

MEMORANDUM

Agenda Item No. 8(G)(2)

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

DATE: January 22, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively authorizing the County Mayor's action in applying, on behalf of Miami-Dade County, for Fiscal Year 2025-2026 HIV Emergency Relief Project (Ryan White Part A and Minority Aids Initiative) Grant funding in the approximate amount of \$28,781,891.00 from the United States Department of Health and Human Services (HHS) to provide comprehensive health and support services for people with human immunodeficiency virus in year one of a three-year period of performance; authorizing the County Mayor to receive and expend such grant funds, to enter into a grant agreement with HHS, to exercise technical amendments, modifications, cancellation, and termination clauses contained in such grant agreement, to apply for, receive, and expend additional funds that may become available for this purpose, to amend the HHS application on behalf of the County as may be necessary, to execute continuation contracts with certain subrecipients, and to exercise technical amendments, modifications, cancellation, and termination clauses contained therein; and waiving Resolution No. R-130-06

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee and Co-Sponsor Senator René García.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

MIAMI-DADE
COUNTY

Date: January 22, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Related to the County's Application for Fiscal Year 2025-2026 Grant Funds from Health and Human Services Funds Under the Ryan White HIV/AIDS Treatment Extension Act of 2009

Executive Summary

The Board of County Commissioners (Board) is asked to retroactively approve a resolution authorizing the County Mayor or County Mayor's designee's action in applying for approximately \$28,781,891 in Fiscal Year 2025-2026 HIV Emergency Relief Project Grant funding from the U.S. Department of Health and Human Services Health Resources and Services Administration (HHS). This item also seeks the Board's approval to authorize the County Mayor or the County Mayor's designee to receive and expend such grant funds, and to execute a grant agreement with HHS.

The grant amount, which includes Ryan White Part A and Minority AIDS Initiative funds, is intended for the first year of a three-year performance period starting March 1, 2025. The period of performance for this grant application is March 1, 2025, through February 29, 2028. Grant funds are awarded to relieve the overwhelming burden of the human immunodeficiency virus (HIV) and acquired immunodeficiency syndrome (AIDS) epidemic among low-income individuals with HIV, and to provide support for needed services to increase access to medical care and treatment and decrease disparities in health outcomes.

Recommendation

It is recommended that the Board approve the attached resolution, which does the following:

- Retroactively authorizes the County Mayor or the County Mayor's designee's action in applying, on behalf of Miami-Dade County (County), for approximately \$28,781,891 in Fiscal Year 2025-2026 HIV Emergency Relief Project Grant (Ryan White Part A and Minority AIDS Initiative) funding from the HHS for Year 1 of a three-year period of performance;
- Authorizes the County Mayor or the County Mayor's designee to receive and expend such grant funds, in the event the County's application is approved, to execute a grant agreement with HHS, and to exercise technical amendments, modifications, cancellation, and termination clauses contained therein;
- Authorizes the County Mayor or the County Mayor's designee to apply for, receive and expend additional funds that may become available during the term of the grant's three-year period of performance and to execute any necessary amendments to the HHS's application on behalf of the County;
- Authorizes the County Mayor or the County Mayor's designee to execute continuation of contracts with those subrecipients that were previously awarded contracts pursuant to Request for Proposal No. R-246-20, "Core Medical and Support Services for People with HIV [Ryan White Part A Program, including Minority AIDS Initiative (MAI) Funding]" and Resolution No. R-247-20, "Clinical Quality Management Services for the Ryan White Program (Part A/MAI) and Staff Support Services for the Miami-Dade HIV/AIDS Partnership (Part A only)," subject to the approval by the County Attorney's Office, and to exercise technical amendments, modifications, cancellation and termination clauses contained therein; and

- Waives the requirements of Resolution No. R-130-06, which requires contracts to be executed by non-County parties prior to being placed on a Board agenda for the reasons stated below.

Scope

The impact of this resolution is countywide as the Ryan White Program core medical support services will be provided to low-income people with HIV who reside across Miami-Dade County.

Delegation of Authority

Upon adoption of the resolution, the County Mayor or County Mayor's designee will be authorized to: (i) apply for, receive and expend grant funds, (ii) execute a grant agreement with HHS, and exercise technical amendments, modifications, cancellation and termination clauses contained therein, (iii) apply for, receive and expend additional funds that may become available during the term of the grant period, and (iv) execute any necessary amendments to the HHS application on behalf of the County. Additionally, the County Mayor or the County Mayor's designee will be authorized to execute continuation contracts with the subrecipients previously awarded contracts by the Board, and to exercise technical amendments, modifications, cancellation and termination clauses contained therein.

Fiscal Impact/Funding Source

The County's application is for approximately \$28,781,891 in federal HHS funding. No County matching funds are required.

Track Record/Monitor

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

Background

Historically, the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Act) required eligible metropolitan areas, such as Miami-Dade County, that are recipients of Ryan White Part A Program funding, to compete for such funding through an annual grant application process established by HHS. For the second time since its inception in 1990, the HIV Emergency Relief Project Grant application will cover a multi-year funding period.

In this three-year period of performance, eligible applicants such as the County, are required to submit a competitive application in the first year (grant fiscal year 2025), and submit non-competing continuation progress reports for years 2 and 3 (grant fiscal years 2026 and 2027, respectively). The normalized score from the objective review of the demonstration of additional need, provided in the competitive application during the first year of the three-year period of performance, will be utilized to calculate the discretionary supplemental award in the second and third years. The amount requested by the County in year 1 of the three-year period of performance is \$28,781,891, including \$2,730,600 in Minority AIDS Initiative funding, and is anticipated to be the award amount for each subsequent year (i.e., year 2 and year 3). Each year runs from March 1st through February 28th/29th. Adjustments to the final award each year may be made by the funding source, HHS, based on federal appropriations, a formula amount calculated based on the number reported and confirmed AIDS cases in the County during the most recent five calendar years, and the score from the demonstrated need section of this application.

These funds are awarded to relieve the overwhelming burden of the HIV epidemic among low-income individuals with HIV, and to provide support for needed services in order to increase access to medical care and treatment and decrease disparities in health outcomes. The County has been the recipient of grant funds from grant fiscal years 1991 through 2024. In grant fiscal year 2024, the County was awarded approximately \$27.4 million in grant

funds for Part A and Minority AIDS Initiative services, including approximately \$2.6 million in Minority AIDS Initiative funds.

The application guidance for 2025-2028 grant funds was issued on July 3, 2024, with a submission deadline of October 1, 2024, which did not allow sufficient time for the Board's consideration prior to submission. It is anticipated that the County will receive official notice of the grant award by March 1, 2025 or thereafter.

As required by the Act, the Board created and established the Miami-Dade HIV/AIDS Partnership (Partnership) to determine the needs of the HIV community and service priority areas. For grant years 2025-2028, the 13 service priorities for Part A funding will continue to include: (a) AIDS pharmaceutical assistance (Local Pharmaceutical Assistance Program), (b) emergency financial assistance, (c) food bank, (d) health insurance premium and cost-sharing assistance for low-income individuals, (e) medical case management, including treatment adherence services, (f) medical transportation, (g) mental health services, (h) oral health care, (i) other professional services (legal services and permanency planning), (j) outpatient/ambulatory health services, (k) outreach services, (l) substance abuse outpatient care and (m) substance abuse services-residential. The seven service priorities for Minority AIDS Initiative funding will continue to include: (a) emergency financial assistance, (b) medical case management, including treatment adherence services, (c) medical transportation, (d) mental health services, (e) outpatient/ambulatory health services, (f) outreach services and (g) substance abuse outpatient care.

The grant will be used to fund community agencies that have a commitment to ensuring comprehensive and high-quality services to people with HIV. If awarded funding by HHS, the grant plans to provide the services described above to more than 9,000 low-income people with HIV who reside within Miami-Dade County.

This grant application also includes the following required components: (a) clinical quality management for the Ryan White Part A and MAI Programs; and (b) planning council staff support services for the Miami-Dade HIV/AIDS Partnership. A new Request for Proposals solicitation process will be initiated in early 2025 for a projected service delivery start date of March 1, 2026. Three new service categories are expected to be added to the new solicitation process: (a) housing, (b) non-medical case management and (c) psychosocial support services.

On March 3, 2020, the Board adopted Resolution No. R-246-20, which awarded contracts to subrecipients (i.e., service providers) to provide services to people with HIV, and Resolution No. R-247-20, which awarded a contract to a subrecipient to provide the program-required clinical quality management and planning council staff support services. Subject to the award of grant funds from HHS, the County will execute continuation contracts with each of the subrecipients listed in Exhibits A.1 and A.2 of the attached resolution. The continuation contract is attached to the resolution as Exhibit B.

This item seeks a waiver of Resolution No. R-130-06, which requires all non-County parties to execute contracts prior to placement of any legislative item on the Board's agenda. Waiver of this resolution is required to ensure that, upon receipt of the grant funds from HHS, the County can immediately execute continuation contracts with the service providers to ensure that services to people with HIV are not interrupted.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM (Revised)

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

DATE: January 22, 2025

FROM: 
Lori Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(G)(2)

Please note any items checked.

“3-Day Rule” for committees applicable if raised

6 weeks required between first reading and public hearing

4 weeks notification to municipal officials required prior to public hearing

Decreases revenues or increases expenditures without balancing budget

Budget required

Statement of fiscal impact required

Statement of social equity required

Ordinance creating a new board requires detailed County Mayor’s report for public hearing

No committee review

Applicable legislation requires more than a majority vote (i.e., 2/3’s present _____, 2/3 membership _____, 3/5’s _____, unanimous _____, majority plus one _____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) _____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) _____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) _____) to approve

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

Approved _____
Veto _____
Override _____

Mayor

Agenda Item No. 8(G)(2)
1-22-25

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN APPLYING, ON BEHALF OF MIAMI-DADE COUNTY, FOR FISCAL YEAR 2025-2026 HIV EMERGENCY RELIEF PROJECT (RYAN WHITE PART A AND MINORITY AIDS INITIATIVE) GRANT FUNDING IN THE APPROXIMATE AMOUNT OF \$28,781,891.00 FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) TO PROVIDE COMPREHENSIVE HEALTH AND SUPPORT SERVICES FOR PEOPLE WITH HUMAN IMMUNODEFICIENCY VIRUS IN YEAR ONE OF A THREE-YEAR PERIOD OF PERFORMANCE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND SUCH GRANT FUNDS, TO ENTER INTO A GRANT AGREEMENT WITH HHS, TO EXERCISE TECHNICAL AMENDMENTS, MODIFICATIONS, CANCELLATION, AND TERMINATION CLAUSES CONTAINED IN SUCH GRANT AGREEMENT, TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE FOR THIS PURPOSE, TO AMEND THE HHS APPLICATION ON BEHALF OF THE COUNTY AS MAY BE NECESSARY, TO EXECUTE CONTINUATION CONTRACTS WITH CERTAIN SUBRECIPIENTS, AND TO EXERCISE TECHNICAL AMENDMENTS, MODIFICATIONS, CANCELLATION, AND TERMINATION CLAUSES CONTAINED THEREIN; AND WAIVING RESOLUTION NO. R-130-06

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

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

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

Section 2. Retroactively authorizes the County Mayor or County Mayor's designee's action in applying, on behalf of Miami-Dade County (the "County"), for Fiscal Year 2025-2026 HIV Emergency Relief Project Grant (Ryan White Part A and Minority AIDS Initiative) funding in the approximate amount of \$28,781,891.00 from the United States Department of Health and Human Services (HHS) to provide comprehensive health and support services for people with human immunodeficiency virus in Year 1 of a three-year period of performance. In the event the County's application is approved, this Board further authorizes the County Mayor or County Mayor's designee to receive and expend such grant funds. Further, this Board authorizes the County Mayor or County Mayor's designee to enter into a grant agreement with HHS and to exercise technical amendments, modifications, cancellation, and termination clauses contained therein.

Section 3. Authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend additional funds that may become available during the grant period and for the purposes described in section 2 of this resolution. This Board further authorizes the County Mayor or County Mayor's designee to amend the HHS application on behalf of the County as may be necessary.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute continuation contracts with those subrecipients, which are listed in Exhibits "A.1" and "A.2" attached hereto and incorporated herein by reference, that were previously awarded contracts pursuant to Resolution No. R-246-20, "Core Medical and Support Services for People with HIV [Ryan White Part A Program, including Minority AIDS Initiative (MAI) Funding]" and Resolution No. R-247-20, "Clinical Quality Management Services for the Ryan White Program (Part A/MAI) and Staff Support Services for the Miami-Dade HIV/AIDS Partnership (Part A only)," in generally

the form attached hereto as Exhibit "B" and incorporated herein by reference, subject to the approval by the County Attorney's Office, and to exercise technical amendments, modifications, cancellation, and termination clauses contained in the contracts with the service providers (subrecipients).

Section 5. Waives the requirements of Resolution No. R-130-06, which requires the contract to be signed by non-County parties for the reasons stated in the County Mayor's memorandum.

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

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Oliver G. Gilbert, III	Roberto J. Gonzalez
Keon Hardemon	Danielle Cohen Higgins
Eileen Higgins	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 22nd day of January, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

EXHIBIT A.1

The following contracts are effective March 1, 2020 through February 28, 2021 as approved by the Board of County Commissioners and ratified by the Mayor of Miami-Dade County through Resolution No. R-246-20, with five, 1-year options to renew thereafter (contingent upon final federal notice of Ryan White Program grant award.)

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

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

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

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

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

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

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

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

Food for Life Network, Inc.	\$529,539
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Health Insurance Premium and Cost Sharing Assistance (Health Insurance Assistance) (Part A) (\$595,700)

Miami Beach Community Health Center, Inc.	\$595,700
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Medical Case Management, including Treatment Adherence Services (MAI) (\$903,920)

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

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

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

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

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

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

AIDS Healthcare Foundation	\$21,000
Borinquen Health Care Center, Inc.	\$22,624
CAN Community Health, Inc.	\$1,130
Care 4 U Management, Inc. - DBA Care 4 U Community Health Center	\$22,621
Care Resource Community Health Centers, Inc.	\$22,621
Citrus Health Network, Inc.	\$6,750
Jessie Trice Community Health System, Inc.	\$1,626
Latinos Salud, Inc.	\$3,761

Miami Beach Community Health Center, Inc.	\$20,000
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System	\$22,621
University of Miami	\$9,695

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

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

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

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

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

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

Legal Services of Greater Miami, Inc.	\$154,449
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Outpatient/Ambulatory Health Services (MAI) (\$1,362,753)

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

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

AIDS Healthcare Foundation	\$1,572,337
Borinquen Health Care Center, Inc.	\$973,645
CAN Community Health, Inc.	\$108,788
Care Resource Community Health Centers, Inc.	\$1,252,261
Citrus Health Network, Inc.	\$94,895

Community Health of South Florida, Inc.	\$278,556
Empower U, Inc. - DBA Empower U Community Health Center	\$89,370
Jessie Trice Community Health System, Inc.	\$88,606
Miami Beach Community Health Center, Inc.	\$2,038,244
Public Health Trust of Miami-Dade County, FL - DBA Jackson Health System	\$1,046,529
University of Miami	\$1,304,476

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

Borinquen Health Care Center, Inc.	\$39,816
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Outreach Services (Part A) (\$264,696)

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

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

Borinquen Health Care Center, Inc.	\$8,058
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Substance Abuse Outpatient Care (Part A) (\$44,128)

Borinquen Health Care Center, Inc.	\$31,599
Care Resource Community Health Centers, Inc.	\$3,342
Empower U, Inc. - DBA Empower U Community Health Center	\$9,187

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

Better Way of Miami, Inc.	\$1,200,000
Miami Beach Community Health Center, Inc.	\$200,000
New Hope C.O.R.P.S., Inc.	\$769,744

GRAND TOTAL:

\$24,380,554

EXHIBIT A.2

The following contracts are effective March 1, 2020 through February 28, 2021 as approved by the Board of County Commissioners and ratified by the Mayor of Miami-Dade County through Resolution No. 247-20, with five, 1-year options to renew (contingent upon final federal notice of Ryan White Program grant award)

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

Behavioral Science Research Corporation	\$600,000
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Clinical Quality Management for the Ryan White Program (MAI)

Behavioral Science Research Corporation	\$100,000
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Staff Support Services for the Miami-Dade HIV/AIDS Partnership (Part A)

Behavioral Science Research Corporation	\$400,000
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[Enter Agency Contract Code for FY 2025
for reference - e.g., BURWXXX35]
Amended and Restated
FY 2025 Part A/MAI Continuation Contract
Resolution Nos. R-xxxx-xx and R-246-20

MIAMI-DADE COUNTY

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

[OPENING PARAGRAPH FOR PHT ONLY IF FUNDED]This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2025 by and between Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: Mayor, (hereinafter referred to as the "COUNTY"), and the Public Health Trust of Miami-Dade County, an agency and instrumentality of Miami-Dade County pursuant to Section 25A-1 of the County Code, whose address is c/o The Office of the Chief Administrative Officer, Jackson Health System, 1695 N.W. 9th Avenue, Suite 2308-G, Miami, Florida 33136, hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide **[ENTER THE FULL NAME OF THE FUNDED SERVICE CATEGORY IN ALPHABETICAL ORDER; NO CAPS NO BOLD]** to program-eligible people with HIV; including services dedicated to minority people with HIV, where applicable.

[OPENING PARAGRAPH FOR ALL OTHER DIRECT CLIENT SERVICE SUBRECIPIENTS]This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2025 by and between Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: Mayor, (hereinafter referred to as the "COUNTY"), and the **[ENTER FULL LEGAL NAME OF SUBRECIPIENT; NO CAPS NO BOLD]**, a Florida **[ENTER TYPE OF AGENCY/CORPORATION – I.E., NON-PROFIT; FOR-PROFIT; EDUCATIONAL INSTITUTION, ETC. – CONFIRM WITH AGENCY; NO CAPS NO BOLD]** whose address is **[ENTER THEIR MAIN ADDRESS FOR ADMINISTRATION; NO CAPS NO BOLD]**, hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide **[ENTER THE FULL NAME OF THE FUNDED SERVICE CATEGORY IN ALPHABETICAL ORDER; NO CAPS NO BOLD]** to program-eligible people with HIV; including services dedicated to minority people with HIV, where applicable. **[INCLUDE THIS LAST PHRASE “; INCLUDING...” ONLY FOR MAI-FUNDED AGENCIES]**

WITNESSETH

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

WHEREAS, the COUNTY receives this funding under federal Assistance Listing Number (ALN) #93.914, HIV Emergency Relief Project Grants; and

WHEREAS, the COUNTY as Recipient for the United States Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), is authorized to purchase said services for program-eligible people with HIV; and

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

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

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-246-20 on March 3, 2020, and Resolution No. R-xxxx-xx on _____, authorizing this Agreement; and

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

WHEREAS, nothing in this Professional Services Agreement (Agreement) shall in any way be utilized to request documentation relating to or authorizing consideration of the SUBRECIPIENT's social, political, or ideological interests when determining if the SUBRECIPIENT is a responsible vendor [i.e., supplier, organization] or give preference to the SUBRECIPIENT based on its social, political, or ideological interests.

