERVICE PROVIDER's affairs have been put in the hands of a receiver;
- E. the SERVICE PROVIDER has failed to obtain the approval of the COUNTY where required by this Agreement;
- F. the SERVICE PROVIDER has failed to provide "adequate assurances" as required under Section 15.2 below;
- G. the SERVICE PROVIDER has failed in the representation of any warranties stated herein.

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

- A. treat such failure as a repudiation of this Agreement;
- B. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

15.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

Article XVI

Notice of Default – Opportunity to Cure/Termination

16.1 If an Event of Default occurs, in the determination of the COUNTY, the COUNTY may so notify the SERVICE PROVIDER ("Default Notice"), specifying the basis for such default, and advising the SERVICE PROVIDER that such default must be cured immediately or this Agreement with the COUNTY may be terminated. Notwithstanding, the COUNTY

may, in its sole discretion, allow the SERVICE PROVIDER to rectify the default to the COUNTY's reasonable satisfaction within a thirty (30) day period. The COUNTY may grant an additional period of such duration as the COUNTY shall deem appropriate without waiver of any of the COUNTY's rights hereunder, so long as the SERVICE PROVIDER has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the COUNTY prescribes. The default notice shall specify the date the SERVICE PROVIDER shall discontinue the Services upon the Termination Date.

Article XVII
Remedies in the Event of Default

- 17.1 If an Event of Default occurs, the SERVICE PROVIDER shall be liable for all damages, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it 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 reprourement of Services, including procurement and administrative costs; and,
 - C. such other direct damages.
- 17.2 The SERVICE PROVIDER shall also remain liable for any liabilities and claims related to the SERVICE PROVIDER'S default, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it may be amended, if applicable.
- 17.3 The COUNTY may also bring any suit or proceeding for specific performance or for an injunction.

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

18.1 **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the COUNTY has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the SERVICE PROVIDER shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the SERVICE PROVIDER'S prices and any changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the SERVICE PROVIDER, its officers, agents, employees, sub-contractors and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the SERVICE PROVIDER in connection with this Agreement. The terms of

this Article shall not impose any liability on the COUNTY by the SERVICE PROVIDER or any third party.

18.2 Miami-Dade County Inspector General Review

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

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

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

Upon written notice to the SERVICE PROVIDER from the Inspector General or IPSIG retained by the Inspector General, the SERVICE PROVIDER shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the SERVICE PROVIDER'S possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful sub-contractors 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 (K) of this Agreement, authorized representatives of the DHHS may audit SERVICE PROVIDER's books, records and electronic files. The DHHS Inspector General also maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, 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).

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 Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Assistant Director
Electronic mail: fianot@miamidade.gov

If to the SERVICE PROVIDER:

NAME
TITLE
ORGANIZATION NAME
ADDRESS
CITY, Florida ZIP CODE
Electronic mail:

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

- 19.2 This Agreement, in conjunction with the SERVICE PROVIDER'S approved service proposal submitted in response to a corresponding Request for Proposals process conducted by the COUNTY and incorporated herein by reference, is the complete and exclusive statement of all the arrangements between the COUNTY and the SERVICE PROVIDER regarding the provision of the services described in Exhibit A and Exhibit B of this Agreement.
- 19.3 In addition, the SERVICE PROVIDER must comply with all applicable COUNTY contracting requirements, including all required affidavits referenced in this Agreement.
- 19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SERVICE PROVIDER, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State and Federal governments.
- 19.5 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SERVICE PROVIDER and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SERVICE PROVIDER or its sub-contractor(s) for the purpose of this Agreement, including all information stored in the Ryan White Program Service Delivery Information System, shall become the property of the COUNTY, unless otherwise required by law or regulation, without restriction, reservation or limitation of their use and shall be made available by the SERVICE PROVIDER or its sub-contractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.
- 19.7 When issuing statements, press releases, request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the SERVICE PROVIDER shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and, (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 19.8 In accordance with County Administrative Order No. 3-29, SERVICE PROVIDERS that are in arrears to the COUNTY in excess of the enforcement threshold are prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the COUNTY has agreed in writing to an approved payment plan.
- 19.9 In accordance with County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for County contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-

10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SERVICE PROVIDER is required to submit an affidavit (see Exhibit C, Attachment E of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

Article XX
Business Applications and Forms

- 20.1 Business Application. If applicable, the SERVICE PROVIDER shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the SERVICE PROVIDER to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.
- 20.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission 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 and that 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 Ethics Commission hotline at (786) 314-9560.