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) "Act" shall mean Consolidated Appropriations Act, 2025, (Public Law xxx-xx), signed on _____.
- b) "Advance payment" shall mean a payment that a Federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program

purposes.

- c) "Approved Payment Plan" shall mean a written agreement between the COUNTY and the SUBRECIPIENT setting forth a repayment schedule that, by the end of the term of the approved payment plan, satisfies all of the SUBRECIPIENT's arrearage to the COUNTY. Such a plan may include principal and interest payments, abatements, discounts, or any other financial terms and conditions available to the parties under the appropriate contracting authority.
- d) "Arrears" or "Arrearage" shall mean any delinquent amounts owed by the SUBRECIPIENT under any contract, final non-appealable judgment or lien with the COUNTY.
- e) "CFR" shall mean the Code of Federal Regulations that codify the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.
- f) "Client" shall mean program-eligible individual as further defined in Article I (aa) below.
- g) "Computer Identification System (CIS) number" shall mean a unique identifier recorded by the local Ryan White Program Management Information System to each recipient (client) 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.
- h) "Contract", "Contract Documents", "Funding Agreement", or "Agreement" shall mean collectively the corresponding solicitation documents, terms and conditions set forth herein, the Scope of Services (Exhibit A), SUBRECIPIENT's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.
- i) "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent (10%) or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.
- j) "COUNTY" shall mean Miami-Dade County, its agents, employees and instrumentalities, including, but not limited to, the Office of Management and Budget-Grants Coordination (OMB). The term COUNTY excludes SUBRECIPIENT.
- k) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.
- l) "Deliverables" shall mean all documentation and any items of any nature submitted by the SUBRECIPIENT to the COUNTY's Program Director for review and approval pursuant to the terms of this Agreement.
- m) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the COUNTY's Ryan White Program Director (i.e., Program Director of the Office of Management and Budget-Grants Coordination); and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import shall mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the COUNTY's Ryan White Program Director (also known as the Assistant Director of the Office of Management and Budget-

Grants Coordination, for Ryan White Program services).

- n) "Document" 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.
- o) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds \$25,000.00 and has been delinquent for greater than 180 days.
- p) "Federal Pass Through Agency" shall mean Miami-Dade County, the Recipient of federal grants funds related to this Agreement.
- q) "Foreign country of concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
- r) "Governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.
- s) "Grant funds" shall mean those Ryan White Part A Program, including but not limited to Minority AIDS Initiative (MAI), grant funds as more fully set forth in Article VIII of this Agreement.
- t) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.
- u) "Integrated Financial Resources Management System" or "INFORMS" shall mean the technology utilized to track budget, procurement (including soliciting and receiving bids), as well as human resources, and financial operations of the COUNTY.

- v) "Management Information System" or "MIS" shall mean the electronic data management system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program system of care.
- w) "Minority" shall mean a person that defines him or herself as coming from one of the following federally-defined racial/ethnic groups: Black/African American (including, but not limited to, Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group. However, local Minority AIDS Initiative (MAI)-funded services are limited to serving people with HIV who are Black/African American (including, but not limited to, Haitian) or Hispanic.
- x) "Non-federal entity" or "NFE" means a state, local government, Indian tribe, institution of higher education (IHE), hospital, or nonprofit organization that carries out a Federal award as a recipient or subrecipient. See 2 CFR 200.69 and 45 CFR 75.2.
- y) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.
- z) "Program Director" shall mean Program Director of Miami-Dade County's Office of Management and Budget-Grants Coordination/Ryan White Program (also known as the Assistant Director of the Office of Management and Budget-Grants Coordination, for Ryan White Program services), or the duly authorized representative designated to manage or assist in management of this Agreement.
- aa) "Program-eligible individuals", "persons or people with HIV", "service recipients", or "clients" shall mean individuals who meet the requirements of being Human Immunodeficiency Virus positive (i.e., HIV+; a person with HIV), residing 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.
- bb) "Recipient" or "grantee" shall mean the COUNTY, which has received a grant award from HRSA and is responsible and accountable for the use of the grant funds provided and for the performance of the grant supported project or activity.
- cc) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SUBRECIPIENT under this Agreement.
- dd) "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- ee) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the SUBRECIPIENT, who furnishes labor or materials, in connection with the Work, whether directly or indirectly, on behalf or under the direction of the SUBRECIPIENT and whether or not in privity of the Agreement with the SUBRECIPIENT.

- ff) "Subrecipient" or "subgrantee" or "registered supplier" shall mean a legal entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient (grantee) or other subrecipient for the use of the Federal grant funds provided by the subaward; and shall also mean a legal entity that has completed and continues to comply with the requirements of the Miami-Dade County Business Entity Registration Application process via the County's online Supplier/Vendor Portal and has satisfied all requirements to enter into business agreements with the County.
- gg) "Subrecipient's Budget" shall mean the documents attached hereto as Exhibit B, as may be amended or revised during the contract period with written approval from the COUNTY, which details the allowable direct and indirect/administrative costs that will be funded by the Ryan White Part A and MAI, where applicable, Programs under this Agreement.
- hh) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1, of this Agreement.
- ii) "The United States Department of Health and Human Services", "DHHS", or "HRSA" shall mean the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).
- jj) "Whistleblowing" shall mean making a disclosure that the employee of a contractor, subcontractor, grantee, subgrantee/subrecipient reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal grant funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- kk) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things that will be required to be done by the SUBRECIPIENT in accordance with the Scope of Services, Scope of Work/Technical Specifications (i.e., Scope of Services, Budget form, and Budget Narrative), and the terms and conditions of this Agreement.

Article II Responsibilities of the SUBRECIPIENT

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

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

B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as Part A services shall be provided to low-income, program-eligible people with HIV who reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement. In addition to the before-mentioned residency requirement, services designated as MAI services shall only be provided to program-eligible minority people with HIV 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.

The goal of MAI-funded activities is to achieve viral load suppression for clients who self-identify as a member of a HRSA-defined racial/ethnic community. MAI-funded subrecipients will provide services under this Agreement to improve HIV-related health outcomes for these minority clients by implementing strategies to reduce existing racial and ethnic disparities.

Furthermore, the Ryan White Part A/MAI Program legislation requires, to the maximum extent practicable, that core medical and support services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served. Consequently, HRSA expects that Ryan White Part A/MAI Program recipients and subrecipients utilize a grievance process, articulated in writing, to investigate complaints for denial of services. See Section 6.10 D., below.

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

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

E. To ensure the SUBRECIPIENT's staff hold all licenses and/or certifications, and comply with all laws, ordinances, and regulations applicable to the Work required herein. Damages, penalties, and/or fines imposed on the COUNTY or SUBRECIPIENT for failure to obtain and maintain required licenses, certifications, permits, and/or inspections, shall be borne by the SUBRECIPIENT.

If applicable, to require all licensed professionals, including those of any Subcontractor, to have appropriate training and experience in the field in which they practice and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for their profession and to possess all the required State of Florida licenses. Upon request from OMB management, the SUBRECIPIENT shall submit to the

COUNTY copies of all required licenses and certifications, and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within ten (10) calendar days from the date said incident occurs. Ignorance on the part of the SUBRECIPIENT of its obligations under this subsection shall in no way relieve the SUBRECIPIENT from any of its responsibilities in this regard. The SUBRECIPIENT's failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

- F. To make available the personnel identified by the SUBRECIPIENT in its response to the COUNTY's corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), as may be amended, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within thirty (30) calendar days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or Subcontractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY for review upon request. All employees of the SUBRECIPIENT shall be, at all times, employees of the SUBRECIPIENT under its sole direction, and not an employee or agent of the COUNTY. The SUBRECIPIENT shall provide competent employees. The COUNTY may require the SUBRECIPIENT to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment under this Agreement is not in the best interest of the COUNTY.
- G. To provide optimal continuity of care to individual program clients by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and, if applicable, licensed replacement when necessary.
- H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.
- I. To keep detailed records of client visits, other encounters (e.g., telephone contacts, home visits, referrals, etc.), any other service provided, and staff time and effort involved; and to prepare and provide any and all reports that may be requested by the COUNTY, on a regular and "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County, State of Florida, and Federal requirements, and to document and verify reimbursement requests (i.e., billings, invoices, etc.) to the COUNTY. SUBRECIPIENT shall maintain sufficient records and adhere to the local Ryan White Program's comprehensive site visit monitoring process as may be amended, in accordance with Federal and local guidelines and requirements, such as the National Monitoring Standards for the Ryan White Program and the corresponding, local Ryan White Program Service Delivery Manual, as may be amended.
- J. To make available any books, documents, papers, and records, and electronic files, including, but not limited to, scanned documents, as they relate to this

Agreement, for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion. Unless the timeframe is extended by such authorized representative, access to client records and other program-related documents must be given to the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than three (3) business days after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to this Agreement shall be retained by the SUBRECIPIENT in proper order and confidential as required by HIPAA for at least five (5) years following the expiration of this Agreement, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period.

- K. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the COUNTY, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.
- L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SUBRECIPIENT or any firm, corporation, partnership or joint venture in which the SUBRECIPIENT has a controlling financial interest in order to secure repayment of any loan made to the SUBRECIPIENT by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5; and Article VIII, Sections 8.1 through 8.3 was not reimbursable.
- M. If the SUBRECIPIENT will cause any part of the direct client services under this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the SUBRECIPIENT; and the SUBRECIPIENT will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the SUBRECIPIENT. The direct client services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the SUBRECIPIENT.

The SUBRECIPIENT, prior to implementing any subcontract for any portion of the services funded under this Agreement, will state in writing to the COUNTY the name of the proposed Subcontractor, the portion of the services which the Subcontractor is to do, the place of business of such Subcontractor, the rate of pay, duration of any subcontractor agreement, and other such information as the COUNTY may require. Proposed subcontract agreements submitted to the COUNTY for review and consent will also include causes and remedies for suspension or termination of the Agreement, HIPAA and other confidentiality requirements, and the requirement for the Subcontractor to abide by the same terms and conditions included in this prime Agreement between the SUBRECIPIENT and the COUNTY. The COUNTY will have the right to require

the SUBRECIPIENT not to award any subcontract to a person, firm or corporation for whom the COUNTY does not provide its consent under this Agreement.

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

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

The COUNTY shall have the right to withdraw its consent to a subcontract if it appears to the COUNTY that the subcontract will delay, prevent, or otherwise impair the performance of the SUBRECIPIENT's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the clients served as well as the COUNTY's proprietary and confidential information. SUBRECIPIENT shall furnish to the COUNTY copies of all subcontracts between SUBRECIPIENT and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the COUNTY permitting the COUNTY to request completion of performance by the Subcontractor of its obligations under the subcontract; and in the event the COUNTY finds the SUBRECIPIENT in breach of its obligations, the option of the COUNTY to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the COUNTY to any Subcontractor hereunder as more fully described herein.

If this Agreement involves a combined total expenditure of \$100,000.00 or more across all service categories funded by this Agreement and the SUBRECIPIENT intends to use Subcontractor(s) to provide any service(s) described in the Scope of Services (Exhibit A of this Agreement) or Supplier(s) to supply the materials [i.e., medical supplies for Outpatient/Ambulatory Health Services; dental supplies for Oral Health Care; or medications under AIDS Pharmaceutical Assistance (Local Pharmaceutical Assistance Program) only], the SUBRECIPIENT shall identify each Subcontractor or Supplier in the corresponding line item budget form and budget narrative justification, attached herewith as Exhibit B, as may be amended and approved by the COUNTY. SUBRECIPIENT agrees that it will not change or substitute any Subcontractor or Supplier from those listed in a corresponding, approved budget without prior written consent from the COUNTY.

If the SUBRECIPIENT intends to subcontract with a small and minority-owned business, women's business enterprises or labor surplus firm in compliance with 45 CFR § 75.330, the Uniform Guidance, and Miami-Dade County Ryan White

Part A and MAI Program, the SUBRECIPIENT shall report demographics of their subcontractors and suppliers annually. Locally, this requirement will apply to contracts valued at \$100,000.00 or more, in total. Where applicable, the SUBRECIPIENT shall report to the COUNTY the race, gender and ethnic origin of all such first tier Subcontractor(s) and Supplier(s). This demographics reporting shall be completed on a paper-based Subcontractor/Supplier Listing form (Exhibit C, Attachment C.1, of this Agreement)

In addition, the Subcontractor Payment Report form (Exhibit C, Attachment C.2, of the Agreement) shall be completed. In this Subcontractor Payment Report, the SUBRECIPIENT shall identify subcontractors used in the work under this Agreement, the amount (contract value) of each subcontract, and the total (final) amount paid to each subcontractor for program-allowable services rendered during the grant fiscal year. In the event that the SUBRECIPIENT pays or intends to pay less than the contract value, the SUBRECIPIENT shall provide to the COUNTY a statement explaining the discrepancy or any disputed amount.

Furthermore, if this Subcontractor/Supplier reporting is applicable to this Agreement, the SUBRECIPIENT shall submit these forms (Exhibit C, Attachments C.1 and C.2) to the COUNTY at the end of the contract budget period along with the final payment request. **No extensions will be granted for this reporting requirement. No exceptions.** Final payment will not be issued if proof of report completion is not submitted by the deadline.

N. Accessibility Provisions and Non-Discrimination Requirements. SUBRECIPIENT will comply with all applicable state, federal, and local laws, regulations, and orders relating to non-discrimination. During the performance of this Agreement, the SUBRECIPIENT agrees to not discriminate against any employee, applicant for employment, or client because of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). Furthermore, SUBRECIPIENT will not discriminate on the basis of ancestry, gender, familial status, marital status, gender expression, status as victim of domestic violence, dating violence or stalking, veteran status, or if a housing provider, source of income, in regard to obligations, work, and services performed under the terms of this Agreement. SUBRECIPIENT will also take affirmative action to ensure that employees, applicants, and clients are afforded equal opportunities without discrimination. Such action shall be taken with reference to, but not limited to: 1) for employees and applicants – recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship on the job training; and 2) for clients – access to services. In order to serve people most in need and to comply with Federal law, services must be widely accessible. This includes meaningful access to persons with limited English proficient and providing programs that are accessible to and usable by persons with disabilities. The DHHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Services must be widely accessible. For more information, please see the following links and Section 2.1 P below:

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

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

In some instances, failure to provide language assistance services (<https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>) may have the effect of discriminating against people based on their national origin. See Section 2.2 P, below, for additional guidance.

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

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60-1.4(b), Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. For more information, please see: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>.

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

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

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

P. To comply with all Federal laws particularly applicable to language access or Limited English Proficiency (LEP) access, including but not limited to Title VI of the Civil Rights Act of 1964, (42 USC § 2000d, et seq.) and implementing regulations at 45 CFR part 80, prohibiting discrimination based on race, color or national origin, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", signed on August 11, 2000. Executive Order 13166 requires the SUBRECIPIENT receiving Federal financial assistance to take steps

to ensure that clients with limited English proficiency can meaningfully access health and social services. The provision of language assistance should provide for effective communication between the SUBRECIPIENT and the person with limited English proficiency to facilitate participation in, and meaningful access to, core medical and support services.

The guidance for Executive Order 13166 may be obtained at the following website: <https://www.lep.gov/executive-order-13166>.

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

Additional guidance can be obtained from the following: LEP.gov (<https://www.lep.gov/>) and National Culturally and Linguistically Appropriate Services (<https://thinkculturalhealth.hhs.gov/clas/standards>).

- Q. To comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as amended (applies to contract awards in excess of \$150,000.00). SUBRECIPIENT agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- R. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6201, et seq.).
- S. To comply with the Byrd Anti-Lobbying Amendment (31 USC § 1352) (applies to contract awards in excess of \$100,000.00). The SUBRECIPIENT shall certify to the COUNTY it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient (COUNTY) who in turn will forward the certification(s) to the Federal awarding agency.

The SUBRECIPIENT further agrees to comply with the requirement of such legislation to furnish a disclosure (Federal OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a

covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The provisions of this subsection S are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply. In the event SUBRECIPIENT has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, SUBRECIPIENT shall promptly bring such information to the attention of the COUNTY's Program Director. SUBRECIPIENT shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SUBRECIPIENT receives from the Program Director in regard to remedying the situation. Furthermore, pursuant to Public Law 111-148, as directed in the federal SF424 application guides dated March 15, 2021, February 4, 2022, and February 28, 2023:

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

- T. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement) and the State Public Entity Crimes Affidavit (Exhibit C, Attachment B, of this Agreement).
- U. To comply with the Miami-Dade County Ordinance 99-5, Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SUBRECIPIENT.
- V. To comply with all the requirements of the Americans with Disabilities Act (ADA), of 1990 (and related Acts), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws (including Miami-Dade County Resolution No. R-385-95), regulations, and Executive Orders. In this regard, the SUBRECIPIENT shall not deny any individual the opportunity to participate in or benefit from federally-funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny any individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SUBRECIPIENT shall provide program accessibility and effective communication for service recipients and employees. The SUBRECIPIENT shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Civil Rights Division, Disability Rights Section – 1425 NYAV, Washington, D.C. 20530, within 180 calendar days of the date of discrimination. An ADA complaint may also be filed by sending an ADA complaint electronically through the following web page: <http://www.ada.gov/complaint/>. Questions about filing an ADA complaint may be answered by calling 1-202-514-3847, 1-855-856-1247 (toll-free), or 1-202-514-0716 (TTY).

A copy of such complaint must also be filed with Daniel T. Wall, Assistant Director, Miami-Dade County Office of Management and Budget-Grants Coordination/Ryan White Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128; or by email to Daniel.Wall@miamidade.gov. A Disability Non-Discrimination Affidavit (located in Exhibit C, Attachment A, page 2, of this Agreement) must be completed and on file with the COUNTY prior to contract execution. The SUBRECIPIENT must be in full compliance with the laws referenced within the affidavit. By entering into this Agreement, the SUBRECIPIENT attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. The SUBRECIPIENT's failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XVII of this Agreement.

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

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including, but not limited to, client charts and medical records (hard copy and electronic);
- (2) Confidential records are not removed from the SUBRECIPIENT's premises, unless otherwise authorized by law or upon written consent from the COUNTY;
- (3) Access to confidential information is restricted to authorized personnel of the SUBRECIPIENT, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General, or any of their duly authorized representatives;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;
- (6) Written authorization, signed by the client, is obtained for release of copies of client records or information unless otherwise compelled by law. Original documents must remain on file at the originating provider site;
- (7) Requests by clients to view their personal charts or medical records must be honored within two (2) business days and must be reviewed in the presence of an authorized staff person;
- (8) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of applicable confidentiality laws, regulations, and policies;
- (9) Client identifying information (i.e., client's name, address, social security number, telephone numbers, medical record number, health plan beneficiary numbers, certificate of license numbers, photographic identification, email address, biometric identifiers, and account numbers) is not transmitted to the COUNTY, via written correspondence, electronic mail, or facsimile, unless the COUNTY has specifically requested in writing such information from the SUBRECIPIENT. Similarly, the SUBRECIPIENT may only share client identifying information with other authorized entities if the client has specifically given in writing the SUBRECIPIENT permission to do so or unless otherwise compelled by law. SUBRECIPIENT may

communicate with the COUNTY regarding the client by referencing the client's CIS number;

- (10) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Program Management Information System (RW-MIS) are established; and
- (11) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

X. To comply with the requirements set forth in section 381.004, Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where state laws do not prevail, SUBRECIPIENT further agrees to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/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 by this Agreement or as required by law;
- (2) Use of appropriate safeguards to prevent non-permitted disclosures;
- (3) Reporting to the COUNTY of any non-permitted use or disclosure;
- (4) Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the SUBRECIPIENT and reasonable assurances that IIHI/PHI will be held confidential;
- (5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client in a timely manner;
- (6) Making PHI available to the COUNTY, the United States Department of Health and Human Services, United States Comptroller General, or the United States Office of the Inspector General for an accounting of disclosures; and
- (7) Making internal practices, books and records related to PHI available to the COUNTY or its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The

SUBRECIPIENT must give its clients written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with Protected Health Information.

- Y. To release, as prescribed by the laws of the State of Florida, a copy of a client's records within ten (10) business days from receipt of a written request from the client or his legal representative.
- Z. To provide a Client Rights and Responsibilities Statement in the languages of the local client population to be served (i.e., in English, Spanish, and Haitian-Creole, at a minimum) that is reviewed, signed, and dated by each client receiving Ryan White Program-funded services. A copy of the signed Client Rights and Responsibilities Statement must be maintained in the client's chart, or uploaded in the Provide® Enterprise Miami data management system.
- AA. To participate in the Ryan White Program Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as well as the Miami-Dade County Integrated HIV/AIDS Prevention and Care Plan (Integrated Plan; as developed in collaboration with the Florida Department of Health) and the Ending the HIV Epidemic initiative, as further detailed in Article IV, Section 4.3 and 4.5, of this Agreement, with the ultimate goals of improving the health status of program-eligible people with HIV, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining and improving quality in service delivery. Through its own internal performance improvement and quality management activities, the SUBRECIPIENT shall be expected to identify problems in service delivery and business operations that may impact the health status of program-eligible people with HIV served under this Agreement.
- BB. To cooperate in the clinical quality management (CQM) process that may include periodic record reviews, as a part of the COUNTY's Performance Improvement Plan and Clinical Quality Management Plan for Ryan White Program-funded services. The SUBRECIPIENT is required to respond in writing within ten (10) business days, or other reasonable time frame specified in writing by the COUNTY or its contracted CQM provider, Behavioral Science Research Corporation (BSR), or such other CQM provider designated by the COUNTY, of notification of related audit or review findings with a plan of corrective action, if required. The majority of a review or audit shall be conducted onsite to the extent possible; while portions of the audit (e.g., review of policies and procedures, client eligibility documentation, medical records where available, and progress notes) may be completed as a desk audit. The SUBRECIPIENT is also required to participate in additional quality management activities such as technical assistance or training to address any deficiencies identified during the CQM review or audit process. The SUBRECIPIENT will also collaborate with the COUNTY and the Miami-Dade HIV/AIDS Partnership in the development of outcome measures for applicable service categories.

- CC. To participate in ongoing technical assistance meetings, subrecipient forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.
- DD. To establish, document, and maintain appropriate and ongoing referral and linkage agreements with Ryan White Program and non-Ryan White Program-funded subrecipients, service providers, and key points of entry to the system of care for people with HIV, including, but not limited to, outpatient medical care and medical case management providers, Florida Department of Health in Miami-Dade County - Sexually Transmitted Disease (STD) clinics, State-licensed HIV counseling and testing sites, hospitals/emergency room departments, hospital discharge clinics/departments, substance abuse treatment providers/programs, mental health clinics/programs, adult and juvenile detention centers, jail and/or correctional facilities, including, but not limited to, re-entry programs.
- EE. To notify program clients and the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of Services (Exhibit A). Written notification must include the nature of the changes, actions taken by the SUBRECIPIENT toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an impact on service delivery or client access to services funded under this Agreement.
- FF. To ensure that the SUBRECIPIENT's Board of Directors or Trustees are apprised of the programmatic, fiscal, and administrative obligations of the Ryan White Program, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Ryan White Program Professional Services Agreement with the COUNTY for Part A services, including MAI-funded services where applicable. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SUBRECIPIENT, reference the service category(ies) and dollar amount(s) in the award, and include the phrase "as may be amended". A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. A copy of the Board of Directors' meeting minutes where this resolution was addressed and approved must also be submitted to the COUNTY prior to contract execution. In the event that such a resolution is not required by operation of law, then the SUBRECIPIENT must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.
- GG. To adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the most current, local Ryan White Program Service Delivery Manual, incorporated herein by reference, as may be amended. The current CLAS standards include: one "Principal" standard; three "Governance, Leadership, and Workforce" standards; four "Communication and Language Assistance" standards; and seven "Engagement, Continuous

Improvement, and Accountability" standards. The National CLAS Standards can be found at the following web page, as may be amended:
<https://thinkculturalhealth.hhs.gov/clas>.

HH. To adhere to the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. This portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period, as may be amended: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The HAB Performance Measures can be found at the following web page:
<https://ryanwhite.hrsa.gov/grants/performance-measure-portfolio>.

II. Awards under this Agreement are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC § 7104), and its implementing regulations codified in 2 CFR part 175; which includes provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient. Additional information can be found at the following HRSA website:
<https://www.ecfr.gov/current/title-2 subtitle-A/ chapter-I/ part-175/ section-175.15> or at <https://www.state.gov/j/tip/laws/>.

JJ. Disaster Plan/Continuity of Operations Plan (COOP). The SUBRECIPIENT shall develop and maintain a Disaster Plan/COOP. At a minimum, the Plan will describe how the SUBRECIPIENT establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or COUNTY requirements applicable to the SUBRECIPIENT. The COOP should describe how services to clients will continue (e.g., providing telehealth, moving clients to other unaffected locations and/or agencies), how clients will be notified of any closures or programming changes, how appointments will be rescheduled, and include a length of time for each stage of service disruption will last following an adverse event or natural disaster. Any revisions or updates to the previously submitted Disaster Plan/COOP must be submitted to the COUNTY within sixty (60) calendar days of contract execution and is also subject to review and approval of the COUNTY in its sole discretion. The SUBRECIPIENT will review the Plan annually, revise it as needed, submit revised copies to the COUNTY, and maintain a written copy on file at the SUBRECIPIENT's site. The Disaster Plan/COOP and its updates are also subject to review by the COUNTY during monitoring site visits. If there are no changes to the Disaster Plan/COOP after the annual review, SUBRECIPIENT will notify the COUNTY of such in writing.

KK. The SUBRECIPIENT agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity or gender expression, sexual orientation status as a victim of domestic violence, dating violence or stalking, or source of income

(housing only); Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 USC § 6101 et seq., as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 USC § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 USC § 12101 et seq., as amended, which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 USC § 5301, et. seq., as amended; and the Fair Housing Act, 42 USC § 3601 et seq. It is expressly understood that the SUBRECIPIENT must submit an affidavit (see Exhibit C, Attachment A, page 2, of this Agreement) attesting that to the best of the SUBRECIPIENT's knowledge it is not in violation of the Acts. If the SUBRECIPIENT or any owner, subsidiary, or other firm affiliated with or related to the SUBRECIPIENT is found by the responsible enforcement agency, the Courts or the COUNTY to be in violation of these acts, the COUNTY will conduct no further business with the SUBRECIPIENT.

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

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

LL. Background Screening. Where applicable, the SUBRECIPIENT agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: chapters 39, 393, 394, 397, 402, 408, 409, 413, 435, 943, 984, 985, 1012, Florida Statutes, as may be amended.

Furthermore, as a requirement of this Agreement, even if such screening is not otherwise required by applicable law, the SUBRECIPIENT agrees to ensure that employees, subcontractors, volunteers, and independent contractors that work directly with, or who may come into direct contact with, youths under 18 years of age, persons 65 years of age and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by sections 1.01, 415.102, and 435.02, Florida Statutes, satisfactorily complete and pass Level 2 background screening before working or volunteering with such persons. For purposes of this Agreement, where applicable as noted directly above, the Level 2 background screening must be completed during the hiring process.

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

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

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

Where applicable, SUBRECIPIENT will permit only employees, subcontractors, volunteers, and independent contractors with a satisfactory national criminal background check conducted through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation), to work or volunteer in direct contact with or in the vicinity of youths under 18 years of age, persons 65 years of age and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons. The SUBRECIPIENT shall also comply with section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

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

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

- (1) "Vulnerable person" means a minor as defined in section 1.01, Florida Statutes, or a vulnerable adult as defined in section 415.102(28), Florida Statutes.
- (2) "Minor" includes any person who has not attained the age of 18 years.
- (3) "Vulnerable adult" means a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to a mental, emotional, sensory,

long-term physical, or developmental disability or dysfunction, or brain damage, or the infirmities of aging.

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

SUBRECIPIENT must maintain policy and procedures related to Level 2 Background Screening to include the requirements stated in this subsection (LL). To prove SUBRECIPIENT conducted its due diligence if a person whose background screening revealed concerns and was subsequently hired, SUBRECIPIENT must document in the affected personnel record the steps taken to address those concerns and provide an exemption, in accordance with Florida Statutes and the SUBRECIPIENT's policy and procedures.

MM. To adhere to the Act, subject to annual changes, which limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. None of the grant funds available herein shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Accordingly, as of the date of this Agreement, HRSA grant funds may not be used to pay the salary of an individual at a rate in excess of \$_____ (the Executive Level II salary of the Federal Executive Pay scale effective January 1, 2025). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under a U.S. Department of Health Resources and Services Administration (HRSA) grant or cooperative agreement.

The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with institutional policy.

The SUBRECIPIENT's award amount will not necessarily be recalculated to adjust for necessary reductions in salaries included in the proposal or continuation contract line item budget. It is important to note that an individual's base salary, *per se*, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.

NN. **Human Trafficking.** By entering into, amending, or renewing this Agreement, including, without limitation, a grant agreement or economic incentive program payment agreement, as applicable, SUBRECIPIENT is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, F.S., apply to this Agreement.

This compliance includes SUBRECIPIENT providing an affidavit that it does not use coercion for labor or services. This attestation by SUBRECIPIENT shall be in the form attached as the Human Trafficking Affidavit (the "Affidavit"), Attachment I to this Agreement, and must be executed by SUBRECIPIENT and provided to the COUNTY when entering, amending, or renewing this Agreement.

This Agreement shall be void if SUBRECIPIENT submits a false Affidavit pursuant to Section 787.06, F.S., or SUBRECIPIENT violates Section 787.06, F.S., during the term of this Agreement, even if SUBRECIPIENT was not in violation at the time it submitted its Affidavit.

OO. Where applicable, pursuant to Miami-Dade County Resolution No. R-478-12, Miami-Dade County is prohibited from contracting with any food program that uses meat products that contain "pink slime" – low-grade beef trimmings commonly added to ground beef. The COUNTY took such action in response to customer concerns regarding possible health risks by urging its food distribution providers and meal providers, including those who are Ryan White Program-funded, to immediately discontinue using meat products that contain those low grade beef trimmings. As a result, where applicable (i.e., food bank and residential substance abuse subrecipients), SUBRECIPIENT must confirm that they are not using "pink slime" in the food or meals that they distribute prior to contract execution. An electronic copy of Resolution No. R-478-12 may be obtained at the following website:

<http://www.miamidade.gov/govaction/matter.asp?matter=120798&file=true&yearFolder=Y2012>

PP. If applicable, the use of grant funds for incentives in the form of gift cards to participants (planning council or committee members, existing program clients, or potential clients) must be submitted as a Prior Approval request to the COUNTY. The COUNTY will subsequently be required to submit a Prior Approval request to HRSA through the Electronic Handbook. Gift cards may not be in the form of a pre-paid credit card. See Article VI, Section 6.12 of this Agreement for additional information on unallowable use of general-use prepaid cards.

The following restriction applies: Recipients of gift card incentives must sign a statement acknowledging and agreeing to the purpose(s) of and restrictions on the incentive. Unallowable uses include, but are not limited to, the purchase of alcohol, tobacco, illegal drugs, or firearms. Gift cards may not be redeemed for cash.

QQ. Pursuant to section 119.0701, Florida Statutes, the SUBRECIPIENT shall comply with the Public Records Laws of the State of Florida, including but not limited to:

- (1) Keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- (2) Upon the COUNTY's public records custodian's request, providing the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY; and
- (4) Meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SUBRECIPIENT upon termination of this Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

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

Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable, shall be a material breach of this Agreement and shall be enforced in accordance with the terms of the Agreement.

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

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

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

RR. To adhere to 41 USC § 4712, "Enhancement of Contractor Protection From Reprisal For Disclosure Of Certain Information" (i.e., Whistleblower Protection), which applies to all employees working for contractors, grantees (recipients),

subcontractors, and subgrantees (subrecipients) on federal grants and contracts. This program requires all grantees, their subgrantees, and subcontractors to:

- (1) Inform their employees working on any federal award [that] they are subject to the whistleblower rights and remedies of the pilot program;
- (2) Inform their employees in writing of employee whistleblower protections under 41 USC § 4712 in the predominant native language of the workforce; and,
- (3) Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

This statute (41 USC § 4712) states that an “employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) [of this code] information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Furthermore, awards issued under HRSA Funding Opportunity Announcements are subject to the requirements of 48 CFR § 3.908 et seq. A standard term and condition of award requires that grantees inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712 in the predominant native language of the workforce. (Regarding 48 CFR § 3.908 et seq., note that use of the term “contract,” “contractor,” “subcontract,” or “subcontractor” for the purpose of this term and condition, should read as “grant,” “grantee,” “subgrant,” or “subgrantee.”). The details of 41 USC § 4712 can be found at the following web site:

[https://uscode.house.gov/view.xhtml?req=\(title:41%20section:4712%20edition:pr elim\)](https://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:pr elim))

SS. Smoke-Free Workplace. To understand that Public Health Service strongly encourages all award recipients and subrecipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, Public Law (P.L.) 103-227, the Pro-Children Act of 1994 (20 USC § 6081 et seq.) and its implementing regulations (48 CFR § 352.237-70), prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

TT. To comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as required by 45 CFR § 75.335, Appendix II, 45 CFR § 75.331, and 40 CFR part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 CFR part 247. These guidelines apply to the SUBRECIPIENT and to all its procurement actions involving covered items under the regulations, where the SUBRECIPIENT purchases \$10,000.00 or more worth of one of the covered items during the course of a fiscal year, or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000.00 or more.

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

- UU. If applicable, the SUBRECIPIENT must maintain “active” supplier (vendor) status with Miami-Dade County’s Internal Services Department, Procurement Management Division, as evidenced by the SUBRECIPIENT’s submission of a vendor application package, to be updated as needed. Prior to contract and amendment execution, OMB staff will obtain a screen print of the SUBRECIPIENT’s “active” vendor status from the COUNTY’s INtegrated Financial Resources Management System (INFORMS) for monitoring purchases of services and payment processing to vendors. Registration and updates can be made via the Miami-Dade County Strategic Procurement Department’s Online Supplier/Vendor Registration Portal; and the SUBRECIPIENT confirms its commitment to comply with the vendor registration requirements and the associated affidavits. Registration, updates and affidavits are available in INFORMS at <https://supplier.miamidade.gov>. SUBRECIPIENT will review and update all sections of the SUBRECIPIENT’s information in INFORMS, including, but not limited to, its contact information and affidavits sections, prior to contract execution.
- V V. To ensure that the SUBRECIPIENT’s Board of Directors or Board of Trustees through its audit and compliance committee, or committee of similar responsibility, is apprised of any site visit monitoring reports or record reviews relating to this Agreement prepared by the County or its authorized representative. Through the official minutes of its appropriate committee meetings or through an official certification from the Board Secretary or Secretary of the Trustees, the SUBRECIPIENT must maintain documentation and provide the COUNTY with proof that it has been sharing the results of all COUNTY monitoring reports with the Board members. Meeting minutes must include the date on which the committee met, a copy of the corresponding meeting agenda, and an attestation that quorum was achieved at the committee meeting. Such meeting minutes may be redacted to show only those portions or actions relating to this Agreement and COUNTY monitoring reports.
- WW. To abide by generally accepted financial management principles, including the requirement of the signature of two persons within the organization on all checks disbursing organizational funds, as required by Miami-Dade County Administrative Order 3-15, effective November 17, 2023, as may be amended. More detail regarding this requirement can be found at: www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-15.pdf.