Article XXI
Patent and Copyright Indemnification

- 21.1 The SERVICE PROVIDER warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- 21.2 The SERVICE PROVIDER shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Deliverables furnished hereunder. Accordingly, the SERVICE PROVIDER at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.

- 21.3 In the event any Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SERVICE PROVIDER shall have the obligation to, at the COUNTY'S option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the COUNTY, at the SERVICE PROVIDER's expense, the rights provided under this Agreement to use the item(s).
- 21.4 The SERVICE PROVIDER shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The SERVICE PROVIDER shall enter into agreements with all suppliers and subcontractors at the SERVICE PROVIDER's own risk. The COUNTY may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the COUNTY's judgment, use thereof would delay the Work or be unlawful.
- 21.5 The SERVICE PROVIDER shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.
- 21.6 SERVICE PROVIDER acknowledges that the Agreement and any other documents submitted to the COUNTY or obtained by the COUNTY pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset. Notwithstanding the foregoing, should information be deemed confidential and/or statutorily exempted from disclosure pursuant to the provisions and the limitations of Section 395.3035, Fla. Stat., as it may be amended, or otherwise, the parties agree that such information shall be afforded the appropriate statutory protections.

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

- 23.1 All transactions are subject to the terms of the documents listed below, which are incorporated into and made a part of this Agreement. In interpreting this Agreement and

resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between this Agreement and Exhibits "A" through "C" will be resolved in the order in which they are listed.

1. The Terms and Conditions in this Agreement;
2. The special conditions contained in Exhibits "A" through "C" attached herewith:

Exhibit A – Scope of Service(s)

Exhibit B – Budget

Exhibit C – Affidavits and Authorized Signatures

- Miami-Dade County Affidavits (Attachment A)
- State Public Entities Crime Affidavit (Attachment B)
- Subcontractor and Supplier Affidavit/Declaration (Attachment C) - *(NOTE: Attachment C must be completed and included with this Agreement only if the accompanying contract award totals \$100,000 or more.)*
- Authorized Signature Form (Attachment D)
- Collusion Affidavit (Attachment E)

Article XXIV **Survival**

- 24.1 The respective obligations of the SERVICE PROVIDER and the COUNTY under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

Article XXV **Mutual Obligations**

- 25.1 This Agreement, including attachments and appendixes 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.
- 25.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- 25.3 In those situations where this Agreement imposes an indemnity obligation on the SERVICE PROVIDER, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SERVICE PROVIDER fails to diligently defend such claims, and thereafter seek indemnity for costs from the SERVICE PROVIDER.

- 25.4 Nothing herein shall alter, affect, modify, change or extend any other agreement between the Service Provider and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 25.5 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.
- 25.6 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.
- 25.7 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of 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 preparation and drafting of this Agreement.
- 25.8 The parties agree and understand that final approval of this Agreement is conditioned on the Board of County Commissioners (Board) ratification of same, which shall be within the Board's sole discretion. If the Board, in its sole discretion, does not approve of this Agreement, this Agreement shall be null and void.
- 25.9 This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

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.

NAME OF ORGANIZATION

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

Attest: _____
Corporate Secretary OR Notary
Public

Print Name: _____
Title: _____

Corporate Seal OR Notary Seal/Stamp

MIAMI-DADE COUNTY

By: _____
Name: Carlos A. Gimenez
Title: Mayor
Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____
Name: _____
Deputy Clerk

Approved for form and legal
sufficiency:

By: _____
Assistant County Attorney