XX. To comply with the requirements of 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. To identify if a staff member who is covered in whole or in part under this Agreement is excluded under these regulations, SUBRECIPIENT must check: 1) the U.S. Government's System for Award Management Exclusions (SAM Exclusions) at <https://www.sam.gov> (under Entity Information, Advanced Search); and 2) the Office of Inspector General's (OIG) Exclusions Database at <https://exclusions.oig.hhs.gov/>. These reviews must be conducted by the SUBRECIPIENT for new hires assigned to the grant and annually thereafter prior to contract execution. Documentation of these exclusion searches must be maintained by the SUBRECIPIENT and made available for review upon request by authorized persons. Any identified exclusions must be reported to the COUNTY in a timely manner.

YY. To make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.

ZZ. To follow guidance set forth in all applicable HIV/AIDS Bureau Policy Notices and Program Letters to ensure compliance with programmatic requirements. See <https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters>.

AAA. **Certificate of Confidentiality:** Where applicable, SUBRECIPIENTS that are institutions and investigators are responsible for determining whether research they conduct is subject to Section 301(d) of the Public Health Service (PHS) Act. Section 301(d), as amended by Section 2012 of the 21st Century Cures Act, P.L. 114-255 (42 U.S.C. 241(d)), states that the Secretary shall issue Certificates of Confidentiality (Certificates) to persons engaged in biomedical, behavioral, clinical, or other research activities in which identifiable, sensitive information is collected. In furtherance of this provision, HRSA-supported research commenced or ongoing after December 13, 2016 in which identifiable, sensitive information is collected, as defined by Section 301(d), is deemed issued a Certificate and therefore required to protect the privacy of individuals who are subjects of such research. Certificates issued in this manner will not be issued as a separate document, but are issued by application of this term and condition to the award.

BBB. To develop and implement a workplace violence policy which references actions to be taken in the event whereby an employee who is covered in whole or in part under this Agreement exhibits inappropriate, aggressive, or violent behavior towards other staff or program clients.

CCC. To comply with Executive Order 11-116, which supersedes Executive Order 11-02, and section 448.095, Florida Statutes, which require the SUBRECIPIENT, and any of its subcontractor, to register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the SUBRECIPIENT or subcontractor prior to the execution of this Agreement. If SUBRECIPIENT enters into a contract with a subcontractor, the subcontractor must provide SUBRECIPIENT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The SUBRECIPIENT shall maintain a copy of such affidavit for the duration of the contract. In the event the COUNTY, SUBRECIPIENT, subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes, the COUNTY, SUBRECIPIENT, or the subcontractor shall terminate the contract with the person or entity. In the event the COUNTY has a good faith belief that a subcontractor knowingly violated this subsection, but the SUBRECIPIENT otherwise complied with this subsection, the COUNTY shall promptly notify the SUBRECIPIENT and shall order the SUBRECIPIENT to immediately terminate the contract with the subcontractor. In the event the COUNTY terminates this Agreement for the reasons stated herein, the SUBRECIPIENT may not be awarded a public contract with the COUNTY for at least one (1) year after the date on which this Agreement was terminated, and the SUBRECIPIENT will be liable for any additional costs incurred by the COUNTY as a result of the termination of this Agreement.

DDD. To comply with Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

EEE. To comply with the following:

By entering into this Agreement, the SUBRECIPIENT affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The SUBRECIPIENT further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the SUBRECIPIENT is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the SUBRECIPIENT; or c) the SUBRECIPIENT is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. This affirmation by the SUBRECIPIENT shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit. See Exhibit C, Attachment H.

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

3.1 The SUBRECIPIENT hereby acknowledges that the COUNTY's Program Director will determine in the first instance all questions of any nature whatsoever arising out of, under,

or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal or Agreement; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.

- 3.2 The SUBRECIPIENT shall be bound by all determinations or orders made by the Program Director or designated representative, and shall promptly comply with such determinations or orders, including the withdrawal or modification of any previous order and regardless of whether the SUBRECIPIENT agrees with the Program Director's determination or order. Where orders are given orally, they will be issued in writing by the Program Director, or designated representative, as soon thereafter as is practicable.
- 3.3 The SUBRECIPIENT must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Director. In the event that the SUBRECIPIENT and the Program Director are unable to resolve their difference, the SUBRECIPIENT may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- 3.4 In the event of such dispute, the parties to this Agreement authorize the County Mayor or the County Mayor's designee, who may not be the Program Director or anyone associated with this Program, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor or the County Mayor's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor or the County Mayor's designee within ten (10) business days of the occurrence, event or act out of which the dispute arises.
- 3.5 The County Mayor or the County Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SUBRECIPIENT's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or the County Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SUBRECIPIENT to the County Mayor or the County Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or the County Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or the County Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SUBRECIPIENT. Except as such remedies may be limited or waived elsewhere in the Agreement, SUBRECIPIENT reserves the right

to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV **Responsibilities of the County**

The COUNTY agrees:

- 4.1 To monitor the operations of the SUBRECIPIENT, according to Federal and local guidelines and requirements, including, but not limited to, 45 CFR § 75.351 – 353, in order to determine compliance with the terms and conditions of this Agreement, that the award is used for authorized purposes, that subrecipient expenditures adhere to legislative mandates regarding the distribution of funds, and to report the findings to the SUBRECIPIENT and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.
- 4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines and the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. This portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The COUNTY will also develop strategies for ensuring that the provision of Ryan White Program services are consistent with the PHS guidelines for improving access to and quality of health services.
- 4.3 To adhere to the legislative requirement to establish a clinical quality management program as outlined in HRSA Policy Notice No. 15-02 and Integrated Plan program letter (updated June 30, 2021) (<https://ryanwhite.hrsa.gov/grants/policy-notices> and <https://ryanwhite.hrsa.gov/grants/program-letters>). To participate in the development and implementation of the Ryan White Program Performance Improvement Plan (PIP), the Clinical Quality Management Program, the Miami-Dade County Integrated HIV/AIDS Prevention and Care Plan (Integrated Plan), and the Ending the HIV Epidemic initiative, to ensure that program-eligible clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders (Miami-Dade County Office of Management and Budget-Grants Coordination, the Miami-Dade HIV/AIDS Partnership, subrecipients, the County's contract Quality Management provider, the County's contract data management system provider, the Clinical Quality Management Committee), and the Florida Department of Health in Miami-Dade County] to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with local, State, and Federal mandates.
- 4.4 To ensure that demographic, clinical, and primary medical care service utilization information and data reported by the SUBRECIPIENT is used to monitor HIV-related illnesses and trends in the local epidemic.

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

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

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

4.8 To ensure that every subaward is clearly identified to the subrecipient (i.e., SUBRECIPIENT) as a subaward and includes relevant information at the time of the subaward, as may be amended, pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (Uniform Guidance), 45 CFR § 75.352, as may be amended. Accordingly, the subaward related to this Agreement is further identified in Exhibit C, Attachment G, Federal Subaward Notification, of this Agreement, as may be amended.

4.9 To evaluate the SUBRECIPIENT's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of 45 CFR § 75.352 of the Uniform Guidance, as may be amended.

4.10 To conduct due diligence reviews of all COUNTY and SUBRECIPIENT staff who appear in whole or in part on budget(s) under this grant, in compliance with the requirements of 45 CFR § 75.213, as may be amended. Such due diligence reviews will occur upon hiring of new staff and annually thereafter, prior to the March 1st budget period start date. These due diligence reviews will also enforce related regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. To identify if a staff member who is covered in whole or in part under this grant is excluded under these regulations, the COUNTY will verify that staff do not appear as exclusions on the following lists: 1) the U.S. Government's System for Award Management Exclusions (SAM Exclusions) at <https://www.sam.gov> (under Entity Information, Advanced Search);

and 2) the Office of Inspector General's (OIG) Exclusions Database at <https://exclusions.oig.hhs.gov/>.

- 4.11 To make all files under this Agreement, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
- 4.12 To follow the guidance set forth in all applicable HIV/AIDS Bureau Policy Notices (also known as Policy Notices) and Program Letters to ensure compliance with programmatic requirements. Policy Notices and Program Letters can be found at the following Web pages:
<https://ryanwhite.hrsa.gov/grants/policy-notices>
<https://ryanwhite.hrsa.gov/grants/program-letters>.
- 4.13 Since the total Federal share of the COUNTY's Federal award is more than \$10,000,000.00 over the period of performance, then Appendix XII, Award Term and Condition for Recipient Integrity and Performance Matters, to 2 CFR 200 is applicable to this award. Additional information for "Reporting of Matters Related to Recipient Integrity and Performance, and Proceeding" about which the COUNTY must report, can be found at the following Web link:
https://www.ecfr.gov/cgi-bin/text-idx?SID=f29506216228d021538ba008a19a8e6f&mc=true&node=ap2.1.200_1521.xii&rgn=div9.

Article V **Joint Responsibilities**

- 5.1 Both Parties agree that the confidentiality of the clients served by the SUBRECIPIENT under this Agreement shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring, evaluation, or communication provided; however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.
- 5.2 Given the increase in the collection and use of client level data, and risks to data security and personally identifiable information, the COUNTY and the SUBRECIPIENT have a joint responsibility to fully comply with the "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") set forth in 45 CFR part 160 and subparts A and E of 45 CFR part 164 and with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 USC § 1320d *et seq.*, including the requirement to report data breaches to the Office for Civil Rights (OCR).

The Privacy Rule which implemented the HIPAA, requires that certain health care providers maintain patient confidentiality and other patient rights. The Privacy Rule is administered and enforced by the Department of Health and Human Services' (HHS) OCR

and is codified at 45 CFR parts 160 and 164. The Privacy Rule applies to “covered entities,” as defined by the rule, which include health plans and most health care providers, including most recipients of Ryan White HIV/AIDS Program funding. (see <https://targethiv.org/library/protecting-health-information-privacy-and-complying-federal-regulations>.)

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

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

Additional information can be found at the TargetHIV website (<https://targethiv.org/library/data-security-refresher>) and (<https://targethiv.org/library/protecting-health-information-privacy-and-complying-federal-regulations>), under the modules titled, “Data Security Refresher” and “Protecting Health Information Privacy and Complying with Federal Regulations.”

5.3 In accordance with 45 CFR § 75.351 – 75.353, the COUNTY must monitor the activities of the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes and in compliance with applicable laws, Federal statutes, Ryan White Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The COUNTY must also ensure that the SUBRECIPIENT tracks, appropriately uses, and reports program income generated by the subaward. The COUNTY must also ensure that SUBRECIPIENT expenditures adhere to legislative mandates regarding the distribution of funds. See HRSA Policy Notice #15-03 available online at: <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-15-03-program-income.pdf>.

Both Parties agree that each will adhere to the HRSA/HAB Division of Service Systems National Monitoring Standards for Ryan White Part A Grantees (Recipients); including all applicable Programmatic, Fiscal, and Universal Monitoring Standards (<https://ryanwhite.hrsa.gov/grants/manage/recipient-resources>), as may be amended. Documentation to support services provided, allowable costs, and program expenditures will be maintained by the respective Parties. The COUNTY will conduct annual site visits of the SUBRECIPIENT to monitor adherence to these standards; at a date and time to be determined by the COUNTY’s Office of Management and Budget-Grants Coordination. Notwithstanding the foregoing, the COUNTY may make unannounced, on-site visits during normal working hours to the SUBRECIPIENT’s headquarters and/or any location or site where the services contracted for are performed. SUBRECIPIENT will also keep its Board of Directors or Board of Trustees apprised of monitoring visit reports as detailed in Article II, Section 2.1 (V V), of this Agreement.

5.4 **Mandatory Disclosures.** In accordance with 45 CFR § 75.113, the SUBRECIPIENT must disclose all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. This disclosure must be done in a timely manner, in writing to the COUNTY and the U.S. Department of Health

and Human Services Health Resources and Services Administration (HHS/HRSA) (the federal awarding agency), with a copy to the HHS Office of Inspector General (OIG). The COUNTY must also disclose same to the DHHS/HRSA and HHS/OIG (<https://oig.hhs.gov/compliance/self-disclosure-info/hhs-oig-grant-self-disclosure-program/>).

Non-federal entities that have received a federal award must report certain civil, criminal, or administrative proceedings as set forth in 45 CFR part 75 Appendix XII to www.SAM.gov. COUNTY and SUBRECIPIENT integrity and performance matters.

If the total federal share of the award is more than \$500,000 over the period of performance, Appendix XII to 45 CFR part 75 is applicable to this award.

HRSA's Mailing Address:

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

HHS OIG's Mailing Address:

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

Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 CFR § 75.371, including suspension or debarment. (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

5.5 In accordance with the Act, Confidentiality Agreements (Section 742), the following applies:

- A. None of the grant funds made available herein may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The limitation in subsection (A) above shall not contravene requirements

applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

5.6 Aspirational Policy Regarding Diversity

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

In addition and in accordance with 45 CFR 75.330 of the Uniform Guidance, the COUNTY must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring the selected staff support, if subcontracts are to be let, to take the affirmative steps listed herein.

5.7 SUBRECIPIENT and the COUNTY shall work together to ensure services are supportive of the needs of lesbian, gay, bisexual, transgender, queer, intersex (LGBTQI) clients and will support gender affirming care, where appropriate and as allowable by HRSA (see Program Letter, Gender-Affirming Care at: <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/hiv-care/gender-affirming-care-rwhap.pdf>).

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

6.1 The SUBRECIPIENT agrees to comply with applicable provisions of Federal, State and COUNTY laws, regulations and rules. The SUBRECIPIENT agrees to follow Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR part 75, also known as, the Uniform Guidance), as may be amended, which can be found electronically on the U.S. Government Publishing Office (GPO) website (<https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75>). The referenced Uniform Guidance provides a streamlined government-wide framework for grants administration and management of HHS awards. Non-federal entities must use the Uniform Guidance Cost principles, 45 CFR part 75, Subpart E – Cost Principles, as may be amended, in order to determine the allowable costs of work performed under Federal awards.

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

Standards for Financial Management

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

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

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

Reporting and Use of Program Income

The COUNTY and the SUBRECIPIENT are required to track and report all sources of service reimbursement as program income. All program income earned must be used to further the objectives of the Ryan White Program. For additional information, see HRSA Policy Notice No. 15-03 available online at: <https://ryanwhite.hrsa.gov/grants/policy-notices>.

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

Pursuant to 45 CFR § 75.503 (e), as may be amended, a Federal agency or a pass-through entity (such as the COUNTY) may request for a program to be audited as a major program; however, such requests must be made at least 180 calendar days prior to the end of the fiscal year to be audited. If the Federal awarding agency or a pass-through entity (such as the COUNTY) agrees to pay the full incremental cost, if any, associated with the program audited as a major program, then the auditee must have the program audited as a major program pursuant to this section.

A SUBRECIPIENT (non-profit or for profit/commercial organization) that expends less than \$750,000.00 in Federal awards (combined) during the SUBRECIPIENT's fiscal year is exempt from this Single Audit or program-specific audit requirement, except as noted in 45 CFR § 75.503, as may be amended. However, records must be available for review. If the SUBRECIPIENT that expends less than \$750,000.00 in Federal awards (combined) during its fiscal year has an audit completed for another funding source or for another purpose, a copy of that audit must be submitted to the COUNTY. Should the COUNTY require independent review from a SUBRECIPIENT that expends less than \$750,000.00 in Federal awards, a limited scope agreed-upon-procedure engagement will be paid for and arranged by the COUNTY, in accordance with 45 CFR § 75.425 of the cost principles applicable to non-federal entities.

Pursuant to section 2-481 of the Miami-Dade County Code, the SUBRECIPIENT (non-profit or for profit/commercial organization) will grant read-only access to the Commission Auditor to any and all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The SUBRECIPIENT agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and adequate procedures for determining the allowability and allocability of costs.

- When applicable, the Fiscal Year End audit must be submitted to the Federal Audit Clearinghouse (FAC) electronically at <https://www.fac.gov/>. See the "Welcome to the FAC" page (<https://www.fac.gov/welcome/>) and the "Updates from the FAC" page (<https://www.fac.gov/info/updates/>) for additional information. When applicable, required audit reports must be submitted to the FAC and written notice to the COUNTY of said submission (see Article VII, Section 7.5 (C), of this Agreement) within nine (9) months after the end of the SUBRECIPIENT's Fiscal Year End date. If SUBRECIPIENT's Single Audit has a fiscal period ending between January 1, 2023 and September 30, 2023 and any 2022 submission with the fiscal period ending between January 1, 2022 and October 31, 2022, will be considered on time if the audits are submitted within nine (9) months after their respective fiscal period end date.

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

- (i) "Recipients and subrecipients that are commercial organizations (including for-profits and for-profit hospitals) have two options regarding audits:
 - (1) A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with

Government Auditing Standards, in those cases where the recipient receives awards under only one HHS program; or, if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or

(2) An audit that meets the requirements contained in this subpart.

(j) Commercial organizations that receive annual HHS awards totaling less than \$750,000 are exempt from requirements for a non-Federal audit for that year, but records must be available for review by appropriate officials of Federal agencies."

Commercial organizations that are required to have audits must submit the audit reports directly to HRSA by email to AuditResolution@hhs.gov and SARFollowUp@hrsa.gov.

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

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

6.3 The SUBRECIPIENT agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, and the Minority AIDS Initiative (MAI) where applicable, as may be amended. MAI grant funds must be used to improve HIV-related health outcomes to reduce existing racial and ethnic disparities. MAI grant funds must be tracked and reported separately. A summary and full text of the Ryan White Program legislation can be found at the following web page:
<https://ryanwhite.hrsa.gov/about/legislation>.

6.4 Where applicable, the SUBRECIPIENT agrees to comply with cost-effectiveness and reasonableness in prescription drug acquisition practices according to 42 CFR part 50, subpart E, and 45 CFR part 75, subpart E, as may be amended, regarding cost principles. If the SUBRECIPIENT is eligible to be a covered entity under section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient prescription drugs (as defined in that section), failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset. Consistent with DHHS guidance, HRSA recipients that purchase, are reimbursed, or provide reimbursement to other entities for prescription drugs are expected to secure the best prices available for such products and to maximize results for the grantee organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. Requirements of the 340B program, including eligibility, can be found at www.hrsa.gov/opa.

6.5 The SUBRECIPIENT must be registered in the System for Award Management (SAM) (<https://www.SAM.gov>), unless the SUBRECIPIENT is exempt from this requirement under 2 CFR § 25.110. SUBRECIPIENT's information in SAM.gov must be accurate/current at all times. SUBRECIPIENT should update its information in the SAM at least every 12 months, or more often if needed. SUBRECIPIENT agrees to provide the COUNTY with the SUBRECIPIENT's Unique Entity Identifier (UEI) number prior to contract execution. The SUBRECIPIENT may retrieve its UEI by accessing the System for Award Management (SAM) website (<https://www.SAM.gov>).

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

6.7 If SUBRECIPIENT provides a service that is available through the State Medicaid Plan [including, but not limited to, the Managed Medical Assistance (MMA) and Long-term Care (LTC) plans], the SUBRECIPIENT must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement. If SUBRECIPIENT received a waiver from this requirement, a copy of the approved waiver must be submitted to the COUNTY.

6.8 Where applicable, recipients and sub-recipients of Federal funds are subject to the Medicare and Medicaid anti-kickback statute 42 USC § 1320a-7b(b). There is a risk of criminal and administrative liability under this statute, specifically under 42 USC § 1320-7b(b) Illegal remunerations. This states, in part, that:

Whoever knowingly and willfully solicits or receives (or offers or pays) any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind—

- A. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal health care program, or
- B. in return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a federal health care program,

shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000.00 or imprisoned for not more than five (5) years, or both.

Furthermore, SUBRECIPIENT must comply with the Ryan White HIV/AIDS Program (RWHAP) National Monitoring Standards for RWHAP Part A Recipients, Universal Monitoring Standards for RWHAP Part A and Part B Recipients, Section D: Anti-Kickback Statute, dated June 2022. These National Monitoring Standards (available at <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/2022-rwhap-nms-part.pdf>), include, but are not limited to, a requirement for the SUBRECIPIENT to have adequate policies and procedures that ensure compliance with the Anti-Kickback Statute, such as:

- A corporate compliance plan, if a Medicaid and/or Medicare provider, that provides for a compliance officer, compliance committee, communication lines to report noncompliance, auditing, corrective action plans, and method for reporting noncompliance with AKS.
- An anti-kickback policy that prohibits the solicitation of cash or in-kind payments for awarding contracts, referring clients, purchasing goods and/or services, and submitting fraudulent billings. It should also include the uses and applications of safe harbor laws.
- Written bylaws and board policies, if it is a non-profit, include conflict of interest, the prohibition on the use of organization assets for personal use, and procedures for open communication.
- Code of Ethics or Standards of Conduct that include conflict of interest, prohibition on the use of agency property without approval, fair and open competition, confidentiality, use of company assets, timely and truthful disclosure of accounting deficiencies and non-compliance, and penalties and disclosure procedures for conduct deemed to be felonies.
- Written personnel policies that discourage large signing bonuses or hiring persons with a criminal record relating to, or who are currently being investigated for, healthcare fraud. Refer to 42 CFR 1001 to ensure compliance related to hiring anyone with a criminal record relating to healthcare fraud, prescription drugs, or patient care.
- Maintain documentation of service contracts, key employee background checks [during the hiring process], recruitment policies and practices, and audit reports and findings.

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

- A. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third-party payer, for the item or service:
 - (1) Under any State compensation program, insurance policy, or any Federal or State health benefits program; or
 - (2) By an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
- B. Make direct cash payments or offer cash incentives to intended recipients (clients) of Ryan White HIV/AIDS Program core medical or support services. However, food, personal hygiene products, or medical transportation vouchers as applicable to services provided under this Agreement are allowable. See Section 6.12, below, for additional guidance.
- C. Purchase vehicles without written prior approval from HRSA's Division of Grants Management Operations (DGMO).

- D. Conduct non-targeted marketing promotions or advertising about HIV services that target the general public (e.g., poster campaigns for display on public transit, TV or radio public service announcements, etc.).
- E. Conduct broad scope awareness activities about HIV services that target the general public, or conduct outreach activities that have HIV prevention education as their exclusive purpose, pursuant to HRSA Division of Service System's Program Policy Notice 16-02; with additional information available at <https://ryanwhite.hrsa.gov/grants/policy-notices>.
- F. Influence or attempt to influence members of Congress and other Federal personnel. Further, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- G. Influence or attempt to influence members of the Miami-Dade County Board of County Commissioners, the County Mayor, or any employee or personnel of Miami-Dade County.
- H. Provide Syringe Services Programs, inclusive of syringe exchange, access, and disposal programs, except as allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. [See Section 6.9 V (8) of this Agreement for additional information.]
- I. File any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.
- J. Provide alcoholic beverages, especially, but not limited to, its use as an entertainment expense.
- K. Cover entertainment costs such as the cost of amusements, social activities, and related incidental costs; except as allowable per 45 CFR §.75.438.
- L. Provide stipends or honoraria when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for, the recipient of the stipend or honorarium. However, a payment for services rendered, such as a speaker's fee under a conference grant, is allowable.
- M. Recipients and subrecipients of federal funds are not allowed to use federal funding to lobby federal, state, or local officials or their staff to receive additional funding or influence legislation.
- N. Meal costs are generally unallowable except for the following:
 - (1) Subjects and patients under study.

- (2) Where specifically approved as part of the project or program activity (e.g., in programs providing residential substance abuse treatment services; in programs providing children's services).
- (3) When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement. However, this would not be a direct service cost.
- (4) As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
- (5) Under a conference grant, when meals are a necessary and integral part of a conference, provided that meal costs are not duplicated in participants' per diem or subsistence allowances.
- (6) Guest meals are not allowable.

O. Bad debts.

P. Fundraising.

Q. Invention, patent or licensing costs unless specifically authorized in the Notice of Award.

R. Advertising and public relations costs are conditionally allowable in accordance with 45 CFR § 75.421. Promotional items (SWAG) and memorabilia (e.g., pencils, cups, t-shirts, cookbooks, bags), gifts, and souvenirs designed to promote the recipient's (subrecipient's) organization are unallowable as advertising/public relations costs.

S. Under HRSA Policy Notice No. 16-02, revised 10/22/2018, as may be amended, Ryan White Program grant funds also may not be used for the following:

- (1) Clothing;
- (2) Employment or employment-readiness services;
- (3) Funeral or burial expenses;
- (4) Property taxes;
- (5) Pre-Exposure Prophylaxis (PrEP);
- (6) Non-occupational Post-Exposure Prophylaxis (nPEP);
- (7) International travel;
- (8) Materials designed to promote or encourage, directly, intravenous drug use or sexual activity, whether homosexual or heterosexual;
- (9) The purchase or improvement of land;
- (10) The purchase, construction, or permanent improvement of any real property, building or other facility; or
- (11) Off premise social/recreational activities or client's gym memberships.

T. Under the updated HRSA HIV/AIDS Bureau (HAB) June 22, 2016 Program Letter (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/prep-letter-06-22-2016.pdf>), Ryan White Program grant funds also cannot pay for pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP) as the person using PrEP is not an individual with HIV and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore are not eligible for Ryan White Program-funded services.

- U. Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle; and any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees.
- V. Furthermore, funding under this Agreement is subject to the legislative requirements mandated by the Act, as follows:
 - (1) Gun Control (Division H, Title II Section 210):
 - (a) None of the funds made available in this title [made available herein] may be used, in whole or in part, to advocate or promote gun control.
 - (2) Anti-lobbying (Division H, Title V, Section 503):
 - (a) No part of any appropriation contained in the Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
 - (b) No part of any appropriation contained in the Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(3) Restrictions on Abortions (Division H, Title V, Section 506):

- (a) None of the funds appropriated in the Act [made available herein], and none of the funds in any trust fund to which funds are appropriated in the Act, shall be expended for any abortion.
- (b) None of the funds appropriated in the Act, and none of the funds in any trust fund to which funds are appropriated in the Act, shall be expended for health benefits coverage that includes coverage of abortion.
- (c) The term "health benefits coverage" means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

(4) Exceptions to Restriction on Abortions (Section 507):

- (a) The limitations established in the preceding section shall not apply to an abortion –
 - (1) if the pregnancy is the result of an act of rape or incest; or
 - (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
- (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a state, locality, entity, or private person of state, local, or private funds (other than a state's or locality's contribution of Medicaid matching funds).
- (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a state or locality to contract separately with such a provider for such coverage with state funds (other than a state's or locality's contribution of Medicaid matching funds).
- (d) (1) None of the funds made available in the Act [made available herein] may be made available to a federal agency or program, or to a state or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. (2) In this subsection, the term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a

health insurance plan, or any other kind of health care facility, organization, or plan.

(5) Ban on Funding of Human Embryo Research (Section 508):

- (a) None of the funds made available in the Act [made available herein] may be used for:
 - 1) the creation of a human embryo or embryos for research purposes; or
 - 2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).
- (b) For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of the Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

(6) Limitation on Use of Funds for Promotion of Legalization of Controlled Substances (Section 509):

- (a) None of the funds made available in the Act [made available herein] may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.
- (b) The limitation in subsection (a) [above] shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(7) Restriction of Pornography on Computer Networks (Section 520):

- (a) None of the grant funds made available herein may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- (b) Nothing in subsection (a) [above] shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(8) **Restriction on the Purchase of Sterile Needles (Division H, Title V, Section 503):**

Notwithstanding any other provision of the Act, no funds appropriated in the Act [or made available herein] shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

W. Funds are prohibited from being obligated or expended, procured or obtained, or contracted (new or renewed) on certain telecommunications and video surveillance services or equipment, in accordance with the Uniform Guidance 2 CFR § 200.216, as may be amended.

6.10 The SUBRECIPIENT shall:

- A. Participate in clinical quality improvement projects as well as related quality management trainings, workshops, targeted record reviews, technical assistance meetings, and any other related activities as required by the COUNTY or the Miami-Dade HIV/AIDS Partnership;
- B. Participate in activities related to the development of a community-based continuum of care (i.e., HIV Care Continuum) encompassing the comprehensive range of services required by program-eligible people with HIV or their families, where applicable, in order to meet the health care and social service needs of people with HIV throughout the course of their illness;
 - (1) The HIV Care Continuum measures client health outcomes from HIV diagnosis, linkage to care, receipt of care, retention in care, to achieving viral suppression.
- 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 subrecipients;
- D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients, staff, or other care providers. The SUBRECIPIENT's internal grievance procedures must afford their clients or other care providers with immediate access to these procedures. These procedures shall be made available to clients or other care providers prior to accessing the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SUBRECIPIENT's internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and

individuals covered; a non-binding procedure for resolving conflicts; a written response by the SUBRECIPIENT to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SUBRECIPIENT; and a reasonable timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SUBRECIPIENT site. Documentation of informal complaints and formal grievances from clients, program staff, or other care providers must be tracked and reported to the COUNTY reported to the COUNTY in the Annual Progress Report, referenced in Article VII, Section 7.1 (C) of this Agreement;

- 6.11 If the SUBRECIPIENT is a commercial organization, it is hereby advised that it has been classified as a subrecipient of a federal subaward under this Agreement. Therefore, with regards to property and procurement, due to the nature of the services provided under this Agreement, the SUBRECIPIENT will adhere to the guidelines set forth in 45 CFR part 75, as may be amended, as applicable to subrecipients who are non-federal entities. For the purchase of equipment under this Agreement, the guidelines under Property Standards and Procurement Standards in 45 CFR § 75.316 and 45 CFR § 75.335 of the OMB Uniform Guidance, respectively, will apply to the SUBRECIPIENT. For disposition of equipment, the SUBRECIPIENT will follow the guidelines set forth in 45 CFR § 75.320, titled "Equipment". Supporting documentation must be retained to demonstrate that the equipment's fair market value is less than \$5,000 at the time of disposition. To meet this requirement, the COUNTY will accept market research of no less than three (3) different vendors indicating the current fair market value of the same brand and model (or similar equipment). This documentation must be available for review during a monitoring site visit.
- 6.12 SUBRECIPIENT shall not make direct cash payments to intended recipients (clients) of core medical or support services. This prohibition includes cash incentives and cash intended as payment for Ryan White Program services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. As applicable to services funded under this Agreement, store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the Ryan White Program are also allowable as incentives for eligible program participants. Where applicable, SUBRECIPIENT will administer voucher and store gift card programs in a manner which assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable. See Article II, Section 2.1 (QQ) of this Agreement for related information.
- 6.13 The SUBRECIPIENT agrees to provide services under this Agreement without regard to:
 - A. The ability of the individual to pay for such services;

- B. The current or past health conditions of the individuals to be served;
- C. The receipt of additional services from other health or social service facilities funded under the Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended, except for services requiring a medical case management referral [Ryan White Program In Network Referral or Out of Network (OON) Referral]; or
- D. The client's utilization of other services offered by the SUBRECIPIENT, except for certain medical specialty care services which may require a second medical opinion from a physician affiliated with the SUBRECIPIENT, subject to the availability of grant funds and budgetary limitations.

6.14 Service provision shall be based on the following:

- A. The SUBRECIPIENT agrees that client eligibility for services under this Agreement shall be determined on the basis of the confirmatory medical status of the person with HIV, as documented by records referenced in Article VII, Section 7.1, of this Agreement.
- B. Services shall be provided to underserved medically indigent program-eligible people with HIV whose gross household income does not exceed 400% of the Federal Poverty Level guidelines [unless otherwise specifically noted in the most current, local Ryan White Program Service Delivery Manual, incorporated herein by reference, as may be amended], including, but not limited to, men, women, youth, children, infants, minorities, LGBTQI, people who are homeless or unstably housed, people who are physically or mentally challenged, hemophiliacs, and persons affected by chemical dependency or mental illness, as documented by acceptable records as referenced in Article VII, Section 7.1, of this Agreement.
- C. The SUBRECIPIENT shall ensure that each program-eligible service recipient (client) resides in Miami-Dade County, as documented by records referenced in Article VII, Section 7.1, of this Agreement.

6.15 The SUBRECIPIENT shall:

- A. Assume the financial risk for providing services to individuals who do not have documentation of a confirmatory HIV positive test result, except for instances where it is permissible to serve affected non-HIV positive individuals as per Federal guidelines, and as allowed under the most current, local Ryan White Program Service Delivery Manual;
- B. Assume the financial risk for providing services to individuals for whose services other local, state, or federal sources of funding could have reasonably been anticipated, determined, or utilized;
- C. Assume the financial risk for providing services to individuals who the SUBRECIPIENT has not properly documented as eligible for Ryan White Program Part A or MAI-funded services, as specified in Article VII of this Agreement and the most current, local Ryan White Program Service Delivery Manual;

- D. Assume the financial risk for submitting a Ryan White Program In Network Referral (through the Provide® Enterprise Miami data management system) to another Ryan White Program-funded provider certifying that the client is eligible if the SUBRECIPIENT has not properly documented the client as being eligible for Ryan White Program Part A or MAI-funded services, as specified in Article VII of this Agreement and the most current, local Ryan White Program Service Delivery Manual;
- E. Provide services in a setting that is accessible to low-income, program-eligible people with HIV;
- F. Conduct general outreach (recruitment) to locate low-income, program-eligible people with HIV who are not receiving outpatient medical care or treatment in order to inform such individuals of available services at the SUBRECIPIENT's location and in the community; such general outreach or recruitment is not related to targeted Part A or MAI-funded Outreach Services;
- G. Demonstrate and document compliance, to the extent possible, with the local Ryan White Program System-wide Standards of Care; the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio" (<https://ryanwhite.hrsa.gov/grants/performance-measure-portfolio>), as may be amended, which includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level; the National CLAS Standards; and, if applicable, with the local Ryan White Program Medical Case Management Standards of Service, Public Health Service Guidelines, Ryan White Program Oral Health Care Standards, and the Ryan White Program Minimum Primary Medical Care Standards for Chart Review; as well as any related Clinical Performance Measures that may be disseminated during the contract year;
- H. Coordinate service delivery and medical case management efforts with other Ryan White Program (Part A and MAI) and non-Ryan White Program subrecipients or service providers;
- I. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training; and
- J. Maintain sufficient and legible documentation in the client charts or service logs to support the procedures or services rendered under this Agreement. This documentation will include, at a minimum, the date of service or activity, type of service or activity, service or activity code (if applicable), the number of service or activity units provided, the time spent providing the service or activity, and any other special documentation required under an individual service category, as defined in the most current, local Ryan White Program Service Delivery Manual, as may be amended. Where appropriate, SUBRECIPIENT's staff shall also include details of the visit in a progress note which must also be maintained in the

client chart or electronic medical/health record as a complete record. Upon request, a written acknowledgment of the services rendered shall be provided to the client, including the cost of such services to the program if requested by the client. Verification of services provided is subject to review and audit by the Miami-Dade County Office of Management and Budget-Grants Coordination/Ryan White Program. Failure to maintain sufficient and legible supporting documentation may result in payments being denied, disallowed, or fiscal repayment to the Ryan White Program.

6.16 If the SUBRECIPIENT does not impose charges on program clients or accept payment for services from any third-party payer, including any insurance policy or any Federal or State health benefits program, then Section 6.9 (A) above and Section 6.17 immediately below do not apply.

6.17 If the SUBRECIPIENT charges for services and provides services that are reimbursable through Medicaid and/or other insurance, then the SUBRECIPIENT **must use** a sliding fee scale for clients receiving these services through Ryan White Program grant funds. The scale is based on the most current DHHS Federal Poverty Guidelines (also known as the Federal Poverty Level or FPL), which is updated annually. Clients with a gross household income less than or equal to 100% of the FPL guidelines in use for the corresponding grant fiscal year will not pay a fee for the provision of services. Clients with a gross household income greater than 100% of the corresponding FPL guidelines may pay a fee for the provision of services (even if the fee is only \$1.00) and, if so, will be charged according to a sliding fee scale. The SUBRECIPIENT will post the sliding fee scale so that it is visible to clients and the general public.

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

(1) Sliding fee schedule:

<u>Individual/Family Annual Gross Income</u>	<u>Total Allowable Annual Charges</u>
Less than or equal to 100% of the Federal Poverty Level guidelines	No charges permitted
101% to 200% of the Federal Poverty Level guidelines	5% or less of annual gross household income
201% to 300% of the Federal Poverty Level guidelines	7% or less of annual gross household income
301% to 400% of the Federal Poverty Level guidelines	10% or less of annual gross household income

(2) The term "aggregate charges" applies to the annual charges imposed for all such services without regard to whether they are characterized as

enrollment fees, premiums, deductibles, cost sharing, co-payments, co-insurance, or other charges for services.

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

Article VII **Reporting, Record-keeping, and Evaluation Studies**

7.1 The SUBRECIPIENT shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SUBRECIPIENT shall maintain, and shall require that its subcontractors maintain, complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SUBRECIPIENT and its subcontractors 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, and uploaded in the Provide® Enterprise Miami data management system under the appropriate placeholder under the View\Scanned Documents link:

- (1) Documentation of the program-eligible client being diagnosed with HIV or AIDS.
- (2) Documentation of the program-eligible client's economic status that establishes their gross household income at or below 400% of the Federal Poverty Level (FPL) guidelines, which are updated annually, as adopted by the COUNTY each March 1st.
- (3) Documentation of the program-eligible client's physical residency in Miami-Dade County.
- (4) Service eligibility determination must be made and documented based on the lists found in Section I, Service Definitions, of the most current, local Ryan White Program Service Delivery Manual and the corresponding Ryan White Program Cost and Eligibility Summary Chart, incorporated herein by reference, as may be amended. Eligibility must be assessed at initial enrollment and during recertification every 366 days thereafter to ensure the program only serves program-eligible clients, and that the Ryan White HIV/AIDS Program is the payer of last resort. However, during grant fiscal year 2025, in accordance with HRSA's Policy Notice (PCN) 21-02, Determining Client Eligibility and Payor of Last Resort in the Ryan White HIV/AIDS Program, the COUNTY may review and update local policies and procedures related to determining client eligibility based on HIV status, low income, and local residency, to remove unnecessary barriers to clients' ability to access care, considering length of time between recertifications,

ways to obtain eligibility documentation electronically, and other potential measures (<https://ryanwhite.hrsa.gov/grants/policy-notices>). SUBRECIPIENT will be notified in writing in advance of implementing updated policies and procedures.

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

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

Subrecipients funded for Ryan White Part A or MAI-funded Medical Case Management services must also utilize the Provide® Enterprise Miami data management system to enter progress notes no later than two (2) business days after service provision. Payment for Medical Case Management and Peer Education and Support Network (PESN) services where progress notes are entered more than forty-eight (48) hours, excluding holidays and weekends, after the actual date of service may be denied, at the discretion of the COUNTY.

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

(6) SUBRECIPIENT receiving an Out of Network (OON) Referral or a client self-referral must upload a copy of the referral and the documentation supporting program eligibility, and required lab test results where indicated in this paragraph in the Client Profile, and store them under View\Scanned Documents, in the Provide® Enterprise Miami data management system. The OON Referral or client self-referral must be accompanied by the actual, program-allowable documentation to support client eligibility [a minimum of one form of documentation for HIV status, Miami-Dade County residency, and low income, as indicated in each of sections 7.1(A)(1, 2, and 3) above; plus a current – not more than six months old – viral load lab test result; and additional lab test results – CD4, complete blood count (CBC), etc. – that may be needed for Oral Health Care services]; and an Eligibility Assessment must be completed in Provide® Enterprise Miami.

(a) Failure of the referring agency to upload appropriate eligibility documentation in the Client Profile in the Provide® Enterprise

Miami data management system is subject to corrective action and fiscal repayment to the COUNTY.

(b) For the SUBRECIPIENT receiving an OON Referral, failure to upload the actual OON referral and its allowable supporting documentation and consent forms on file in the Client Profile in the Provide® Enterprise Miami data management system, as well as complete the Eligibility Assessment for the client, is also subject to disallowed service(s), corrective action, and fiscal repayment to the COUNTY.

(7) **Involuntary Disenrollment of Clients.** SUBRECIPIENT must establish and follow internal policies and procedures that specifically address when termination or dismissal of a client from the agency itself or the Ryan White Program is warranted under local, State, and Federal laws. In support of the SUBRECIPIENT's internal policies and procedures related to client rights and responsibilities, this Agreement allows for a client to be involuntarily disenrolled (dismissed) from the local Ryan White Part A/MAI Program, or from a specific subrecipient agency, for the following reasons:

- (a) Fraudulent use of program assistance;
- (b) Falsification of documents or purposeful omissions of information required to confirm program eligibility for services;
- (c) Persistent noncompliance with the client's plan of care; or
- (d) Disruptive, unruly, abusive, or uncooperative behavior to the extent that continued enrollment seriously impairs the SUBRECIPIENT's ability to furnish services to either the client or other clients. Such behavior includes, but is not limited to, threats or acts of violence, verbal abuse and harassment, criminal activity, and destruction or theft of property.

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

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

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

to make every effort to connect the client to another agency to ensure continued access to HIV medical care.

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

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

- (8) In accordance with HRSA Policy Notice No. 16-01 (<https://ryanwhite.hrsa.gov/grants/policy-notices>), Ryan White HIV/AIDS Program recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive Ryan White HIV/AIDS Program services. Ryan White HIV/AIDS Program recipients and subrecipients may not cite "payer of last resort" language to compel HIV-infected veterans to obtain services from the Veterans Administration health care system or refuse to provide services. Ryan White HIV/AIDS Program recipients and subrecipients may refer eligible veterans to the Veterans Administration for services, when appropriate and available. However, Ryan White HIV/AIDS recipients and subrecipients may not require eligible veterans to access medical or supportive services in the Veterans Administration health care system nor deny them access to health care and support services funded by the Ryan White HIV/AIDS Program. In addition, this payer of last resort requirement does not apply to clients who are eligible for services covered by Indian Health Services; such clients may choose to access the Ryan White Program first.
- B. The SUBRECIPIENT shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided. If the 20th day of the month falls on a weekend or COUNTY-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. Reimbursement requests will be submitted in a format determined by the COUNTY, regarding the provision and utilization of Part A and MAI-funded services, where applicable, in accordance with the provisions of corresponding Federal OMB Uniform Guidance requirements and the Ryan White HIV/AIDS Treatment Extension Act of 2009, including the Minority AIDS Initiative, as may be amended. These monthly reports shall include:
 - (1) Computer Identification System (CIS) number (unique client identification number),
 - (2) date of service,
 - (3) user identification code for provider of service,
 - (4) type of service (billing code),
 - (5) units of service, and

(6) total amount charged for the service.

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

C. Based on client-level and service utilization data entered in the Provide® Enterprise Miami data management system, the SUBRECIPIENT shall submit an Annual Progress Report, a qualitative report based on fiscal year billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at a date to be determined by the COUNTY, within sixty (60) calendar days after the end of the contract period, unless an extension is granted by the COUNTY. Unless otherwise reduced by the COUNTY in writing, this reporting requirement will include a narrative of accomplishments, challenges, and technical assistance needs encountered during the fiscal year; as well as a reporting of progress made in relation to the National CLAS Standards, the Ryan White Program System-wide Standards of Care, the Medical Case Management Standards of Service, and Affordable Care Act enrollment and tax reconciliation, where applicable, as defined in the most current, local Ryan White Program Service Delivery Manual, incorporated herein by reference, as may be amended. A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT may also be included as part of the Annual Progress Report. As a component of this report, if the data are not readily available in the Provide® Enterprise data management system, the SUBRECIPIENT may also be required to collect and report to the COUNTY, in a format to be provided by the COUNTY, information on specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

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

The MAI-funded SUBRECIPIENT shall enter all client-level and service utilization data in the Provide® Enterprise Miami data management system for eligible minority people with HIV (minority clients) to assist with the reporting of the Annual Progress Report for MAI-funded services.

The COUNTY will be responsible for preparing a summary report to submit to HRSA, based on the client and service data entered in the Provide® Enterprise Miami data management system. This COUNTY generated report will include information on client demographics, service utilization, and specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

D. The SUBRECIPIENT, on an annual basis, shall submit to the COUNTY a Ryan White Program Services Report (RSR), a quantitative annual report based on calendar year client-level service utilization data. This documentation (including the Provider Report and the Client Report, including an encrypted XML data file) shall be submitted through HRSA's Electronic Handbook (EHB), as appropriate. The RSR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding, as may be amended. Additionally, the SUBRECIPIENT shall comply with HRSA's Client Level Data (CLD) requirements. The COUNTY shall notify all subrecipients at the earliest opportunity of any additional requirements related to the CLD (including, but not limited to, changes that may be necessary as a result of Eligible Scope and Eligible Services reporting requirements). The COUNTY will notify SUBRECIPIENT by January 31st of each year, of the reporting instructions and deadlines for the RSR (with a final approved report usually due to HRSA by the end of March each year).

E. The SUBRECIPIENT shall submit to the COUNTY a Final Line Item Expenditure Report (FLIER), separate for each funded service category, itemizing all Ryan White Part A and MAI funding, where applicable, other shared costs received, and actual expenditures incurred during the contract period associated with this Agreement. The Flier(s) must reflect the actual expenses for approved line items that Part A and/or MAI-grant funds reimbursed by the COUNTY's Ryan White Program were actually applied to. The Flier(s) must also reflect all changes made to the SUBRECIPIENT's Part A/MAI award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding grant fiscal year. If the actual expenditure differs from the projected budget amount by greater or less than 25% or \$50,000.00, whichever is lower, the SUBRECIPIENT must include a brief explanation of the reason(s) for the difference. Overpayments to the SUBRECIPIENT that are identified as a result of the SUBRECIPIENT's reconciliation of budgeted costs versus actual expenditures in the Flier, in relation to the amount reimbursed by the COUNTY by service category, may require repayment to the COUNTY. Any required repayments must be made by check payable to "Miami-Dade County", and must be included with the Flier submission to the COUNTY by the reporting deadline. The Flier for each funded service category must be submitted no later than sixty (60) calendar days following the end of the grant budget period unless the COUNTY provides written notification of an alternate deadline date. The Flier(s) must be consistent with the applicable regulations (45 CFR part 75.381), as may be amended.

SUBRECIPIENT will submit an annual certification signed by both the SUBRECIPIENT's fiscal officer and official contact person under this Agreement, to accompany the Flier submission. Such certification will indicate that 1) each budget submitted for this report is true, complete and accurate; 2) the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award and corresponding Agreement; 3) awareness that any false, fictitious, or fraudulent information, or omission of any material fact, may subject the certifiers to criminal, civil or administrative penalties under U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 4) budgeted costs and actual

expenditures for the grant budget period have been determined allowable in accordance with 45 CFR part 75; 5) all reported amounts have appropriate and sufficient backup documentation on file at the organization for a period of five (5) years following the date of report submission; and 6) all report forms have been reviewed and are free of mathematical errors.

F. The SUBRECIPIENT shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of \$1,000.00 or more per item and with a normal life of one (1) or more years. Additional federal reporting is required for equipment purchases with an acquisition cost of \$5,000.00 or more, as further defined in Section 7.1 F (5), directly below. All nonexpendable property purchased with Federal Ryan White Part A/MAI grant funds from this and previous Agreements with the COUNTY shall be inventoried annually by the SUBRECIPIENT. When applicable, an inventory report shall be submitted to the COUNTY, on a format to be provided by the COUNTY.

(1) The SUBRECIPIENT's nonexpendable property records shall include:

- (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;
- (b) Location of nonexpendable property;
- (c) Model number and manufacturer's serial number;
- (d) Date of acquisition;
- (e) Property cost;
- (f) Property inventory number;
- (g) Information on its condition; and
- (h) Information on its transfer, replacement or disposition, if applicable.

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

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

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

(5) For COUNTY-approved equipment purchases with an acquisition cost of \$5,000.00 or more per unit acquired by the SUBRECIPIENT using grant award funds only, the SUBRECIPIENT must submit the federal Tangible Personal Property Report (SF-428) form and any related forms to the COUNTY, who will submit this report in HRSA's Electronic Handbook (EHB) per Federal guidelines. When applicable, the Tangible Personal Property Report must be submitted within ninety (90) calendar days after the project period ends.

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

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

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

7.2 The SUBRECIPIENT agrees to participate in evaluation studies, clinical quality management activities, Performance Improvement Plan activities, Integrated Plan activities, Ending the HIV Epidemic activities, and needs assessment activities sponsored by HRSA or processes 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 SUBRECIPIENT shall:

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

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

- C. Participate in ongoing meetings and Subrecipient Forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support subrecipients; and
- D. Participate in monitoring site visit and quality management record review entrance and exit interviews, acknowledge recommended or required improvements, and develop and implement program enhancements or corrective actions, as appropriate to the observations or findings.

7.3 The SUBRECIPIENT agrees to participate in the Provide® Enterprise Miami data management system, provided by Groupware Technologies LLC. 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 this data management system, on behalf of the COUNTY, to the SUBRECIPIENT's premises, equipment, electronic files, client charts, and where appropriate, medical records (electronic or hard copy), in accordance with applicable Federal and State privacy laws and requirements, and in accordance with Article II, Sections 2.1 (J), (W), and (X) of this Agreement;
- B. Completion of data entry and updates of minimum data set (required fields) indicated by red asterisks in the Client Profile in this data management system;
- C. Compliance with all policies and procedures related to the full use of this data management system as required by the COUNTY; including, but not limited to, medical case management providers utilizing this data management system to record client registration and intake information, comprehensive health assessments, financial assessments, referrals, and progress notes; and all subrecipients utilizing this data management system to record client level information, required demographics, and service utilization data;
- D. The submission of an electronic request through this data management system to the COUNTY, or by electronic mail to the COUNTY's Ryan White Program Administrator (carla.valleschwenk@miamidade.gov), for any additional staff (system user) needed to access this data management system. Requests for additional staff to gain access to this data management system must be submitted to the COUNTY in a timely manner not to exceed thirty (30) calendar days from the date of hire or transfer into the Ryan White Program. Late requests for additions to this data management system that exceed three (3) months from the first date the staff person provided services to Ryan White Program-eligible clients may have the start date adjusted or may be denied, at the discretion of the COUNTY.

Requests for equipment or telecommunication lines must be submitted in writing to the COUNTY. The written request for equipment shall, at a minimum, include a justification for the request, the type and number of equipment items or telecommunication lines needed, and the number and names of the staff members

that will need access to this data management system, as well as a description of their responsibilities and their start date under this Agreement;

- E. Participation of appropriate SUBRECIPIENT staff persons in ongoing technical assistance activities, training workshops, and user support groups for this data management system; and
- F. Requests to remove SUBRECIPIENT's staff from this data management system's User Access will be made by the SUBRECIPIENT, in a timely manner, not to exceed thirty (30) calendar days from the effective date of removal. Such requests will be made electronically through this data management system, or by electronic mail to the COUNTY's Ryan White Program Administrator (carla.valleschwenk@miamidade.gov). Late requests exceeding thirty (30) calendar days may have the end date adjusted, at the discretion of the COUNTY.

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

7.5 The SUBRECIPIENT shall:

- A. Maintain appropriate systems, in addition to using the Provide® Enterprise Miami data management system, 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. The COUNTY, through its duly authorized representatives and governmental agencies, shall until the expiration of five (5) years after the expiration of this Agreement and any extension thereof – unless the laws of the State of Florida or the COUNTY's record retention schedule require a lengthier retention period, or Federal law requires a shorter retention period – have access to and the right to examine and reproduce any of the SUBRECIPIENT's books, documents, papers, and records and of its Subcontractors and Suppliers which apply to all matters of the COUNTY. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement and pursuant to section 2.1 X of this Agreement.
- C. When applicable, submit the annual certified public accountant's audit including all related financial statements made in accordance with applicable Uniform Guidance, 45 CFR part 75, subpart E related to contract cost principles and procedures, and subpart F related to audit requirements, as may be amended, to the Federal Audit Clearinghouse (<https://www.fac.gov/>). In addition, send a written notification by electronic mail, U.S. mail, or hand-delivered to the COUNTY once the audit has been submitted to the Federal Audit Clearinghouse, or submit a complete electronic copy of the audit to the COUNTY.

The audit(s) performed shall be conducted on each of the organization's fiscal year(s) during which Ryan White Program Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent certified auditors. In accordance with 45 CFR § 75.512, as may be amended, the reporting package must include financial statements and schedule of expenditures of Federal awards in accordance with 45 CFR § 75.510 (a) and (b); a summary schedule of current and prior year audit findings per 45 CFR § 75.511 (b); the auditor's report in accordance with 45 CFR § 75.515; and a corrective action plan in accordance with 45 CFR § 75.511(c). Non-Federal entities that expend less than \$750,000.00 per fiscal year in awards from all Federal sources are exempt from the requirements of Uniform Guidance 45 CFR part 75 Subpart F for that year, except as noted in 45 CFR § 75.503.

Notification of submission to the Federal Audit Clearinghouse (FAC), or a copy of the complete audit report, must be received by the COUNTY within nine (9) months after the end of the SUBRECIPIENT's fiscal year end (see Article VI, Section 6.2, above).

If the SUBRECIPIENT expends less than \$750,000.00 in combined federal awards during its fiscal year, but has an audit completed for another funding source or for another purpose, the SUBRECIPIENT must submit a copy of the audit report to the COUNTY within nine (9) months after the end of the SUBRECIPIENT's fiscal year end (see Article VI, Section 6.2, above).

If the SUBRECIPIENT is a commercial organization, furnish a complete hardcopy of the audit report and all related financial statements made in accordance with applicable guidance in 45 CFR §§ 75.501(h), (i) and (j) to the COUNTY within nine (9) months after the end of the SUBRECIPIENT's fiscal year end. Commercial organizations that are required to have audits must submit a copy of their completed audit reports directly to the COUNTY within nine (9) months after the end of the SUBRECIPIENT's fiscal year end (see Article VI, Section 6.2, above).

The COUNTY is not authorized to grant extensions to the FAC or HHS audit reporting deadline.

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

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

If the due date falls on a weekend or Federal holiday, the related written notification (email) to the COUNTY or a copy of the complete audit reporting package shall be due to the COUNTY by the next business day.

- D. Include record-keeping and reporting requirements in all subcontracts consented to by the COUNTY that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of Services (Exhibit A) and meet all requirements set forth in Article II, Section 2.1 (M) of this Agreement; and
- E. Maintain a cost allocation plan, agency-wide budget, and reports of budgeted versus actual costs, along with supporting documentation for any shared costs included in the SUBRECIPIENT's approved contract budget(s) for the provision of HIV-related services under the Ryan White Part A and MAI Programs, where applicable.

Article VIII Amount Payable

8.1 Both parties agree that should funding to the COUNTY for health and support services for program-eligible people with HIV be reduced or should the SUBRECIPIENT fail to maintain a documented expenditure pattern consistent with the attached Scope of Service (Exhibit A) and Service Budget documents [line item budget(s) and narrative budget justification(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 SUBRECIPIENT before the COUNTY's execution of this Agreement shall be at the SUBRECIPIENT's risk and expense. In any event, the maximum amount payable under this Agreement shall not exceed the following award amounts, unless a formal amendment is executed by the COUNTY:

[ONLY INCLUDE THE ACTUAL SERVICE CATEGORIES FUNDED UNDER THE CORRESPONDING RFP IN THE TABLE BELOW; KEEP APPROPRIATE SERVICE CATEGORY(S) LISTED IN ALPHABETICAL ORDER WITH ITS MAI COMPANION LISTED FIRST, ADD AMOUNT(S); THEN DELETE THIS INSTRUCTION PARAGRAPH AND EXTRA SPACES/RETURNS; USE THE LIST FROM FY 2024 IF IT FOLLOWS THESE INSTRUCTIONS]

<u>Service Category</u>	<u>Amount</u>
For AIDS Pharmaceutical Assistance (Local Pharmaceutical Assistance Program; LPAP):	
For MAI Emergency Financial Assistance:	
For Emergency Financial Assistance:	
For Food Bank:	
For Health Insurance Premium and Cost Sharing	

<u>Service Category</u>	<u>Amount</u>
Assistance for Low-income individuals (Health Insurance Assistance):	
For MAI Medical Case Management, including Treatment Adherence Services:	
For Medical Case Management, including Treatment Adherence Services:	
For MAI Medical Transportation:	
For Medical Transportation:	
For MAI Mental Health Services:	
For Mental Health Services:	
For Oral Health Care:	
For Other Professional Services (Legal Services and Permanency Planning):	
For MAI Outpatient/Ambulatory Health Services:	
For Outpatient/Ambulatory Health Services:	
For MAI Outreach Services:	
For Outreach Services:	
For MAI Substance Abuse Outpatient Care:	
For Substance Abuse Outpatient Care:	
For Substance Abuse Services (Residential):	

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

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

- A. The SUBRECIPIENT fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or
- B. There were any significant deviations from the approved corresponding Scope of Services (Exhibit A) indicating that the SUBRECIPIENT is not spending at a rate that would absorb its full allocation, per category of service, within the contract period.

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

Article IX **Project Budget and Method of Payment**

9.1 The SUBRECIPIENT agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. The non-Federal entity may elect "pay in advance" in accordance with 45 CFR § 75.305 of the Uniform Guidance if it has submitted documentation to support its ability to comply with the Federal requirements for advance payment and is subsequently approved by the COUNTY.

The SUBRECIPIENT is required to use the County-approved "Payment Request" form provided by the COUNTY and to submit such form to the County during the term of this Agreement. All invoices shall contain the following information, at a minimum: 1) SUBRECIPIENT information (name of SUBRECIPIENT as specified on the Award Notice issued by the COUNTY; date of invoice; unique invoice number; SUBRECIPIENT's Federal Identification Number on file with the COUNTY and the State of Florida); 2) COUNTY information (County release purchase order number or contract identification number); 3) Pricing information (unit price of services provided; extended total price of services provided; applicable discounts or adjustments); 4) Services provided (description; quantity); and 5) Delivery information (delivery terms; reference to corresponding Agreement). Failure to submit invoices in the prescribed manner will delay payment.

Failure to submit monthly reimbursement request(s) and the summary of monthly activities performed in a manner satisfactory to the COUNTY by the twentieth (20th) day of each month following the month in which services were delivered, shall render the SUBRECIPIENT in non-compliance with this Article, unless the COUNTY has granted the SUBRECIPIENT an extension in writing. Or in the case of "pay in advance", monthly requests must be received by the 20th on the month preceding the month of service along with the prior month's actual expenditure amount. Notwithstanding the foregoing, if the 20th day of the month falls on a weekend or County-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. The COUNTY may require the SUBRECIPIENT to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.

- A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SUBRECIPIENT as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SUBRECIPIENT as condition precedent to resumption of payments and shall specify a reasonable date for compliance.
- B. For non-governmental subrecipients, no payments will be made without original and non-expired certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY's Internal Services Department, Risk Management Division, as specified under Article XI, Section 11.2 of this Agreement.
- C. The contract close-out invoice along with any outstanding reports shall be submitted no later than thirty (30) calendar days following the end of this Agreement's contract period. If the 30th day falls on a weekend, the closeout invoice shall be submitted on the next business day (i.e., Monday, March 31, 2026). If the SUBRECIPIENT fails to comply, all rights to related payment will be forfeited. **No extensions will be granted. No exceptions.**
- D. Close-out reports, such as the Final Line Item Expenditures Report (FLIER) and Annual Progress Report, are due sixty (60) calendar days after the end of the grant budget period unless the COUNTY provides written notification of an alternate deadline date.
- E. Under Outreach Services, Payment Requests (invoices) submitted (via mail, email or the Provide® Enterprise Miami data management system) without any recorded services will not be processed for payment without the County's prior approval. In months where this occurs, the County will automatically apply a 1/12th penalty for the month without services and will not take into consideration this month for purposes of the quarterly performance review. See the 1/12th payment penalty detail included in the most current, local County Ryan White Program Service Delivery Manual, Section I. – Service Definitions, Outreach Services subsection, incorporated herein by reference.

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

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

In accordance with the applicable Uniform Guidance and 48 CFR § 31.2, as applicable and as may be amended, documentation of Support or Apportioning of Salaries and Wages (i.e., time and effort reports) must be maintained for any staff allocated in whole or in part to this Agreement, and is subject to audit by the COUNTY and to fiscal repayment to the COUNTY if the SUBRECIPIENT is determined to be out of compliance with this requirement. Documentation that

reconciliation of such time and effort reports is conducted on a regular basis by the SUBRECIPIENT is also required.

- B. Service Units: to be billed at the unit cost, multiplier rate, or dispensing charge contained in the approved Service Budget(s) and Budget Narrative Justification(s) (see Exhibit B of this Agreement), and invoiced with supporting documentation showing units of services delivered (i.e., actual services provided or rendered) to program-eligible clients, as specified under Article VII, Section 7.1 of this Agreement;
- C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; or
- D. Overhead rate (administrative charge): as shown in the approved Service Budget section, Exhibit B, of this Agreement.

- 9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any grant funds disbursed to the SUBRECIPIENT to which the SUBRECIPIENT was not entitled, or for which SUBRECIPIENT's supporting documentation could not be found or was found to be incomplete or illegible. Upon written notice to the SUBRECIPIENT, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SUBRECIPIENT. Upon withholding or seeking reimbursement from the SUBRECIPIENT, the COUNTY has the right to retain said grant funds. Notice shall be provided by the COUNTY to the SUBRECIPIENT in a timely manner, not to exceed thirty (30) calendar days from the date the COUNTY is informed by the SUBRECIPIENT or other source, or the COUNTY discovers through its independent inspection, review, or audit pursuant to Article II, Sections 2.1 (I) and (J) of this Agreement that the SUBRECIPIENT was not entitled to any or all grant funds claimed under this or any current or prior Agreement between the SUBRECIPIENT and the COUNTY. Notwithstanding the COUNTY's rights as described herein, the COUNTY shall communicate and work with the SUBRECIPIENT to ensure compliance with this Agreement and to further ensure that the issuance of the notice described in this Section 9.3 is warranted.
- 9.4 The SUBRECIPIENT's actual expenditures may not deviate more than 25% per line item on the most current approved Service Budget(s), attached herein as Exhibit B, without written approval from the COUNTY. Line items may not be added to the budget or Final Line Item Expenditure Report (FLIER) without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.
- 9.5 Budget revision requests must be submitted to the Office of Management and Budget-Grants Coordination (OMB)/Ryan White Program no later than thirty (30) calendar days prior to the end of the term identified in Article XIII, Section 13.1 of this Agreement. Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the SUBRECIPIENT.

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

Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director

Electronic versions of the documents referenced in this section 9.6 may also be emailed to the COUNTY's Ryan White Program Administrator (carla.valleschwenk@miamidade.gov).

9.7 Documents requiring original signatures may be mailed, hand delivered, or electronically transmitted as indicated directly above in Section 9.6. Signatures or initials on contract, programmatic, fiscal (including, but not limited to, invoices / reimbursement requests), reporting, or client eligibility documents must adhere to the following conditions:

- A physical ("wet") signature or initial, or an actual likeness or copy thereof;

OR, one of the following:

- Signature authentication software (e.g., DocuSign, Adobe Acrobat Sign, DigiSigner, etc.);
- Typed font (Script, etc.) for initials or signatures, ONLY IF followed by a written statement from the signer (by electronic mail or fax) referencing that the document was "signed" by them.

NOTE: Notaries public must adhere to section 117.021, Electronic Notarization, and section 668.50, Uniform Electronic Transaction Act, of Florida Statutes, which can be found at:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0117/Sections/0117.021.html

and

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0668/Sections/0668.50.html

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

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

9.10 Upon receipt and review of a proper invoice submitted by SUBRECIPIENT, the COUNTY shall reimburse SUBRECIPIENT in a timely manner as prescribed herein. In accordance with sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper invoice, the COUNTY shall reimburse SUBRECIPIENT within forty-five (45) calendar days. In accordance with section 2-8.1.4 of the Code of Miami-Dade County, known as the Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the COUNTY shall reimburse SUBRECIPIENT within forty-five (45) calendar days; or within thirty (30) calendar days if SUBRECIPIENT is a small business, a minority-owned business, or a women-owned business enterprise. Failure of the COUNTY to adhere to the Prompt Payment requirements described herein shall render the COUNTY subject to paying interest on the amount due to the SUBRECIPIENT. SUBRECIPIENT shall also pay its subcontractor(s) as authorized under this agreement in a timely manner as indicated in the corresponding subcontract. In addition to the County's Sherman Winn Prompt Payment Ordinance and Administrative Order 3-19, the COUNTY will also adhere to 45 CFR § 75.305(b)(3), where applicable, for purposes of reimbursement. Accordingly, subject to the requirements of 45 CFR § 75.305(b)(3), the COUNTY will make payments to the SUBRECIPIENT within thirty (30) calendar days after receipt of the billing, unless the COUNTY reasonably believes the request to be improper.

9.11 **Reserved.**

9.12 **Accounts Receivable Adjustments.** In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the SUBRECIPIENT to the COUNTY, whether under this Agreement or for any other purpose, the COUNTY reserves the right to retain such amount from payment due by COUNTY to the SUBRECIPIENT under this Agreement. Such retained amount shall be applied to the amount owed by the SUBRECIPIENT to the COUNTY. The SUBRECIPIENT shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the COUNTY to the SUBRECIPIENT for the applicable payment due herein.

Article X Representations and Warranties

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

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

B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SUBRECIPIENT. The execution of this

Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the SUBRECIPIENT or any of its officers.

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

Article XI Indemnification and Insurance

11.1 Indemnification by the SUBRECIPIENT.

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

B. **Governmental Entity SUBRECIPIENT Indemnification.** The SUBRECIPIENT shall indemnify and hold harmless the COUNTY, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, agents, servants, partners, principals or subcontractors. The SUBRECIPIENT shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the

limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the SUBRECIPIENT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SUBRECIPIENT arising out of the same incident or occurrence, exceed the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, servants, agents, partners, principals or subcontractors.

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

11.2 **Insurance Requirements for Governmental Subrecipients.** The parties hereto acknowledge that the SUBRECIPIENT is a self-insured governmental entity subject to the limitations of section 768.28 and chapter 440, Florida Statutes. The SUBRECIPIENT shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28 and Chapter 440, Florida Statutes.

11.3 **Insurance Requirements for Non-Governmental Subrecipients.** Notwithstanding the insurance requirements set forth herein, Article XI, Section 11.2 of this Agreement shall not apply to this Agreement if the total combined award does not exceed \$25,000.00 at any time during the term of this Agreement. Therefore, where applicable, the SUBRECIPIENT shall submit to Miami-Dade County, c/o Office of Management and Budget-Grants Coordination (OMB)/Ryan White Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. **All insurance certificates must list the COUNTY as "Certificate Holder"; and the Certificate Holder section of the insurance certificate must read exactly as presented below:**

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

B. Workers' Compensation Insurance for all employees of the SUBRECIPIENT as required by Florida Statutes, Chapter 440. Failure to maintain such insurance throughout the term of the Agreement shall be a cause for debarment under Section 10-38 of the Code of Miami-Dade County.

C. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

***NOTE:** For Health Care, Human and Social Service organizations providing care and other services to vulnerable clients, such as children, elderly adults and

those with intellectual and developmental difficulties the above listed letter C. insurance requirement is to be replaced with the following:

- 1. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Policy must be endorsed to include Abuse and Molestation coverage. Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000.00* combined single limit per occurrence for bodily injury and property damage.

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

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

- E. Professional Liability Insurance in the name of the SUBRECIPIENT, in an amount not less than \$250,000.00.
- F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - (1) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

- G. If SUBRECIPIENT is a Federally Qualified Health Center, then the SUBRECIPIENT will also submit to the COUNTY a copy of its Federal Tort Claims Act (FTCA) Deeming Notification Letter on an annual basis. The Deeming Notification Letter indicates proof of free medical malpractice liability coverage under the provisions of 42 USC part 6 and the FTCA.
- H. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this Section or under any other section of this Agreement.

- I. The COUNTY reserves the right to inspect the SUBRECIPIENT's original insurance policies at any time during the term of this Agreement.
- J. **Failure to Provide and Maintain Certificates of Insurance and Proof of Medical Malpractice Coverage, where applicable.** The SUBRECIPIENT shall assure that the Certificates of Insurance and proof of medical malpractice coverage, where applicable, that are required in conjunction with this Section of this Agreement remain in full force for the term of this Agreement, including any renewal or extension periods that may be exercised by the COUNTY. If any Certificate of Insurance and proof of medical malpractice coverage, where applicable, are scheduled to expire or have been canceled during the term of the Agreement, the SUBRECIPIENT shall submit new or renewed Certificate(s) of Insurance and proof of medical malpractice coverage, where applicable, to the COUNTY before such expiration.

In the event that expired or canceled certificates and proof of medical malpractice coverage, where applicable, are not replaced or renewed to cover the effective term of the Agreement, the COUNTY may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein, and are approved by the Miami-Dade County's Internal Services Department, Risk Management Division. If such suspension exceeds thirty (30) calendar days, the COUNTY may, at its sole discretion, terminate this Agreement for cause and the SUBRECIPIENT shall be responsible for all direct and indirect costs associated with such termination.

Article XII **Conflict of Interest**

- 12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement. Further, no officer, director, employee, agent, or other consultant of the COUNTY or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- 12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by SUBRECIPIENT shall be employed by the SUBRECIPIENT unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the SUBRECIPIENT if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

- A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- B. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
- C. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event SUBRECIPIENT has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, SUBRECIPIENT shall promptly bring such information to the attention of the COUNTY's Program Director. SUBRECIPIENT shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SUBRECIPIENT receives from the COUNTY's Program Director in regard to remedying the situation.

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

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

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

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

- 12.4 SUBRECIPIENT and COUNTY staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.
- 12.5 SUBRECIPIENT and COUNTY will also adhere to the Federal Financial Assistance Conflict of Interest Policy (COI Policy) pursuant to 45 CFR § 75.112 and 45 CFR § 75.351, whereby any actual or perceived conflicts of interest must be disclosed to the COUNTY and HRSA, respectively, in writing. The COI Policy can be obtained at the following link: <https://www.hrsa.gov/grants/standard-terms/conflict-interest-policy>.

Article XIII Term of Agreement

- 13.1 **Effective Term.** This Agreement shall commence on March 1, 2025 and terminate at the close of business on February 28, 2026 [i.e., Fiscal Year (FY) 2025]. The term of this Agreement shall be the fifth and final option-to-renew that is exercised pursuant to the corresponding, initial Agreement with an effective date of March 1, 2020.

Furthermore, this effective term for Fiscal Year 2025 begins the first of HRSA's multi-year, non-competing continuation award with a period of performance ending on February 29, 2028.

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

Article XIV
Suspension, Debarment and Termination

14.1 Suspension.

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

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

- A. Ineffective or improper use of any grant funds provided hereunder by the SUBRECIPIENT;
- B. Failure by the SUBRECIPIENT to materially comply with any terms, conditions, insurance requirements, representations, or warranties contained herein;
- C. Failure by the SUBRECIPIENT to submit any documents required under this Agreement;
- D. The SUBRECIPIENT's submittal of incorrect, incomplete, or illegible documents; or
- E. Non-compliance with advance payment requirements in accordance with the Uniform Guidance, 45 CFR § 75.305. Such non-compliance may result in payment suspension and/or suspension of advance payments to SUBRECIPIENT; at which time, payments will default to reimbursements.

14.2 Debarment.

- A. Pursuant to Executive Orders 12549 (3 CFR § 1986 Comp., p. 189) and 12689 (3 CFR § 1989 Comp., p. 235), "Debarment and Suspension," a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The SUBRECIPIENT, with an award in excess of \$100,000.00, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement. The SUBRECIPIENT shall have a continuing obligation to notify the COUNTY in writing within ten (10) calendar days of any changes in their exclusion status throughout the term of this Agreement. The failure of the SUBRECIPIENT to notify the COUNTY of any changes in their exclusion status shall constitute a breach of this Agreement.
- B. Any individual or entity who attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement may be disbarred from COUNTY contracting for up to five (5) years.

14.3 **Termination.**

A. **Termination at Will** – Pursuant to the Uniform Guidance, 2 CFR § 200.430 and 45 CFR § 75.372, the following will result in termination of the Agreement, with no less than thirty (30) calendar days' written notice to the SUBRECIPIENT: 1) termination unilaterally (voluntary) by the non-Federal entity (COUNTY); 2) termination by the COUNTY to the greatest extent authorized by law, if an award no longer effectuates the COUNTY's program goals or agency priorities; and 3) termination by HRSA or the COUNTY pursuant to termination provisions included in the Federal award. Additionally, this Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY or the SUBRECIPIENT materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SUBRECIPIENT will have five (5) business days from the day the notice is delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement. However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.

B. **Termination for Convenience** – Pursuant to the Uniform Guidance, 2 CFR § 200.430 and 45 CFR § 75.372, the following will result in termination of the Agreement, with no less than thirty (30) calendar days' written notice to the SUBRECIPIENT: 1) termination by mutual consent. Additionally, the COUNTY may terminate this Agreement by written notice in whole or part when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of grant funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the COUNTY determines in the case of partial termination that the reduced or modified portion of the contract award will not accomplish the purposes for which the grant was made, it may terminate the Agreement in its entirety. The COUNTY will consider the SUBRECIPIENT's request for termination for convenience on a case-by-case basis and shall not unreasonably deny said request as long as the SUBRECIPIENT has satisfactorily demonstrated to the COUNTY that such termination for convenience would not impair or hinder service delivery to the SUBRECIPIENT's clients.

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

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

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

- (1) The SUBRECIPIENT ineffectively or improperly uses the grant funds allocated under this Agreement;
- (2) The SUBRECIPIENT does not furnish the Certificates of Insurance required by Article XI, Section 11.3, of this Agreement, if applicable, or the insurance expires or is canceled, or as otherwise determined by the COUNTY's Internal Services Department, Risk Management Division;
- (3) The SUBRECIPIENT does not submit or submits incomplete or incorrect required reports;
- (4) The SUBRECIPIENT refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SUBRECIPIENT's programs funded under this Agreement;
- (5) The SUBRECIPIENT discriminates under any of the laws outlined in this Agreement;
- (6) The SUBRECIPIENT, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the related Code of Miami-Dade County;
- (7) The SUBRECIPIENT falsifies or violates the provisions of the Drug Free Workplace Affidavit;
- (8) The SUBRECIPIENT attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
- (9) The SUBRECIPIENT fails to correct deficiencies found during a monitoring visit, evaluation, desk audit, or record review within the specified time;
- (10) The SUBRECIPIENT fails to meet the material terms and conditions of any obligation under any contract or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;
- (11) The SUBRECIPIENT fails to comply with the terms and conditions of this Agreement pursuant to the Uniform Guidance, 2 CFR § 200.430 and 45 CFR § 75.372;

- (12) The SUBRECIPIENT fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement), the State Public Entity Crimes Affidavit (Exhibit C, Attachment B, of this Agreement), the Subcontractor/Supplier Listing and Subcontractor Payment Report forms, if applicable (Exhibit C, Attachments C.1 and C.2, of this Agreement), the Collusion Affidavit (Exhibit C, Attachment D, of this Agreement), the Due Diligence Affidavit (Exhibit C, Attachment E, of this Agreement), and the Federal Subaward Notification (Exhibit C, Attachment G, of this Agreement);
- (13) The SUBRECIPIENT fails to fulfill in a timely and proper manner any and all of its material obligations, covenants, agreements, and stipulations in this Agreement; or
- (14) The SUBRECIPIENT fails to adhere to the tracking and reporting requirements for advance payments, if applicable, in accordance with the Uniform Guidance, 45 CFR § 75.305.

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

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

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

a plan for referral to an alternate COUNTY-approved subrecipient organization. Additional requirements for the Transitional Plan may be included at the COUNTY's sole discretion. Approval of the Transitional Plan is in the COUNTY's sole discretion.

Article XV **Event of Default**

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

- A. the SUBRECIPIENT has not delivered Services or Deliverables in a timely manner;
- B. the SUBRECIPIENT has refused or failed, except in case for which a written notice of an extension of time is provided, to supply enough properly skilled Staff/Personnel;
- C. the SUBRECIPIENT has failed to make prompt payment to subcontractors or suppliers for any Services;
- D. the SUBRECIPIENT has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SUBRECIPIENT's creditors, or the SUBRECIPIENT has taken advantage of any insolvency statute or debtor/creditor law or if the SUBRECIPIENT's affairs have been put in the hands of a receiver;
- E. the SUBRECIPIENT has failed to obtain the approval of the COUNTY where required by this Agreement;
- F. the SUBRECIPIENT has failed to provide "adequate assurances" as required under Section 15.2 below;
- G. the SUBRECIPIENT has failed in the representation of any warranties stated herein;
- H. the SUBRECIPIENT has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and in Article II, Section 2.1 (QQ) of this Agreement;
- I. the SUBRECIPIENT has failed to comply with any other requirements set forth in this Agreement; or
- J. the SUBRECIPIENT or its staff are indebted to the United States, and has a judgment lien filed against them for a debt to the United States. In such cases the organization or individual is ineligible to receive a federal grant. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, guaranteed and direct student loans, benefits that were overpaid, etc.). If an organization or individual is delinquent on federal debt, they should submit an

explanation to the COUNTY that includes proof that satisfactory arrangements have been made with the Agency to which the debt is owed.

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

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

15.3 In the event the COUNTY shall terminate this Agreement for default, the COUNTY or its designated representatives, at no cost to the COUNTY, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, excluding such original reports, documents, and data that must remain in custody of the SUBRECIPIENT for regulatory reasons, statutory reasons, or accreditation requirements.

Article XVI **Notice of Default – Opportunity to Cure/Termination**

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

Article XVII **Remedies in the Event of Default**

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

- A. lost revenues;
- B. the difference between the cost associated with procuring services hereunder and the amount actually expended by the COUNTY for re-procurement of Services, including procurement and administrative costs; or
- C. such other direct damages.

17.2 The SUBRECIPIENT shall also remain liable for any liabilities and claims related to the SUBRECIPIENT's default, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable.

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

17.4 Additional remedies for noncompliance are available through 45 CFR §75.207 if a non-Federal entity fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the HHS awarding agency or pass-through entity may impose additional conditions, as described in §75.207. If the HHS awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the HHS awarding agency or pass-through entity may take one or more of the actions, as identified in 45 CFR §75.207, and as appropriate in the circumstances.

Article XVIII

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

18.1 Independent Private Sector Inspector General Reviews

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

18.2 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General (IG), which is authorized and empowered to review past, present, and proposed COUNTY contracts, transactions, accounts, records, and programs. The IG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all COUNTY contracts. The cost of the audit for this Agreement shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the Code of Miami-Dade County and as otherwise provided below. The audit cost will be deducted by the COUNTY from progress payments to the SUBRECIPIENT. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000.00; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) **federal, state and local government-funded grants**; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

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

Upon written notice to the SUBRECIPIENT from the Inspector General or IPSIG retained by the Inspector General, the SUBRECIPIENT shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and

records in the SUBRECIPIENT's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

18.3 **DHHS Office of the Inspector General (HHS OIG)**

Pursuant to Article II, Section 2.1 (J) of this Agreement, authorized representatives of the DHHS may audit SUBRECIPIENT's books, records and electronic files. The DHHS Office of the Inspector General maintains a hotline for receiving information concerning fraud, waste, or abuse in HRSA programs, including grants and cooperative agreements. HHS OIG keeps the reports confidential. Callers may choose to remain anonymous.

To submit a complaint:

1. Visit "Tips at HHS Office of Inspector General" (<https://oig.hhs.gov/fraud/report-fraud/> and <https://tips.oig.hhs.gov/>)
2. Call 1-800-HHS-TIPS (1-800-447-8477) or TTY at 1-800-377-4950.
3. Send a fax to 1-800-223-8164.
4. Send via U.S. mail:
U.S. Department of Health and Human Services
Office of Inspector General
Attention: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, DC 20026

Article XIX
Miscellaneous Provisions

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

If to the COUNTY:

Miami-Dade County
Office of Management and Budget-Grants Coordination/Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director
Electronic mail: Daniel.Wall@miamidade.gov

If to the SUBRECIPIENT:

[ENTER FULL NAME OF SUBRECIPIENT'S OFFICIAL CONTACT PERSON]

[ENTER TITLE OF SUBRECIPIENT'S OFFICIAL CONTACT PERSON]

[ENTER FULL LEGAL NAME OF SUBRECIPIENT AGENCY]

[ENTER SUBRECIPIENT ADDRESS]

Electronic mail: [ENTER EMAIL ADDRESS OF SUBRECIPIENT'S OFFICIAL CONTACT PERSON]

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

- 19.2 This Agreement, in conjunction with the SUBRECIPIENT's approved service proposal submitted in response to a corresponding Request for Proposals process conducted by the COUNTY and incorporated herein by reference, is the complete and exclusive statement of all the arrangements between the COUNTY and the SUBRECIPIENT regarding the provision of the services described in Exhibit A and Exhibit B of this Agreement.
- 19.3 In addition, the SUBRECIPIENT must comply with all applicable COUNTY contracting requirements, including all required affidavits referenced in this Agreement.
- 19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SUBRECIPIENT, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State, and Federal governments. The parties intend to comply with applicable law and regulations governing health care service provision. The parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.
- 19.5 Nothing herein shall alter, affect, modify, change, or extend any other agreement between the SUBRECIPIENT and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SUBRECIPIENT or its Subcontractor(s) for the purpose of this Agreement, including all information stored in the Provide® Enterprise Miami data management 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 SUBRECIPIENT or its Subcontractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated or performed under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.

19.7 Subject to the legislative requirements mandated by the Act, the following applies:

HRSA Recipients, such as the COUNTY, are required to include specific language when issuing public statements, press releases, request for proposals, bid solicitations, and other documents (such as HRSA-supported publications and forums) describing projects or programs funded in whole or in part with federal money (e.g., HRSA funding), shall clearly state – (1) the percentage of the total costs 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) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. As HRSA requires the COUNTY to include this language, the COUNTY hereby requires the SUBRECIPIENT to also use the following statements on all products produced when using HRSA grant funds in whole or in part:

“This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX, with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by, HRSA, HHS or the U.S. Government. For more information, please visit [HRSA.gov](https://www.hrsa.gov).”

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

Examples of HRSA-supported publications and other documents include, but are not limited to, toolkits, resource guides, websites, visual presentations, manuals, case studies, needs assessment reports, research studies, and issues briefs. For more details, see HRSA’s Communicating and Acknowledging Federal Funding webpage at <https://www.hrsa.gov/grants/manage-your-grant/acknowledge-hrsa-funding>.

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

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the Work being performed hereunder, unless the SUBRECIPIENT first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY believes that the publication of such information would be harmful to the public interest or is in any way undesirable;
- B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the COUNTY; and
- C. Except as may be required by law, the SUBRECIPIENT and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the SUBRECIPIENT or such parties has been approved or endorsed by the COUNTY or the Federal government.

19.9 In accordance with Miami-Dade County Administrative Order No. 3-29, SUBRECIPIENTS that are in arrears to the COUNTY in excess of the enforcement threshold are prohibited from obtaining new COUNTY contracts or extensions of contracts until such time as the arrearage has been paid in full or the COUNTY has agreed in writing to an approved payment plan.

19.10 In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, 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 Sections 2-10.4 of the Code of Miami-Dade County and section 287.055, Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SUBRECIPIENT is required to submit an affidavit (see Exhibit C, Attachment D, of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

19.11 **Rights to Inventions Made Under an Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) (<https://www.ecfr.gov/current/title-37/chapter-IV/part-401/section-401.2>) and the COUNTY or SUBRECIPIENT wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the COUNTY or SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FEMA.

19.12 **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the SUBRECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. It is the intent of Miami-Dade County and the Contractor that this agreement includes and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this agreement, and Contractor shall comply with same as if same were expressly included herein. Refer to Sec. 2-8.2.6.1 of the Code of Miami-Dade County.

19.13 **Program Fraud and False or Fraudulent Statements of Related Acts.** The SUBRECIPIENT acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT’s actions pertaining to this Agreement.

19.14 **No Obligation by Federal Government.** The Federal government is not a party to the Agreement and is not subject to any obligations or liabilities to the non-federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting from this Agreement.

19.15 **Force Majeure.** Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties. Neither the COUNTY nor the SUBRECIPIENT shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the project manager of the other party [see official parties indicated in section 19.1 of this Agreement, directly above]. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to COUNTY operations. The COUNTY maintains the right to terminate this Agreement for convenience and negotiate with another subrecipient through a separate contract.

Article XX Business Applications and Forms

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

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

Article XXI
Patent and Copyright Indemnification

- 21.1 The SUBRECIPIENT warrants that all Services or Deliverables furnished hereunder, including but not limited to, equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.
- 21.2 The SUBRECIPIENT shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Services or Deliverables furnished hereunder. Accordingly, the SUBRECIPIENT at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.
- 21.3 In the event any Service or Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SUBRECIPIENT shall have the obligation to, at the COUNTY's option to (1) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (2) procure for the COUNTY, at the SUBRECIPIENT's expense, the rights provided under this Agreement to use the item(s).
- 21.4 The SUBRECIPIENT shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Service or Deliverable hereunder. The SUBRECIPIENT shall enter into agreements with all suppliers and subcontractors at the SUBRECIPIENT's own risk. The COUNTY may reject any Service or Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the COUNTY's judgment, use thereof would delay the Work or be unlawful.
- 21.5 SUBRECIPIENT acknowledges that the Agreement and any other documents submitted to the COUNTY or obtained by the COUNTY pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset. Notwithstanding the foregoing, should information be deemed confidential and/or statutorily exempted from disclosure pursuant to the provisions and the limitations of Section 395.3035, Florida Statute, as it may be amended, or otherwise, the parties agree that such information shall be afforded the appropriate statutory protections.

21.6 **Patents and Royalties.** The SUBRECIPIENT, without exception, shall indemnify and hold harmless the COUNTY and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the SUBRECIPIENT. The SUBRECIPIENT has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the SUBRECIPIENT or is based solely and exclusively upon the COUNTY's alteration of the article. The purchaser (COUNTY) will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the SUBRECIPIENT may, at its option and expense, procure for the purchaser (COUNTY) the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the SUBRECIPIENT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction). If the SUBRECIPIENT uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Agreement prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

21.7 **License and Delivery of Works Subject to Copyright and Data Rights.** The SUBRECIPIENT grants to the COUNTY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use including prepared derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by this Agreement but not first produced in the performance of this Agreement, the SUBRECIPIENT will identify such data and grant to the COUNTY or, acquire on its behalf a license of the same scope as for data first produced in the performance of this Agreement. Data, as used herein, shall include any Work subject to copyright under 17 U.S.C. §102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the SUBRECIPIENT will deliver to the COUNTY data first produced in the performance of this Agreement in formats acceptable by the COUNTY.

Article XXII Bankruptcy

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

Article XXIII
Order of Precedence

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

A. The Terms and Conditions in this Agreement;

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

(1) Exhibit A – Scope of Service(s)

(2) Exhibit B – Budget

(3) Exhibit C – Affidavits and Authorized Signatures:

o Miami-Dade County Affidavits (Attachment A)

o State Public Entity Crimes Affidavit (Attachment B)

o Subcontractor/Supplier Listing form (Attachment C.1)

o Subcontractor Payment Report form (Attachment C.2)

o Collusion Affidavit (Attachment D)

o Due Diligence Affidavit (Attachment E)

o Authorized Signature Form (Attachment F)

o Federal Subaward Notification (Attachment G)

o Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit (Attachment H)

o Human Trafficking Affidavit (Attachment I)

Article XXIV
Rules of Interpretation

24.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

24.2 Reference to any agreement, website link, laws, regulations, ordinance, resolutions, executive orders, or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

24.3 Reference to any agreement, website link, laws, regulations, ordinance, resolutions, executive orders, or other instrument shall be deemed to be incorporated into this Agreement by reference.

24.4 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

24.5 The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

Article XXV
Survival

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

Article XXVI
Nature of the Agreement

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

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

26.3 The SUBRECIPIENT acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work, Deliverables, and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the SUBRECIPIENT shall perform the same as though they were specifically mentioned, described and delineated. This Agreement may be modified by mutual consent, in writing through the issuance of a modification (amendment) to the Agreement. All changes to the method, pricing, or schedule of work must be reasonable and the SUBRECIPIENT shall not preset any claim which is not allowable or allocable under any Federal rule, requirement, or standard. The SUBRECIPIENT shall present all full and complete written justification, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the COUNTY, and shall certify any such request for a change pursuant to the COUNTY's False Claims Ordinance, 21-255 et seq of the Code of Miami-Dade County.

26.4 The SUBRECIPIENT acknowledges that the COUNTY shall be responsible for making all policy decisions regarding the Scope of Services. The SUBRECIPIENT agrees to provide input on policy issues in the form of recommendations. The SUBRECIPIENT agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the COUNTY. The SUBRECIPIENT agrees to act in an

expeditious and fiscally sound manner in providing the COUNTY with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

Article XXVII **Mutual Obligations**

- 27.1 This Agreement, including all exhibits, attachments, and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 27.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SUBRECIPIENT and HRSA, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the COUNTY makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Services provided by the SUBRECIPIENT. The SUBRECIPIENT shall not assign, transfer, hypothecate, or otherwise dispose of this Agreement, including any rights, title or interest therein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the COUNTY.
- 27.3 The Parties acknowledge that the Ryan White Program Part A grant funds, including MAI grant funds where applicable, allocated to the SUBRECIPIENT, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such grant funds. Accordingly, neither the SUBRECIPIENT nor any other participating party, shall succeed to any rights or benefits of the COUNTY under the COUNTY's Notice of Award with HRSA, or attain any privileges, authorities, interests, or rights in or under the COUNTY's Notice of Award. The SUBRECIPIENT further agrees to include this disclaimer in each of its future agreements or contracts with any partner, participating party, or any other party involving the use of the Ryan White Program Part A grant funds, including MAI grant funds where applicable.
- 27.4 The Parties acknowledge that nothing contained in the COUNTY's Notice of Award with HRSA, or in any agreement between the parties shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HRSA, except between HRSA and the COUNTY as provided under the terms of the COUNTY's Notice of Award.
- 27.5 In those situations where this Agreement imposes an indemnity obligation on the SUBRECIPIENT, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SUBRECIPIENT fails to diligently defend such claims, and thereafter seek indemnity for costs from the SUBRECIPIENT.

- 27.6 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SUBRECIPIENT and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 27.7 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.
- 27.8 **Governing Law and Venue.** This Agreement, including Exhibits and Appendices, and all matters relating to the Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County, Florida.
- 27.9 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.
- 27.10 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

Article XXVIII
Manner of Performance

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

[ENTER SUBRECIPIENT'S FULL LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

ATTEST: _____
Authorized Person OR Notary
Public

Print
Name: _____

Title: _____

Date: _____

Corporate Seal OR Notary Seal/Stamp

Approved for form and legal sufficiency:

Ashlee A. Pouncy
Assistant County Attorney

MIAMI-DADE COUNTY

By: _____

Name: David Clodfelter

Title: Director

Date: _____

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

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney