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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: March 7, 2023

Agenda Item No. 8(G)(1)

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Resolution No.R-157-23

Subject: Amended and Restated Fiscal Year 2021 Ending the HIV Epidemic: A Plan for America—Ryan White HIV/AIDS Program Parts A and B Cooperative Agreement Request for Proposals (RFP) No. EHE-0521, "Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services" Contracts

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Executive Summary

This item retroactively approves the County Mayor or County Mayor's designee's execution of the amended and restated contracts with the Ryan White Program-funded subrecipients. The amended and restated contracts shall (1) change the effective date to an earlier date, and (2) incorporate guidance received by the United States Department of Health and Human Services (HHS). This item will ensure continued compliance with applicable regulations imposed by the HHS and the County. Approval of this item does not impact the amount awarded to the subrecipients.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve an amendment to Resolution No. R-716-21 to change the effective date of the contracts with the subrecipients identified in Exhibit "A" attached to the resolutions from August 16, 2021 to August 2, 2021 to allow the County to reimburse such subrecipients for program allowable expenses. It is further recommended that the Board retroactively approve the County Mayor or County Mayor's designee's execution of the amended and restated contracts with each of the subrecipients in the total amount of $627,914.00 for "Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services" under Fiscal Year 2021 Ending the HIV Epidemic: A Plan for America—Ryan White HIV/AIDS Program Parts A and B cooperative agreement, and to exercise those rights contained in the contracts that were previously delegated to the County Mayor or County Mayor's designee pursuant to Resolution No. R-716-21.

Scope

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

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

Delegation of Authority
Upon adoption of the resolution, the County Mayor or County Mayor's designee will be authorized to execute an amendment to the contracts with each of the subrecipients for the purposes set forth herein and exercise those rights that were delegated to the County Mayor or County Mayor's designee pursuant to Resolution No. R-716-21.

Fiscal Impact/Funding Source
Approval of this item does not increase the amount awarded to the subrecipients. In accordance with Resolution No. R-716-21, the Board allocated $627,914.00 of federal grant funding for the purposes set forth herein. County funds are not required as a match for this federal grant. Additionally, the fiscal impact statement set forth in the County Mayor's memorandum accompanying Resolution No. R-716-21 remains the same.

Track Record/Monitor
The Office of Management and Budget (OMB) – Grants Coordination Division was designated as the County department responsible for entering into contracts with nonprofit community-based organizations to provide the above-mentioned services to people with HIV in Miami-Dade County. The Ryan White Program Office staff, including a dedicated EHE Special Projects Administrator 2 position, in the Grants Coordination Division will be responsible for monitoring these contracts for compliance with all programmatic, fiscal and administrative requirements. Daniel T. Wall, Assistant Director of OMB, is the Program Director for this project.

Background
In August 2019, the County was notified that HHS was accepting applications for a cooperative agreement covering Fiscal Years 2020-2025 under the Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B initiative. The purpose of this program initiative is to focus resources in 48 counties, Washington, D.C., San Juan, Puerto Rico, and seven states with substantial HIV burden to implement strategies, interventions, approaches and core medical and support services to reduce new HIV infections in the United States. The overarching goal for this initiative is to reduce new HIV infections in the United States to less than 3,000 cases per year by 2030. These efforts will be achieved in conjunction with the existing Ryan White HIV/AIDS Program Parts A and B funding, which the County has been a recipient of for the past 30 years.

On July 20, 2021, the Board adopted Resolution No. R-716-21, which approved the recommendations for contract awards in the combined total amount of $627,914.00 for "Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services" under Fiscal Year 2021 Ending the HIV Epidemic: A Plan for America—Ryan White HIV/AIDS Program Parts A and B cooperative agreement. The Board further authorized the County Mayor or County Mayor's designee to negotiate and execute initial contracts for approximately seven months with each of the subrecipients. The Board further authorized the County Mayor or the County Mayor's designee to annualize the initial award amounts in the resolution (i.e., adjust the awarded amounts from an approximately 7-month budget period to a 12-month budget period) in the remaining years of the options to renew. The Board further approved an initial effective date from August 16, 2021, based on the anticipated Board agenda date (i.e., first meeting in August 2021), through February 28, 2022. However, the resolution was advanced to the full Board for consideration on July 20, 2021, because the July 13, 2021 committee was canceled.

Program staff recommends the effective date of the contracts should be amended to reflect the date of August 2, 2021, to ensure all allowable expenses incurred by the subrecipients can be

reimbursed. Further, since the adoption of Resolution No. R-716-21, the County has received additional guidance from HHS. Based on this guidance, additional terms, which do not affect the amount of the award to each of the subrecipients, must be incorporated into the contracts, including additional federal requirements and other program-related clarifications. The Amended and Restated Agreements for each subrecipient incorporating HHS guidance are attached to the resolution as Exhibits "B," "C," and "D". Therefore, because of the number of changes needed to comply with HHS' requirements and other necessary clarifications, the OMB program staff recommends that the Board authorize the County Mayor or County Mayor's designee to execute amended and restated contracts with each of the subrecipients.

Edward Marquez
Chief Financial Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)
3-7-23

RESOLUTION NO. R-157-23

RESOLUTION AMENDING RESOLUTION NO. R-716-21 TO CHANGE THE EFFECTIVE DATE OF CERTAIN CONTRACTS WITH EACH OF THE SUBRECIPIENTS FROM AUGUST 16, 2021 TO AUGUST 2, 2021 TO ALLOW THE COUNTY TO REIMBURSE SUCH SUBRECIPIENTS FOR ALLOWABLE EXPENSES; AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S EXECUTION OF AMENDED AND RESTATED CONTRACTS WITH EACH OF THE SUBRECIPIENTS IN THE TOTAL AMOUNT OF $627,914.00 FOR "ENDING THE HIV EPIDEMIC (EHE) HEALTHTEC AND QUICK CONNECT SERVICES" UNDER FISCAL YEAR 2021 ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA—RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B COOPERATIVE AGREEMENT, AND TO EXERCISE THOSE RIGHTS CONTAINED IN SUCH CONTRACTS THAT WERE PREVIOUSLY DELEGATED TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE PURSUANT TO RESOLUTION NO. R-716-21

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

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

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

Section 2. Amends Resolution No. R-716-21 to change the effective date of the contracts with the subrecipients identified in Exhibit "A" attached hereto and incorporated herein by reference, from August 16, 2021 to August 2, 2021 to allow the County to reimburse such subrecipients for allowable expenses.

Section 3. Retroactively authorizes the County Mayor or County Mayor's designee's execution of the amended and restated contracts with each of the subrecipients in the total amount of $627,914.00, in substantially the form attached hereto as Exhibits "B," "C," and "D" attached hereto and incorporated herein by reference, for "Ending the HIV Epidemic (EHE) HealthTec and Quick Connect Services" under Fiscal Year 2021 Ending the HIV Epidemic: A Plan for America—Ryan White HIV/AIDS Program Parts A and B cooperative agreement. This Board further authorizes the County Mayor or County Mayor's designee to exercise those provisions of the contract that were previously delegated to the County Mayor or County Mayor's designee pursuant to Resolution No. R-716-21.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

EXHIBIT A

EXHIBIT A

The following contracts will be effective August 2, 2021 through February 28, 2022 upon approval by the Board of County Commissioners and ratification by the Mayor of Miami-Dade County.

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

HealthTec Services ($391,202)

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

Quick Connect Services ($236,712)

Borinquen Health Care Center, Inc.	$236,712

GRAND TOTAL	**$627,914**

EXHIBIT B

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BUEHE2022BRQ
FY 2022 EHE Renewal Contract
(Amended and Restated FY 2021 EHE Contract)
Resolution Nos. R-245-20 and R-716-21

MIAMI-DADE COUNTY

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this 26th day of October, 2022 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 Borinquen Health Care Center, Inc. (BHCC), a Florida non-profit whose address is 3601 Federal Highway Miami, FL 33137, hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide Quick Connect services to program-eligible people with HIV under the COUNTY's corresponding, federally-funded, multi-year Ending the HIV Epidemic cooperative agreement.

WITNESSETH

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

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

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

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

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

WHEREAS, the SUBRECIPIENT has submitted a written proposal dated March 8, 2021, hereinafter referred to as the "Subrecipient's Proposal" which is incorporated herein by reference; and,

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-245-20 on March 3, 2020 and Resolution No. R-716-21 on July 20, 2021, 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 Miami-Dade County's Ending the HIV Epidemic plan,

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

Article I
Definitions

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

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

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

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

d) "CFR" shall mean Code of Federal Regulations, that "codify the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government."

e) "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 Ending the HIV Epidemic (EHE) services in Miami-Dade County in order to track the client's participation in the Ryan White Program and EHE system of care.

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

g) "Contract", "Contract Documents", or "Agreement" shall mean collectively the 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.

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

i) “Cooperative Agreement” shall mean a financial assistance mechanism where substantial involvement is anticipated between HRSA and the Recipient during performance of the contemplated project.

j) “COUNTY” shall mean Miami-Dade County, its agents, employees and instrumentalities, including, but not limited to, the Office of Management and Budget-Grants Coordination (OMB). The term COUNTY excludes SUBRECIPIENT.

k) “Days” shall mean Calendar Days, unless otherwise defined in this Agreement.

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

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

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

o) “Enforcement Threshold” shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds $25,000.00 and has been delinquent for greater than 180 days.

p) “Federal Pass Through Agency” shall mean Miami-Dade County, the Recipient of federal

grants funds related to this Agreement.

q) "Grant funds" shall mean those Ryan White Program Ending the HIV Epidemic (EHE) cooperative agreement funds as more fully set forth in Article VIII of this Agreement.

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

s) "Management Information System" or "MIS" shall mean the electronic data management system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program and EHE system of care.

t) "Minority" shall mean a person that defines him or herself as coming from one of the following federally-defined racial/ethnic groups: Black/African American (including, but not limited to, Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group. However, local Minority AIDS Initiative (MAI)-funded services are limited to serving people with HIV who are Black/African American (including, but not limited to, Haitian) or Hispanic.

u) "Non-federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), hospital, or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

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

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

x) "Program-eligible individuals", "persons or people with HIV", "service recipients", or "clients" shall mean individuals who test positive for the Human Immunodeficiency Virus (HIV). All new clients who are provided any services (whether EHE or Ryan White HIV/AIDS Program) in an EHE-funded jurisdiction, such as Miami-Dade County, shall be counted as an EHE client. EHE clients needing referral to Ryan White Part A or Minority AIDS Initiative (MAI) Program services must meet specific Part A or MAI Program eligibility requirements.

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

z) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SUBRECIPIENT under this Agreement.

aa) "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

bb) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the SUBRECIPIENT, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SUBRECIPIENT and whether or not in privity of Agreement with the SUBRECIPIENT.

cc) "Subrecipient" or "subgrantee" "or registered supplier" shall mean an entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient (grantee) or other subrecipient for the use of the Federal grant funds provided by the subaward.

dd) "Subrecipient's Budget" shall mean the documents attached hereto as Exhibit B, as may be amended or revised during the contract period with written approval from the COUNTY, which details the allowable direct and indirect/administrative costs that will be funded by the EHE cooperative agreement under this Agreement.

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

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

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

hh) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SUBRECIPIENT in accordance with the provisions of this Agreement, including the Scope of Services, Budget, and terms and conditions.

Article II
Responsibilities of the SUBRECIPIENT

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

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

B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as EHE services shall be provided to program-eligible people with HIV who reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement.

The goal of EHE-funded activities in this Agreement is to treat people with HIV rapidly and effectively to reach sustained viral suppression.

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

D. If applicable, to submit to the COUNTY within thirty (30) calendar days of 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. 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. Resume and/or curriculum vitae for each key personnel under this Agreement shall be provided to the COUNTY prior to contract execution, in order to provide said documents to HRSA, as required by the EHE cooperative agreement. Upon request from OMB management, the SUBRECIPIENT shall submit to the COUNTY copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within ten (10) calendar days from the date said incident occurs. Ignorance on the part of the SUBRECIPIENT of its obligations under this subsection shall in no way relieve the SUBRECIPIENT from any of its responsibilities in this regard. The SUBRECIPIENT's failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

F. To make available the personnel identified by the SUBRECIPIENT in its response to the COUNTY's corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), as may be amended, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within thirty (30) calendar days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or Subcontractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY for review upon request. All personnel shall be considered to be, at all times, the sole employees of the SUBRECIPIENT under its sole direction.

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

H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership (also referred to as The Partnership; the local county advisory board for HIV-related issues) and the COUNTY.

I. To keep detailed records of client visits, other encounters (e.g., telephone contacts, home visits, referrals, etc.), any other service provided, and staff time and effort involved; and to prepare and provide any and all reports that may be requested by the COUNTY, on a regular and "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County, State of Florida, and Federal requirements, and to document and verify reimbursement requests (i.e., billings, invoices, etc.) to the COUNTY. SUBRECIPIENT shall maintain sufficient records and adhere to the local Ryan White Program's EHE site visit monitoring process as may be amended, in accordance with Federal and local guidelines and requirements. Per 45 CFR § 75.351 - 75.353, activities of the SUBRECIPIENT will be monitored by the COUNTY to ensure that the subaward is used for authorized purposes, in compliance with Federal statues, Ryan White HIV/AIDS Program legislative requirements, regulations, and the terms and conditions of the subaward; and that the subaward performance goals are achieved. SUBRECIPIENT must track, appropriately use, and report program income generated by the subaward, SUBRECIPIENT's EHE expenditures must adhere to legislative mandates regarding the distribution of funds.

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

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

L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SUBRECIPIENT or any firm, corporation, partnership or joint venture in which the

SUBRECIPIENT has a controlling financial interest in order to secure repayment of any loan made to the SUBRECIPIENT by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5; and Article VIII, Sections 8.1 through 8.3 was not reimbursable.

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

The SUBRECIPIENT, prior to implementing any subcontract for any portion of the services funded under this Agreement, will state in writing to the COUNTY the name of the proposed Subcontractor, the portion of the services which the Subcontractor is to do, the place of business of such Subcontractor, the rate of pay, duration of any subcontractor agreement, and other such information as the COUNTY may require. Proposed subcontract agreements submitted to the COUNTY for review and consent will also include causes and remedies for suspension or termination of the Agreement, HIPAA and other confidentiality requirements, and the requirement for the Subcontractor to abide by the same terms and conditions included in this prime Agreement between the SUBRECIPIENT and the COUNTY. The COUNTY will have the right to require the SUBRECIPIENT not to award any subcontract to a person, firm or corporation for whom the COUNTY does not provide its consent under this Agreement.

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

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

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

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

If this Agreement involves 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., mobile phones, laptops, monitors, docking stations, tablets, medical supplies, or medications for EHE services], 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 Subcontractors or Suppliers from those listed in a corresponding, approved budget without prior written approval of 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 EHE Initiative, 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.** Not to discriminate on the basis of race, religion, color, national origin, ancestry, gender,

familial status, marital status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, pregnancy, age, disability, veteran status, or if a housing provider, source of income, in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination. In order to serve people most in need and to comply with Federal law, services must be widely accessible. The DHHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Services must be widely accessible. For more information, please see:
http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html
http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html
http://www.hhs.gov/civil-rights/for-individuals/index.html and
http://www.hhs.gov/civil-rights/for-providers/index.html.

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

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60-1, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. For more information, please see: http://www.dol.gov/ofccp/regs/statutes/eo11246.htm.

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

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

P. To comply with all Federal laws particularly applicable to language access or Limited English Proficiency (LEP) access, including but not limited to Title VI of the Civil Rights Act of 1964, (42 USC § 2000d, et seq.) and the Title VI regulations (45 CFR part 80), prohibiting discrimination based on national origin, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", signed on August 11, 2000. Executive Order 13166 requires the SUBRECIPIENT receiving Federal financial assistance to take steps to ensure that clients with limited English proficiency can meaningfully access health and social services. The provision of language assistance should provide for effective communication between the SUBRECIPIENT and the person with limited English proficiency to facilitate participation in, and meaningful access to, core medical and support services. The guidance for Executive Order 13166 may be obtained at the following website:
http://www.lep.gov/13166/eo13166.html.

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

Q. To comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as amended (applies to contract awards in excess of $150,000.00). Violations must be reported to the Federal awarding agency (i.e., HRSA) and the Regional Office of the Environmental Protection Agency (EPA).

R. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6201, et seq.).

S. To comply with the Byrd Anti-Lobbying Amendment (31 USC § 1352) (applies to contract awards in excess of $100,000.00). The SUBRECIPIENT shall certify to the COUNTY it will not and has not used Federal appropriated grant funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or an employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. The SUBRECIPIENT shall also disclose to the COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The SUBRECIPIENT further agrees to comply with the requirement of such legislation to furnish a disclosure (Federal OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The provisions of this subsection 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 May 5, 2022:

(1) In accordance with applicable laws, no grant funds shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(2) In accordance with applicable laws, no part of the grant funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to legislative any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(3) The prohibitions in subsections (1) and (2) [directly above] shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

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

terminating this Agreement or for commencement of debarment proceedings against the SUBRECIPIENT.

V. To comply with all the requirements of the Americans with Disabilities Act (ADA), of 1990 (and related Acts), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws (including Miami-Dade County Resolution No. R-385-95), regulations, and Executive Orders. In this regard, the SUBRECIPIENT shall not deny any individual the opportunity to participate in or benefit from federally-funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SUBRECIPIENT shall provide program accessibility and effective communication for service recipients and employees. The SUBRECIPIENT shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, 4CON, 9th Floor, Washington, D.C. 20530, within 180 calendar days of the date of discrimination. An ADA complaint may also be filed by sending an ADA complaint electronically through the following web page: https://civilrights.justice.gov/report/. 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. 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) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

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

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

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

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

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

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

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

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

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

Z. To provide a Client Rights and Responsibilities Statement in the languages of the local client population to be served (i.e., in English, Spanish, and Haitian-Creole, at a minimum) that is reviewed, signed, and dated by each client receiving Ryan White Program and EHE-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 and EHE-funded services. The SUBRECIPIENT is required to respond in writing within ten (10) business days, or other reasonable time frame specified in writing by the COUNTY or such 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 or enhancement of outcome measures for applicable service categories.

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

DD. To establish, document, and maintain appropriate and on-going referral and linkage agreements with Ryan White Program and non-Ryan White Program-funded subrecipients, service providers, and key points of entry to the system of care for people with HIV, including, but not limited to, outpatient medical care and medical case management providers, Florida Department of Health in Miami-Dade County - Sexually Transmitted Disease (STD) clinics, State-licensed HIV counseling and testing sites, hospitals/emergency room departments, hospital discharge clinics/departments, substance abuse treatment providers/programs, mental health clinics/programs, adult and juvenile detention centers, jail and/or correctional facilities, including, but not limited to, re-entry programs.

EE. To notify program clients and the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of 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 EHE cooperative agreement, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Professional Services Agreement with the COUNTY for EHE-funded services. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SUBRECIPIENT, reference the service category(ies) and dollar amount(s) in the award, and include the phrase "as may be amended". A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. A copy of the Board of Directors' meeting minutes where this resolution was addressed and approved must also be submitted to the COUNTY prior to contract execution. In the event that such a resolution is not required by operation of law, then the SUBRECIPIENT must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.

GG. To adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the most current, local Ryan White Program Service Delivery 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://www.thinkculturalhealth.hhs.gov/clas.

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

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

Additional information can be found at the following HRSA website: https://www.ecfr.gov/cgi-bin/text-idx?SID=168659567ddecc29cf79c97b0b5b04a2&mc=true&node=se2.1.175_115&rgn=div8 or at https://www.state.gov/j/tip/laws/.

JJ. Disaster Plan/Continuity of Operations Plan (COOP). The SUBRECIPIENT shall develop and maintain 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. 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. 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 ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by section 435.02, Florida Statutes, satisfactorily complete and pass Level 2 background screening before working or volunteering with such persons.

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

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

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

Where applicable, the SUBRECIPIENT agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: chapters 39, 393, 394, 397,

402, 408, 409, 435, 984, 985, 1012, Florida Statutes, as may be amended from time to time.

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

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

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

(1) "Vulnerable person" means a minor as defined in section 1.01, Florida Statues, or a vulnerable adult as defined in section 415.102(28), Florida Statutes.

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

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

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

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

SUBRECIPIENT must maintain policy and procedures related to Level 2 Background Screening to include the requirements stated in 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 Consolidated Appropriations Act, 2022, § 202, (Public Law 117-103), enacted March 15, 2022, 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 $203,700.00 (the Executive Level II salary of the Federal Executive Pay scale effective January 1, 2022). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/ subcontracts under a U.S. Department of Health Resources and Services Administration (HRSA) grant or cooperative agreement.

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

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

NN. CareerSource South Florida. Where applicable, pursuant to section 2-2113 of the Code of Miami-Dade County and Miami-Dade County Implementing Order No. 3-58, for all contracts for goods and services, the SUBRECIPIENT, prior to hiring to fill each vacancy arising under a COUNTY contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the COUNTY to fill a minimum of fifty percent (50%) of its employment needs under the COUNTY contract through the SFWIB. If no suitable candidates can be employed after the Referral Period of three (3) to five (5) business days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500.00/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at www.careersourcesfl.com or by contacting the SFWIB (i.e., CareerSource South Florida) at (305) 594-7615.

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

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

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

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

QQ. Pursuant to section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

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

(2) Upon request from the COUNTY'S custodian of public records identified herein, provide the COUNTY with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the SUBRECIPENT does not transfer the records to the COUNTY; and

(4) Meet all requirements for retaining public records and transfer to the COUNTY, at no COUNTY cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SUBRECIPIENT upon termination of this Agreement. If SUBRECIPIENT transfers all public records to the COUNTY upon completion of this Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form,

characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the COUNTY.

In addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the SUBRECIPIENT to comply with Section 119.0701, Florida Statutes, and this Article II, Section 2.1 (QQ) of this Agreement, the COUNTY shall avail itself of the remedies set forth in Article XV and Article XVII of this Agreement.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPENT'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: Courtney Gillens, EHE Special Projects Administrator II
Email: Courtney.Gillens@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 website: https://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:prelim).

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 it's implementing regulations (48 CFR § 352.237-70), prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

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

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

UU. The SUBRECIPIENT must maintain "active" 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, or any subsequent accounting system the COUNTY may use. Registration and updates can be made via the Miami-Dade County Internal Services Department's Online Supplier/Vendor Registration Portal at: https://supplier.miamidade.gov.

VV. To ensure that the SUBRECIPIENT's Board of Directors or Board of Trustees through its audit and compliance committee, or committee of similar responsibility, is apprised of any site visit monitoring reports or record reviews relating to this Agreement prepared by the County or its authorized representative. Through the official minutes of its appropriate committee meetings or through an official certification from the Board Secretary or Secretary of the Trustees, the SUBRECIPIENT must maintain documentation and provide the COUNTY with proof that it has been sharing the results of all COUNTY monitoring reports with the Board members. Meeting minutes must include the date on which the committee met, a copy of the corresponding meeting agenda, and an attestation that quorum was achieved at the committee meeting. Such meeting minutes may be redacted to show only those portions or actions relating to this Agreement and COUNTY monitoring reports.

WW. To abide by generally accepted financial management principles, including the requirement of the signature of two persons within the organization on all checks disbursing organizational funds, as required by Miami-Dade County Administrative Order 3-15. More detail regarding this requirement can be found at: www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-15.pdf.

XX. To comply with the requirements of 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participations in Federal assistance programs or activities. In order to identify if a person is excluded under these regulations, SUBRECIPIENT must check the U.S. Government's System for Award Management Exclusions (SAM Exclusions) at https://www.sam.gov (under Entity Information, Advanced Search).

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

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

AAA. To follow guidance set forth in all applicable HIV/AIDS Bureau Policy Clarification Notices and Program Letters to ensure compliance with programmatic

requirements. See https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters.

BBB. To assist the COUNTY in meeting its EHE cooperative agreement-related responsibilities described herein below in Article IV, Section 4.14.

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

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

3.2 The SUBRECIPIENT shall be bound by all determinations or orders 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 is consistent with the PHS guidelines for improving access to and quality of health services.

4.3 To adhere to the legislative requirement to establish a clinical quality management program as outlined in HRSA Policy Clarification Notice No. 15-02 and Integrated Plan program letter (updated 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 data management system provider, the Clinical Quality Management Committee, and the Florida Department of

Health in Miami-Dade County) to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with local, State, and Federal mandates.

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

4.5 To ensure the SUBRECIPIENT follows federally approved medical practice guidelines for the treatment of HIV/AIDS as found at the following weblink, https://clinicalinfo.hiv.gov/en/guidelines; as well as HRSA/HAB Performance Measures for Core, All Ages, Adolescent and Adult, HIV Infected Children, HIV Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-level (https://ryanwhite.hrsa.gov/grants/performance-measure-portfolio), as may be amended, where applicable to EHE-funded services provided under this Agreement.

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

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

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

4.9 To evaluate 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 staff on SUBRECIPIENT's budget, in compliance with the requirements of 45 CFR § 75.213, as may be amended. Such review will enforce related regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The COUNTY will verify that each key staff member listed on the SUBRECIPIENT's budget under this Agreement are not found on the U.S. Government's System for Award Management Exclusions (SAM Exclusions) list at https://www.sam.gov.

4.11 To make all files under this Agreement, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at

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

4.12 To follow the guidance set forth in all applicable HIV/AIDS Bureau Policy Notices (also known as Policy Clarification Notices) and Program Letters to ensure compliance with programmatic requirements. Policy Notices and Program Letters can be found at the following Web page:
https://ryanwhite.hrsa.gov/grants/policy-notices

4.13 Since the total Federal share of the COUNTY's Federal award is more than $10,000,000.00 over the period of performance, then Appendix XII, Award Term and Condition for Recipient Integrity and Performance Matters, to 2 CFR 200 is applicable to this award. Additional information for "Reporting of Matters Related to Recipient Integrity and Performance, and Proceeding" About Which the COUNTY Must Report, can be found at the following Web link:
https://www.ecfr.gov/cgi-bin/text-idx?SID=f29506216228d021538ba008a19a8e6f&mc=true&node=ap2.1.200_1521.xii&rgn=div9.

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

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

4.15 To comply with Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of Public Law 110-252 (FFATA), in the COUNTY's reporting of each subaward of $30,000 or more in Federal funds and executive total

compensation, as outlined in Appendix A to 2 CFR Part 170 (http://www.hrsa.gov/grants/ffata.html). Information reported by the SUBRECIPENT will in turn be reported by the COUNTY to the FFATA Subaward Reporting System (FSRS) at https://www.fsrs.gov/ by the end of the month following the month in which the subaward was made. The FFATA reporting requirements apply for the duration of the period of performance and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: https://www.hrsa.gov/grants/ffata.html.

4.16 If the COUNTY expends any of the EHE Initiative cooperative agreement award on the AIDS Drug Assistance Program (ADAP), it will comply with data reporting requirements of the ADAP Data Report (ADR) for those funds. Furthermore, the COUNTY will mandate compliance by the SUBRECIPIENT and its subcontractors.

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/data-security-refresher), 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, et seq., the COUNTY must monitor the activities of the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes and in compliance with applicable laws, Ryan White Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The COUNTY must also ensure that the SUBRECIPIENT tracks, appropriately uses, and reports program income generated by the subaward. See HRSA Policy Clarification Notice #15-03 available online at https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf. Where applicable, both Parties agree that each will adhere to the HRSA/HAB Division of Service Systems National Monitoring Standards for Ryan White Part A Grantees; including all applicable Programmatic, Fiscal, and Universal Monitoring Standards, as may be amended. Documentation to support services provided, allowable costs, and program expenditures will be maintained by the respective Parties. The COUNTY will conduct annual site visits of the SUBRECIPIENT to monitor adherence to the scope of services as defined in Exhibit A of this Agreement; at a date and time to be determined by the COUNTY's Office of Management and Budget-Grants Coordination. Notwithstanding the foregoing, the COUNTY may make unannounced, on-site visits during normal working hours to the SUBRECIPIENT's headquarters and/or any location or site where the services contracted for are performed. SUBRECIPIENT will also keep its Board of Directors or Board of Trustees apprised of monitoring visit reports as detailed in Article II, Section 2.1 (V V), of this Agreement.

5.4 In accordance with 45 CFR § 75.113, the SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY and to the U.S. Department of Health and Human Services Office of Inspector General (DHHS/OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The COUNTY must also disclose same to the DHHS/OIG. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Disclosures must be sent in writing to:

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

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527

Washington, DC 20201
URL: http://oig.hhs.gov/fraud/report-fraud/index.asp
(Include "Mandatory Grant Disclosures" in subject line)
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
E-mail: MandatoryGranteeDisclosures@oig.hhs.gov

5.5 In accordance with Public Law -117-103, Division E. Title VII, 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 unless permitted by law.

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

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

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

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

Reporting and Use of Program Income

The COUNTY and the SUBRECIPIENT are required to track and report all sources of service reimbursement as program income. All program income generated as a result of EHE-awarded funds must be used for approved project-related activities. For additional information, see Uniform Guidance 45 CFR § 75.307 and HRSA Policy Notice No. 15-03 available online at: 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 this part and in Subpart F.

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

A SUBRECIPIENT (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 accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

- When applicable, the Fiscal Year End audit must be submitted to the Federal Audit Clearinghouse (FAC), electronically at https://facides.census.gov/. Assistance can

be requested by contacting the FAC via email (note link on website under "Ask a Question") or by telephone at (866) 306-8779. When applicable, required audit reports must be submitted to the FAC and written notice to the COUNTY of said submission (see Article VII, Section 7.5 (C), of this Agreement) within the earlier of thirty (30) calendar days after receipt of the SUBRECIPIENT auditor's report or nine (9) months after the end of the SUBRECIPIENT's Fiscal Year End date. Notwithstanding the foregoing, in accordance with Subpart F of 2 CFR § 200.512 – Audit Requirements and the United States Office of Management and Budget's memorandum M-21-20 (Appendix 3, item IX) to the heads of executive departments and agencies, dated March 19, 2021, regarding disaster relief flexibilities and administrative relief for recipients and subrecipients directly impacted by COVID-19 due to loss of operations, the COUNTY hereby agrees to extend the period for completion and submission of the SUBRECIPIENT's audit(s) during this grant budget period. Accordingly, SUBRECIPIENT's audits with fiscal year ends from January 31, 2020 through June 30, 2021, have an automatic extension for up to six (6) months beyond the normal due date to complete and submit the Single Audit reporting package to the FAC and notify the COUNTY of such action.

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

(i) "Recipients and subrecipients that are commercial organizations (including for-profit hospitals) have two options regarding audits:

(1) A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with Government Auditing Standards, in those cases where the recipient receives awards under only one HHS program; or, if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or

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

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

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

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

6.3 The SUBRECIPIENT agrees to abide by all of the requirements of the Ending the HIV Epidemic: A Plan for America initiative, where applicable, as may be amended. A summary of the initiative can be found at the following web page: https://www.hiv.gov/federal-response/ending-the-hiv-epidemic/overview

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

6.5 SUBRECIPIENT agrees to provide the COUNTY with the SUBRECIPIENT's Unique Entity Identifier (UEI) number prior to contract execution. A UEI was generated automatically for all entities that had an existing DUNS number (https://sam.gov/content/duns-uei). As such, SUBRECIPIENT may retrieve its UEI by accessing the System for Award Management (SAM) website (https://www.SAM.gov).

The SUBRECIPIENT must be registered in the System for Award Management (SAM) (https://www.sam.gov). SUBRECIPIENT should update its information in the SAM at least every 12 months, or more often if needed. Information regarding updating an existing entity registration can be found at: https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0016307&sys_kb_id=308b082b1b5201d0937fa64ce54bcb14&spa=1.

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

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

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

(including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind:

A. In return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program,

OR

B. In return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000.00 or imprisoned for not more than five (5) years, or both.

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

A. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third-party payer, for the item or service:

(1) Under any State compensation program, insurance policy, or any Federal or State health benefits program; or

(2) By an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).

B. Purchase vehicles without written prior approval from HRSA's Division of Grants Management Operations (DGMO).

C. 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.).

D. 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 Notices Nos. 12-01 and 16-02; with additional information available at https://ryanwhite.hrsa.gov/grants/policy-notices

E. 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.

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

G. File any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.

H. Provide alcoholic beverages, especially, but not limited to, its use as an entertainment expense.

I. Cover entertainment costs such as the cost of amusements, social activities, and related incidental costs; except as allowable per 45 CFR §.75.438.

J. 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.

K. 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.

L. 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.

M. Bad debts.

N. Fundraising.

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

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

Q. As stated in the COUNTY's Ending the HIV Epidemic Notice of Award, dated January 19, 2022, as may be amended, EHE cooperative agreement funds may not be used for the following purposes:

(1) Cash payment to intended recipients of services.

Notes:

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

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

(2) Clinical research.

(3) International travel.

(4) Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).

(5) Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy.

(6) Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore is not eligible for HRSA HAB initiative funded medication.

R. Where applicable, funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formularies.

S. 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.

T. Furthermore, funding under this Agreement is subject to the General Provisions of Public Law -117-103, as referenced in the HRSA SF-424 Application Guide dated 3/15/2021, 2/4/2022 and 5/5/2022, as follows:

(1) Restrictions on Abortions (Section 506):

(a) None of the funds made available herein, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term "health benefits coverage" means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

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

(a) The limitations established in the preceding section shall not apply to an abortion – (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d) None of the grant funds made available herein may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. The term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

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

(a) None of the grant funds made available herein may be used for: 1) the creation of a human embryo or embryos for research purposes; or 2) research in which a human embryo or embryos are destroyed,

discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

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

(a) None of the grant funds made available herein may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) above shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(5) Restriction on Distribution of Sterile Needles (Section 527):

(a) Notwithstanding any other provision herein, none of the grant funds made available herein shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: Provided, that such limitation does not apply to the use of grant funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

However, some aspects of Syringe Services Programs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. See https://www.hiv.gov/federal-response/policies-issues/syringe-services-programs. Any request for related prior approvals under EHE Program funding must first be addressed to the COUNTY.

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

(a) None of the grant funds made available herein may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) above shall limit the use of grant funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(7) Restrictions on Funding ACORN (Section 521):

(a) None of the grant funds made available herein may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors."

(8) Gun Control (Section 210):

(a) None of the grant funds made available herein may be used, in whole or in part, to advocate or promote gun control.

(9) Anti-lobbying (Section 503):

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including

its sale or marketing, including but not limited to the advocacy or promotion of gun control.

U. Funds may not be used to procure or obtain certain telecommunications and video surveillance services or equipment, in accordance with the applicable Uniform Guidance and 2 CFR § 200.216, as applicable and 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. Where applicable to the EHE services provided as detailed in Exhibit A, scope of services, of this Agreement, commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among EHE and Ryan White Program-funded subrecipients;

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

6.11 If the SUBRECIPIENT is a commercial organization, it is hereby advised that it has been classified as a subrecipient of a federal subaward under this Agreement. Therefore, with

regards to property and procurement, due to the nature of the services provided under this Agreement, the SUBRECIPIENT will adhere to the guidelines set forth in 45 CFR part 75, as may be amended, as applicable to subrecipients who are non-federal entities. For the purchase of equipment under this Agreement, the guidelines under Property Standards and Procurement Standards in 45 CFR § 75.316 and 45 CFR § 75.335 of the OMB Uniform Guidance, respectively, will apply to the SUBRECIPIENT. For disposition of equipment, the SUBRECIPIENT will follow the guidelines set forth in 45 CFR § 75.320, titled "Equipment". Supporting documentation must be retained to demonstrate that the equipment's fair market value is less than $5,000 at the time of disposition. To meet this requirement, the COUNTY will accept market research of no less than three (3) different vendors indicating the current fair market value of the same brand and model (or similar equipment). This documentation must be available for review during a monitoring site visit.

6.12 SUBRECIPIENT shall not make direct cash payments to intended recipients (clients) of core medical or support services. This prohibition includes cash incentives and cash intended as payment for Ryan White Program services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity must be used. As applicable to services funded under this Agreement, store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the Ryan White Program are also allowable as incentives for eligible program participants. Where applicable, SUBRECIPIENT will administer voucher and store gift card programs in a manner which assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable. See Article II, Section 2.1 (PP) and Article VI, Section 6.9 P (1) of this Agreement for related information.

6.13 The SUBRECIPIENT agrees to provide services under this Agreement without regard to:

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

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

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

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

6.14 Service provision shall be based on the following:

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

6.15 The SUBRECIPIENT shall:

A. Assume the financial risk for providing services to individuals who do not have documentation of a confirmatory HIV positive test result;

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

C. Provide services in a setting that is accessible to EHE program-eligible people with HIV;

D. Assume the financial risk for providing services to individuals who the SUBRECIPIENT has not properly documented as eligible for EHE-funded services;

E. Conduct general outreach (recruitment) to locate EHE 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;

F. Demonstrate and document compliance, to the extent possible and as applicable to the EHE scope of services as detailed in Exhibit A of this Agreement, with the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. These HAB measures, where applicable, include: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The SUBRECIPIENT shall also provide services in compliance with the National Culturally and Linguistically Appropriate Standards (CLAS Standards); and, if applicable, with the local Ryan White Program Medical Case Management Standards of Service, Public Health Service Guidelines, Ryan White Program Oral Health Care Standards, and the Ryan White Program Minimum Primary Medical Care Standards; as well as any related Clinical Performance Measures that may be disseminated during the contract year;

G. Coordinate EHE service delivery efforts with other Ryan White Program (EHE, Part A and MAI) and non-Ryan White Program subrecipients or service providers;

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

I. Maintain sufficient and legible documentation in the client charts or service logs to support the procedures or services rendered under this Agreement. This documentation will include, at a minimum, the date of service or activity, type of

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

6.16 If the SUBRECIPIENT does not 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 EHE cooperative agreement funds. The scale is based on the most current HHS 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 EHE-funded services shall conform to the following limitations:

(1) Sliding fee schedule:

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

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

Article VII
Reporting, Record-keeping, and Evaluation Studies

7.1 The SUBRECIPIENT shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SUBRECIPIENT shall maintain, and shall require that its subcontractors 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 having HIV or AIDS. Said documentation shall include a copy of at least one (1) of the following: lab test results (e.g., 4th Generation HIV test, Multispot® HIV-1/HIV-2 Rapid Test, HIV Western Blot, ELISA with Western Blot, detectable viral load or culture result; a positive HIV viral culture or test result, as may be amended); or a Ryan White Program In Network Referral (through the Provide® Enterprise Miami data management system). The Project AIDS Care (PAC) Waiver Notification of Level of Care (Form 603) is no longer accepted as proof of a client's HIV+ status. For clients who have a Medicaid HIV Specialty Plan only, a copy of the client's current and valid Clear Health Alliance (CHA) Medicaid card was an acceptable form of documentation to support the client's HIV+ status through September 30, 2021. Thereafter, the CHA card is no longer accepted as proof of HIV. Very limited EHE services within thirty (30) calendar days may be provided to newly diagnosed clients [i.e., Newly Identified Client (NIC) or a Test and Treat / Rapid Access (TTRA) client] with a preliminary HIV+ test result for the purpose of timely engagement in care. **However, aside from this limited exception, on-going EHE or Ryan White Program-funded services MAY NOT be provided to clients without documented proof of a confirmatory test result for HIV. Client records that only reflect a preliminary positive test result scanned in the Provide® Enterprise Miami data management system after thirty (30) calendar days will be inactivated and services disallowed.** See Exhibit A, Section 1, of this Agreement, for more details, as incorporated herein by reference.

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

Client-level (intake) information that is entered in the Provide® Enterprise Miami (PE 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, 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 EHE-funded Medical Case Management services must also utilize PE Miami to enter service utilization data or progress notes in a timely manner. Payment for EHE services where service utilization data or progress notes are entered more than five (5) days, excluding holidays and weekends, after the actual date of service may be denied, at the discretion of the COUNTY.

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

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

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

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

An involuntary disenrollment **must be documented** in the client record/chart. This documentation must clearly indicate: 1) that the client received at least one (1) verbal **and** one (1) written warning of the full

implications of their actions; 2) that SUBRECIPIENT's staff attempted to educate the client regarding their rights and responsibilities; 3) that SUBRECIPIENT's staff offered assistance that would enable the client to comply with the organization's rules of conduct; and 4) that appropriate staff determined the client's behavior is not attributable to the client's medical or mental health condition.

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

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

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

(8) In accordance with HRSA Policy Notice No. 16-01 (https://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 EHE-funded services, where applicable, in accordance with the provisions of corresponding Federal OMB Uniform Guidance requirements, the

EHE cooperative agreement scope of services detailed in Exhibit A of this Agreement, and the Ryan White HIV/AIDS Treatment Extension Act of 2009, where applicable, as may be amended. These monthly reports shall include:

(1) Computer Identification System (CIS) number (unique client identification number),
(2) date of service,
(3) user identification code for provider of service,
(4) type of service (billing code),
(5) units of service, and
(6) total amount charged for the service.

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

C. Based on client-level and service utilization data entered in the Provide® Enterprise Miami data management system, the SUBRECIPIENT shall submit Bi-annual Progress Reports, a qualitative report based on billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at dates to be determined by the COUNTY. 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. A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT may also be included as part of the Bi-annual Progress Reports. 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 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 second and final of the Bi-annual Progress Reports, 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 EHE cooperative agreement funds were used in accordance with Uniform Guidance, HRSA policies, and Exhibit A, scope of services, of this Agreement, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

D. The SUBRECIPIENT, on an annual basis, shall submit to the COUNTY a Ryan White HIV/AIDS 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 EHE and Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding, as may be amended. Additionally, the SUBRECIPIENT shall comply with HRSA's Client Level Data (CLD) requirements. The COUNTY shall notify all subrecipients at the

earliest opportunity of any additional requirements related to the CLD (including, but not limited to, changes that may be necessary as a result of Eligible Scope and Eligible Services reporting requirements). The COUNTY will notify SUBRECIPIENT by January 31st of each calendar 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 EHE cooperative agreement funding, where applicable, other shared costs received, and actual expenditures incurred during the contract period associated with this Agreement. The FLIER must reflect the actual expenses for approved line items that EHE cooperative agreement 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 EHE award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding cooperative agreement 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 on the FLIER. Overpayments to the SUBRECIPIENT that are identified as a result of the SUBRECIPIENT's reconciliation of budgeted costs versus actual expenditures in the FLIER, in relation to the amount reimbursed by the COUNTY by service category 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 and submitted 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. This 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 cooperative agreement grant budget period have been determined allowable in accordance with 45 CFR part 75; 5) all reported amounts have appropriate and sufficient backup documentation on file at the organization for a period of five (5) years following the date of report submission; and 6) all report 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 EHE cooperative agreement 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 EHE cooperative agreement funds under this Agreement shall vest in the COUNTY.

(3) The SUBRECIPIENT must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal EHE cooperative agreement grant funds under this Agreement 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 EHE cooperative agreement funds under this Agreement should be American-made, to the greatest extent practicable.

(5) For COUNTY-approved equipment purchases with an acquisition cost of $5,000.00 or more per unit acquired by the SUBRECIPIENT using grant award 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 processes and forms developed by the COUNTY to deliver, document, coordinate and report services provided under this Agreement. The SUBRECIPIENT shall begin to utilize such standard tools immediately upon implementation by the COUNTY.

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

7.2 The SUBRECIPIENT agrees to participate in evaluation studies, clinical quality management activities, Performance Improvement Plan activities, Integrated Plan activities, Ending the HIV Epidemic activities, and needs assessment activities sponsored by HRSA or processes carried out by or on behalf of the COUNTY to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SUBRECIPIENT shall:

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

B. Provide each client a confidential client survey consent form to be provided by the COUNTY or its authorized representatives which will include 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 EHE Administrator (courtney.gillens@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 EHE-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 on-going 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 EHE Administrator (courtney.gillens@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. All such records shall be retained by the SUBRECIPIENT for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period, or Federal law requires a shorter retention period;

C. When applicable, submit the annual certified public accountant's audit including all related financial statements made in accordance with applicable Uniform Guidance, 45 CFR part 75, subpart E related to contract cost principles and procedures, and subpart F related to audit requirements, as may be amended, to the Federal Audit Clearinghouse (FAC) (https://facweb.census.gov/uploadpdf.aspx). 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 FAC or submit a complete electronic copy of the audit to the COUNTY.

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

Notification of submission to the Federal Audit Clearinghouse (FAC), or a copy of the complete audit report, must be received by the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end.

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 thirty (30) calendar days after completion of said audit report.

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(i) and 75.501(j) to the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end. Commercial organizations must submit a copy of their completed audit reports to AuditResolution@hhs.gov within the same reporting deadline timeframe.

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: Courtney Gillens, Special Projects Administrator II / EHE Administrator
Email: courtney.gillens@miamidade.gov

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

D. Include record-keeping and reporting requirements in all subcontracts consented to by the COUNTY that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of 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 EHE initiative, 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:

Service Category	Amount
For Quick Connect services:	$405,792.00

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 cooperative agreement grant finds that:

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

B. There were any significant deviations from the approved corresponding Scope of Services (Exhibit A) indicating that the SUBRECIPIENT is not spending at a rate that would absorb its full allocation, per category of service, within the contract period.

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

Article IX
Project Budget and Method of Payment

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

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

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

B. For non-governmental subrecipients, no payments will be made without original and non-expired certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY's Internal Services Department, Risk Management Division, as specified under Article XI, Section 11.2 of this Agreement.

C. The contract close-out invoice along with any outstanding reports shall be submitted no later than thirty (30) calendar days (i.e., Thursday, March 30, 2023) following the end of this Agreement's contract period. If the SUBRECIPIENT fails to comply, all rights to related payment will be forfeited. **No extensions will be granted. No exceptions.**

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 Quick Connect 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 Scope of Services (Exhibit A, Section 4) of this Agreement.

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 cooperative agreement 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-GC)/Ryan White Program no later than thirty (30) calendar days prior to the end of the term identified in Article XIII, Section 13.1 of this Agreement. 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 EHE Administrator (courtney.gillens@miamidade.gov).

9.7 Documents requiring original signatures may be mailed, hand delivered, or electronically transmitted as indicated directly above in Section 9.6.

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 SUBRECIPENT within thirty (30) calendar days after receipt of the billing, unless the COUNTY reasonably believes the request to be improper.

9.11 The SUBRECIPIENT may submit a request for COUNTY approval of or decline an advance payment in accordance with the Uniform Guidance, 45 CFR § 75.305 and COUNTY requirements.

Article X
Representations and Warranties

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

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

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

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

Article XI
Indemnification and Insurance

11.1 **Indemnification by the SUBRECIPIENT.**

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

B. **Governmental Entity SUBRECIPIENT Indemnification.** The SUBRECIPIENT shall indemnify and hold harmless the COUNTY, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, agents, servants, partners, principals or subcontractors. The SUBRECIPIENT shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the SUBRECIPIENT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SUBRECIPIENT arising out of the same incident or occurrence, exceed the sum of $300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, servants, agents, partners, principals or subcontractors.

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

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

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

A. All insurance certificates must list the COUNTY as "Certificate Holder" and must read exactly as presented below:

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

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

C. Commercial General Liability Insurance in an amount not less than $300,000.00 per occurrence, and $600,000.00 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

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

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000.00* combined single limit per occurrence for bodily injury and property damage.

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

*__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 the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

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

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

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

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

In the event that expired or canceled Certificates of Insurance and proof of medical malpractice coverage, where applicable, are not replaced with new or renewed certificates to cover the effective contract term, the COUNTY may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein, and are approved by the Miami-Dade County's Internal Services Department, Risk Management Division; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, seek appropriate remedies including, but not limited to, repayment to

the COUNTY or termination of this Agreement.

Article XII
Conflict of Interest

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

12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by 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 staff will also adhere to the Federal Conflict of Interest Policy as defined in 45 CFR § 75.112, whereby potential conflicts related to a significant financial interest that could directly compromise or bias professional judgment and objectivity related to the management of federal financial assistance must be disclosed to the COUNTY and HRSA in writing.

Article XIII
Term of Agreement

13.1 **Effective Term.** The SUBRECIPIENT's award is part of a multi-year cooperative agreement between the COUNTY and DHHS with a period of performance ending February 28, 2025. Notwithstanding this allowable period of performance, the effective term of this Agreement shall commence on **March 1, 2022 and terminate at the close of business on February 28, 2023.**

This 12-month period includes up to two, one-year options to renew through the end of the period of performance on February 28, 2025, at the County's sole discretion, based on contract performance, continued appropriations by Congress, and availability of adequate funds. The options to renew would be for 12-month budget periods beginning in March and ending in February of each subsequent cooperative agreement grant fiscal year. Additionally, the SUBRECIPIENT shall submit a revised Scope of Services (Exhibit A) and Budget (Exhibit B) to the COUNTY for each subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term.

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

C. **Termination Because of Lack of Funds** - In the event cooperative agreement 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 Entities Crime 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 reprocurement of Services, including procurement and administrative costs; or

C. such other direct damages.

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

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

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

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

18.1 **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the COUNTY has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the SUBRECIPIENT shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the SUBRECIPIENT's prices and any

changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the SUBRECIPIENT, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the SUBRECIPIENT in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the SUBRECIPIENT or any third party.

18.2 **Miami-Dade County Inspector General Review**

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

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

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

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

18.3 **DHHS Inspector General**

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

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:

Dr. Diego Shmuels
Chief Quality Officer, MPH
Borinquen Health Care Center, Inc. (BHCC)

3601 Federal Highway
Miami, FL 33137
Electronic mail: **dshmuels@borinquenhealth.org**

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 General Provisions of Public Law 117-103, the following legislative mandate applies (Division H, Title V, Section 505):

HRSA Recipients, such as the COUNTY, are required to include specific language when issuing statements, press releases, request for proposals, bid solicitations, and other documents (such as HRSA-supported publications and forums) describing projects or programs funded in whole or in part with federal money (i.e., 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] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling $_____, with___% financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by, HRSA, HHS or the U.S. Government."
>
> [NOTE: The dollar amount to record in the statement above can be found in Attachment G of this Agreement, as may be amended.]

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, needs assessment reports, research studies, and issues briefs. For more details, see HRSA's Communicating and Acknowledging Federal Funding webpage at https://www.hrsa.gov/grants/manage/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 Miami-Dade County Ordinance No. 08-113, and the Code of Miami-Dade County section 2-8.1.1, collusion in bidding for COUNTY contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any COUNTY purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to 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.

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 Ethics Commission's website at: http://ethics.miamidade.gov/contact.asp.

Article XXI
Patent and Copyright Indemnification

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

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

21.2 The SUBRECIPIENT shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third-party proprietary rights, by the use or

supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Services or Deliverables furnished hereunder. Accordingly, the SUBRECIPIENT at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.

21.3 In the event any Service or Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SUBRECIPIENT shall have the obligation to, at the COUNTY's option to (1) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (2) procure for the COUNTY, at the SUBRECIPIENT's expense, the rights provided under this Agreement to use the item(s).

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

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

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

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

A. The Terms and Conditions in this Agreement;

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

(1) Exhibit A – Scope of Service(s)
(2) Exhibit B – Budget
(3) Exhibit C – Affidavits and Authorized Signatures:
- Miami-Dade County Affidavits (Attachment A)
- State Public Entities Crime Affidavit (Attachment B)
- Subcontractor/Supplier Listing and Subcontractor Payment Report forms (Attachments C.1 and C.2)
- Collusion Affidavit (Attachment D)
- Due Diligence Affidavit (Attachment E)
- Authorized Signature Form (Attachment F)
- Federal Subaward Notification (Attachment G)

Article XXIV
Rules of Interpretation

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

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

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

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

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

Article XXV
Survival

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

Article XXVI
Nature of the Agreement

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

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

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

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

Article XXVII
Mutual Obligations

27.1 This Agreement, including all exhibits, attachments, and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing

by the duly authorized representatives of both parties.

27.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SUBRECIPIENT and HRSA, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the COUNTY makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Services provided by the SUBRECIPIENT. The SUBRECIPIENT shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the COUNTY.

27.3 The Parties acknowledge that the Ending the HIV Epidemic (EHE) cooperative agreement funds where applicable, allocated to the SUBRECIPIENT, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such cooperative agreement funds. Accordingly, neither the SUBRECIPIENT nor any other participating party, shall succeed to any rights or benefits of the COUNTY under the COUNTY's Notice of Award with HRSA, or attain any privileges, authorities, interests, or rights in or under the COUNTY's Notice of Award. The SUBRECIPIENT further agrees to include this disclaimer in each of its future agreements or contracts with any partner, participating party, or any other party involving the use of the EHE cooperative agreement funds where applicable.

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

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

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

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

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

27.9 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that

one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.

27.10 This Agreement 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.

Borinquen Health Care Center, Inc. (BHCC)

By: _____

Name: Paul Carl Velez

Title: CEO & President

Date: 10/18/2022

Attest: _____
Authorized Person OR Notary Public

Print Name: Claudia Winder

Title: Notary

Date: 10/18/2022

Corporate Seal OR Notary Seal/Stamp

CLAUDIA WINDER NOTARY PUBLIC MY COMMISSION EXPIRES 8-23-2026 STATE OF FLORIDA COMMISSION NUMBER HH 256968

MIAMI-DADE COUNTY

By: _____

Name: David Clodfelter

Title: Director

Date: 10/26/2022

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____

Name: Gene Spencer
Deputy Clerk

Date: 10/26/2022

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

Attachment A

Exhibit A
(Section 1)

Borinquen Health Care Center, Inc.

General Information

Borinquen Health Care Center, Inc. dba Borinquen Medical Centers (BMC) is a not-for-profit, 501(c)(3) organization that receives funding from the Miami-Dade County under this agreement, for the provision of Ending the HIV Epidemic, Quick Connect Services, in addition to Ryan White Part A Program, Minority AIDS Initiative (MAI) Program for medical case management, outpatient medical care, and outreach services to minority persons living with HIV or AIDS; Ryan White Part C funding from the U.S. Department of Health and Human Services; and High Impact Prevention (HIP) funding through the Florida Department of Health in Miami-Dade County. BMC is a Medicaid and Medicare provider. BMC has developed into a comprehensive primary health care facility serving individuals County-wide, however, enhanced efforts are in place to serve the needier neighborhoods of Miami-Dade such as Overtown, Little Havana, Little Haiti, Wynwood, Allapattah, Little River, West Dade, Kendall, Sweetwater and North Miami/North Miami Beach. BMC is a Federally Qualified Health Center. Also, we offer a 340b pharmacy in our main site for our patients' convenience. BHCC is designed to meet all requirements of the American with Disabilities Act. In addition, BHCC is a minority provider as defined by the Centers for Disease Control and Prevention. BHCC is a designated Patient Centered Medical Home by the National Committee on Quality Assurance (NCQA) and the Accreditation Association for Ambulatory Health Care (AAAHC). BHCC is also accredited by the aforementioned (AAAHC).

BHCC is a Test and Treat (Rapid Access Program) provider as well as a resource for PrEP/PEP treatment and navigation services.

Official Contact Person

Dr. Diego Shmuels
Chief Quality Officer
3883 Biscayne Blvd.
Miami, Florida 33137
Telephone Number: (305) 576-6611, Ext. 1230
Fax Number: (786) 476-2819
Email: dshmuels@borinquenhealth.org

Person Responsible for Program Activities

Outreach Services:
Ms. Nelly Belledent
HIV Provider Education Liaison
3883 Biscayne Blvd.
Miami, Florida 33137

Telephone Number: (305) 576-6611, Ext. 1230
Fax Number: (305) 675-0874
Email: nbelledent@borinquenhealth.org

Person Responsible for Fiscal Activities

Ms. Sindia Rosenay
Chief Financial Officer
3883 Biscayne Boulevard
Miami, Florida 33137
Telephone Number: (305) 576-6611, Ext. 6616
Fax Number: (305) 675-2931
Email: srosenay@borinquenhealth.org

Mrs. Jamonica Lawrence
Grant Accountant
3883 Biscayne Boulevard
Miami, Florida 33137
Telephone Number: (305) 576-6611, Ext. 6326
Fax Number: (305) 675-2931
Email: jlawrence@borinquenhealth.org

Cultural and Linguistic Capabilities; Stigma; Health Literacy

BHCC will ensure all EHE-funded services are available in English, Spanish, and Haitian-Creole, as needed by the program clients. In addition, the local Ryan White Program requires BHCC to understand, implement, and adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards (https://www.thinkculturalhealth.hhs.gov/clas). These standards will apply to local EHE Projects as well.

BHCC will also take into account the needs of clients who face barriers to accessing HIV services due to stigma (negative attitudes and beliefs about people with HIV, culturally-based or otherwise), their educational level, or their health literacy (capacity to obtain, process, and understand basic health information and services to make appropriate health decisions).

As required by HRSA, BHCC will 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), where applicable to this project and in adherence with HIPAA and client confidentiality requirements, 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.accessboard.gov.

BHCC will adhere to the complete definition for this service category as detailed in the corresponding Request for Proposal (RFP) No. EHE-0521, which is incorporated herein by reference.

Definition of Ending the HIV Epidemic (EHE) Quick Connect Services

Quick Connect is an expansion of the local Test and Treat / Rapid Access (TTRA) process that was developed for the local Ryan White Part A/MAI Program. Facilitating rapid access to medical

care and antiretroviral therapy (ART), preferably same day but within seven (7) calendar days of HIV diagnosis, leads to viral suppression and improved client health outcomes. Quick Connect will provide educational services and capacity building for medical providers and organizations in the community to increase screening and detection efforts of high-risk patients and linkage to care for newly diagnosed patients with HIV. Quick Connect services may include:

a) **HIV Education for Non-Ryan White Program (RWP)-Funded Medical Practitioners**:
Promote capacity building by educating non-RWP-funded medical practitioners (in clinics, hospitals, and ERs) about HIV clinical guidelines, referral options, and available resources.

b) **HIV Treatment Information Dissemination**:
Identify or develop information that promotes the benefits of HIV treatment adherence and provide this information to EHE Quick Connect team(s) for use in hospitals, clinic, or emergency room encounters. BHCC will be expected to develop a welcome/informational packet to leave with these medical practitioners for use in informing potential clients of available HIV-related services in the community.

c) **Link to HIV Care by EHE Quick Connect Team on TTRA Model**:
Facilitate linkages to HIV care [Ryan White Program (RWP) or non-RWP] (outpatient medical care and HIV medications, at a minimum) by EHE Quick Connect team(s) following the local Test and Treat / Rapid Access (TTRA) model especially for, but not limited to, people with HIV who are not eligible for RWP services (i.e., the cap for RWP eligibility is 400% of the Federal Poverty Level); conduct regular follow-up to ensure EHE Quick Connect clients are connected to a medical home and retained in care and to monitor their viral load. BHCC should also address how the newly identified clients will be connected immediately or timely to ongoing HIV medical care, through an on-call response team and/or through the provision of transportation assistance [e.g., rideshare services such as Uber or Lyft; agency van services; County Special Transportation Services (STS), etc.] and HIV medications.

Client Eligibility Criteria

BHCC will implement standard procedures to appropriately document that clients who receive EHE-funded services under this Agreement are people with HIV. Acceptable client eligibility documentation includes but is not limited to (with approval from the County if not listed below), confirming each client:

1) Is HIV positive or has AIDS (NOTE: a confirmatory HIV test result is required, unless otherwise specifically noted herein):

IMPORTANT NOTE: For the purpose of linkage to care for a newly diagnosed client who has a preliminary reactive test result and a pending confirmatory HIV test result only, such clients may receive limited Medical Case Management (including Treatment Adherence Services and peer support), Outpatient/Ambulatory Health Services, or Outreach Services while the confirmatory HIV test result is pending. These limitations are further detailed under the corresponding service definitions in Section I of the local FY 2020 Ryan White Program Service Delivery Guidelines book. This is necessary in order to reduce a related barrier in accessing care in a timely manner for this population.

Services funded by Ryan White Program dollars will either continue or cease for the client depending on the results from the confirmatory HIV test.

Acceptable Documentation of Medical Eligibility, as may be amended:

- Lab test results (4th Generation HIV test with supplemental confirmatory tests, HIV-1/2 Ab-Differentiation Immunoassay test result (e.g., Multispot® HIV-1/HIV-2 Rapid Test, Geenius HIV-1/2 Supplemental Assay, etc. (with supplemental confirmatory tests), HIV Western Blot, ELISA with Western Blot, detectable HIV viral load or culture result, positive HIV viral culture or test result);
- Out of Network (OON) Referral form, with same proof of same HIV confirmatory tests noted above; or
- A Ryan White Program In Network Referral.

2) Has been screened to ensure the Ryan White Program (EHE first, then Part A/MAI) is the payer of last resort:

   - Ryan White HIV/AIDS Program legislation, codified in Title XXVI of the Public Health Service Act, stipulates that funds received will not be utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another payment source. At the individual client level, this means recipients (the County) must assure that funded subrecipients (service providers) make reasonable efforts to secure non-Ryan White HIV/AIDS Program funds whenever possible for services to eligible clients. In support of this intent, it is an appropriate use of Ryan White HIV/AIDS Program funds to provide case management (medical or non-medical) or other services that, as a central function, ensure that eligibility for other funding sources is aggressively and consistently pursued [e.g., Medicaid, Children's Health Insurance Program (CHIP), Medicare, other local or State-funded HIV/AIDS programs, and/or private sector funding, including private insurance].
   - An exception of this requirement extends to clients who have Veterans Administration (VA) benefits, who are otherwise eligible for Ryan White Program services and choose to access the Ryan White Program first.

BHCC and clients are expected to adhere to the Client Rights and Responsibilities statement, in accordance with the Florida Patient's Bill of Rights and Responsibilities (Section 381.026, Florida Statutes). Failure of BHCC to provide services to clients in this manner may cause the County to seek remedies per the corresponding Agreement (contract). A client's failure to adhere to these responsibilities and BHCC's internal policies and procedures may be grounds for dismissal from the agency and/or the Ryan White Program, depending on the circumstance. BHCC will adhere to the steps indicated in the corresponding Service Delivery Guidelines for circumstances warranting involuntary disenrollment (dismissal) of a client from the local Ryan White Part A/MAI Program.

If a client has a computer information system number (CIS#) and the unique client ID# assigned by BHCC, these will be included in the Ryan White Program registration section in the Provide® Enterprise Miami data management system.

CLIENT ELIGIBILITY DOCUMENTATION (I.E., PROOF OF HIV) MUST BE MAINTAINED IN EACH ORGANIZATION'S CLIENT CHARTS AND/OR IN THE PROVIDE® ENTERPRISE MIAMI DATA SYSTEM AND IS SUBJECT TO AUDIT BY THE OFFICE OF MANAGEMENT AND BUDGET-GRANTS COORDINATION. FAILURE TO MAINTAIN CLIENT ELIGIBILITY DOCUMENTATION MAY RESULT IN FORFEITURE OF REIMBURSEMENT FOR SERVICES RENDERED.

How EHE Initiative Resources will be used in Conjunction with Part A and Part B HIV Systems of Care

When people with HIV are identified through Miami-Dade EHE efforts as being out of care, their eligibility for various support services and programs will be assessed. EHE resources will be used before Part A/MAI resources, where applicable. Those who are eligible for Ryan White Part A Program services (i.e., have income up to 400% of the Federal Poverty Level, reside in Miami-Dade County, and have no other resources to cover the care), as payer of last resort, will be connected to Ryan White Part A/Minority AIDS Initiative (MAI) Program-funded services using the local TTRA model. Those who qualify for Part B services will be directed to available Part B programs. Those who do not qualify for Ryan White Program services based on income or ability to access other payer sources such as Medicaid, Medicare, or private insurance will have the assistance of a community navigator under the Quick Connect component to connect them to ongoing medical care and treatment in Miami-Dade; as this is not currently a service that is readily available in the community. Services such as housing stability support that are not locally feasible under the limitations of the Ryan White Part A Program (i.e., requirements to connect clients to long-term housing solutions within two years), due to the lack of affordable housing in the county, will be addressed using less restrictive EHE resources (in future years of the EHE cooperative agreement).

The Ryan White Program (EHE first, then Part A/MAI) **must always be the payer of last resort**. Documentation supporting this requirement must be maintained in each client's record(s) and is subject to audit and repayment if documentation is insufficient.

Referrals to Ryan White Program Services

If referral to Ryan White Part A/Minority AIDS Initiative (MAI) services is needed, proof will be required showing the client:

- Is a person with HIV;
- Has a documented gross household income that does not exceed 400% of the Federal Poverty Level;
- Is a current, full-time resident of Miami-Dade County;
- Is documented as having been properly screened for the State AIDS Drug Assistance Program (ADAP), Medicaid, Medicaid Managed Medical Assistance (MMA) or Long-term Care (LTC), Medicare, other public sector funding, and private insurance, as appropriate. While clients qualify for and can access these other sources of benefits/entitlement programs, they will not be eligible to receive Ryan White Program-funded services, except for those services, tests, and/or procedures, etc., related to the clients' HIV disease that are not covered by other funding sources; and

- Has been re-assessed for income and Miami-Dade County residency eligibility every six (6) months as mandated in the local Service Delivery Guidelines and the local *Ryan White Program Medical Case Management Standards of Service*, unless otherwise specified.

Walk-in Procedures

BHCC has no waiting list for scheduling new clients. All new walk-ins are accepted when medical attention is necessary. BHCC offers up to six (6) walk-in slots per day at six (6) of our locations: Emilio Lopez Pavilion (3601 Federal Highway), Specialty Care and Wellness Center in the Design District (100 NE 38th Street, Suite #3), Geriatric Center at North Miami (12603 NE 7th Avenues), Flagami (5040 NW 7th Street), West Dade (10528 SW 8th St) and Carrie Meek Center in Little Haiti (7801 NE 2nd Avenue). Patients newly diagnosed are coordinated to receive care based on the patient's need, and they are assessed for medical, financial, and permanent Miami-Dade County residency eligibility before receiving Ryan White Part A or MAI-funded services. Same day appointments are required as per National Committee of Quality Assurance (NCQA) Patient-Centered Medical Home (PCMH) Level 3 standards. Borinquen is certified and accredited as a Level 3 PCMH provider via NCQA and the Accreditation Association for Ambulatory Health Care (AAAHC). See the walk-in hours by service categories beginning on page 12 of this Attachment A, Section 1, Scope of Services.

Client Orientation Process

Both Quick connect staff, will provide orientation to medical providers and to all clients during the educational sessions, as well when and if, they are in need to be linked to care. When non-RW medical providers decide, to link patients to any RW medical provider, we will ensure that patients being linked, follow up with their Medical Case Manager on the same day as their medical appointments to ensure navigation is performed completely. It is also the policy of BHCC to conduct orientation sessions to familiarize clients with BHCC and its service programs. Orientation sessions are offered periodically through informal group sessions. Culturally appropriate materials, in the clients' native language, are available. Eligible clients in need of financial assistance, transportation, housing, and other services are familiarized with the resources available in the community. Medical Case Managers also review issues of confidentiality and release of information, the Miami-Dade County Notice of Privacy Practices, the Service Delivery Information System (SDIS) Consent to Release and Exchange Information Form, Ryan White Composite Consent Form, the Ryan White Program outreach consent, and the client's right to file grievances are also discussed. Medical Case Managers will also explain how the client would benefit from their participation in the SDIS by consenting to include their information in the data system.

Holiday Hours and Emergency Information

BHCC will observe the following ten (10) holidays during the contract period:

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day

BHCC has a 24–hour answering service that clients can call during weekends, in the evening, or in case of an emergency. A team of providers is always on-call, and client (patient) calls are responded to within minutes of their call via the call center/answering service.

BHCC's hurricane/disaster emergency plan was developed to deal with a potential disaster. This plan has been designed to prepare, respond, and provide post emergency and recovery information. It is not intended to be an all-inclusive plan, since different issues arise with each hurricane/disaster emergency situation. It is the policy of BHCC that when a hurricane/disaster state of emergency is issued by the Miami-Dade County Office of Emergency Management and the Mayor's Office a senior management meeting will be called to approve a response to any emergency situations. BHCC's President/CEO will approve a final recommendation.

BHCC also completed the Active Shooter training certification on April 3, 2019 and the Health Center Management For Emerging Infectious Diseases and Other Public Health Emergency Training on February 2020.

Service Delivery Standards

BHCC will adhere to the standards developed and/or adopted by the local Ryan White Program and other applicable standards and guidelines (i.e., Ryan White Program System-wide Standards of Care, Ryan White Program Case Management Standards of Service, Enhanced National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care, HAB HIV Performance Measures, etc.), as may be amended, that are relevant to the funded service category described herein. These standards may be accessed through Section III of the Miami–Dade County Ryan White Part A/MAI Program Service Delivery Guidelines, incorporated herein by reference, at the following web page: www.miamidade.gov/grants/ryan-white-program (go to the "Service Delivery Guidelines" link and select Section III).

Performance Improvement and Clinical Quality Management

BHCC will be expected to develop internal performance improvement programs and collaborate with the Miami-Dade County Ryan White Program. BHCC will be evaluated against the outcome measures contained in Miami-Dade County Professional Service Agreements (contracts); the Health Resources and Services Administration's HAB HIV Performance Measures, as may be amended; Ryan White Program Minimum Primary Medical Care Standards; and/or the Clinical Quality Management Plan and its addenda; where applicable. BHCC will be responsible for collecting and reporting on specific data to measure performance and outcomes, as detailed in the documents listed above.

BHCC will also participate in external quality assurance reviews, utilizing individual standardized tools as developed by the Ryan White Program, the Clinical Quality Management Committee (CQMC), and the Miami-Dade HIV/AIDS Partnership (Partnership) and as applicable to the services for which they are funded. As standardized tools are developed by the Ryan White Program, the CQMC, and the Partnership for EHE-funded Quick Connect services, BHCC will be required to utilize such tools and participate in related external quality assurance reviews, where applicable.

Program Income

Imposition of Charges does not apply to EHE funding. However, Miami-Dade County and its EHE Project Subrecipients are required to track and report all other sources of service reimbursement as program income. All program income earned in relation to EHE-funded services must be used to further the objectives of the EHE Project. For additional information, see HRSA Policy Clarification Notice No. 15-03, Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income, available online at: http://hab.hrsa.gov/manageyourgrant/policiesletters.html. Policy Clarification Notice No. 15-04 addresses program income resulting from pharmaceutical rebates. Also on this webpage, see the related Frequently Asked Questions document.

BHCC must develop, submit to Miami-Dade County Office of Management and Budget-Grants Coordination/EHE Project for review and approval, and implement within sixty (60) calendar days of initial contract start date a Program Income Policy addressing the requirements of HRSA Policy Clarification Notice No. 15-03 and related reporting to Miami-Dade County (through the Final Line Item Expenditure Report, at a minimum). The County will monitor BHCC's development and implementation of its Program Income Policy and the reporting of such program income.

Additional Expectations for Service Provision to Improve Client Health Outcomes

BHCC shall strive to provide services under corresponding Agreement in such a manner as to address the goals of the following national initiative:

Ending the HIV Epidemic

In February 2019, a new national initiative was announced, Ending the HIV Epidemic: A Plan for America. This 10-year initiative began in FY 2020 and seeks to further the goals first addressed in the NHAS 2020, namely "reducing new HIV infections" in the United States, to less than 3,000 new infections per year nationwide by 2030. Miami-Dade County is one of the 48 counties selected to participate in Phase 1 of the Ending the HIV Epidemic (EHE) initiative. Jurisdictions participating in Phase 1 are tasked with reducing new HIV infections by 75 percent within the first five years of this initiative. The EHE initiative, when funded, will promote and implement the following four "Pillars": Diagnose, Treat, Protect, and Respond. EHE-funded services will specifically focus on Pillar Two (Treat) and Pillar Four (Respond). The EHE initiative is a collaborative effort among the Health Resources and Services Administration (HRSA), the Centers for Disease Control and Prevention (CDC), the National Institutes of Health (NIH), the Indian Health Service (IHS), and the Substance Abuse and Mental Health Services Administration (SAMHSA). For more information on the EHE initiative, see https://www.hrsa.gov/ending-hiv-epidemic.

Required Disclaimer for HRSA-supported Publications

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

> "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling $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."

The actual grant number, title, and grant amount to complete the paragraph above are found in Exhibit C, Attachment G, of corresponding Agreement, as may be amended. The percentage shall be completed by BHCC when needed.

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, issues briefs, and websites/webpages if the site references Ryan White Program.

Funded Service Category

BHCC is recommended funding to provide the following service, which will be provided in accordance with HRSA's EHE Initiative and the corresponding RFP No. EHE-0521, as may be amended:

QUICK CONNECT SERVICES

This service category includes **antiretroviral (ARV) medications for EHE Initiative Services**:

- Where applicable, BHCC will be reimbursed for EHE-approved ARV medications based on the Public Health Service (PHS) 340B price of the prescription provided to the EHE client, plus a flat rate dispensing fee. Total costs should include the cost of home delivery, as allowable, and other direct costs associated with the provision of this service. The approved PHS flat rate dispensing fee is stated in the budget narrative of this Agreement. (For example, if the PHS 340B price of a prescription is $1,000.00, and the subrecipient's approved flat rate dispensing fee is $13.00, then the total reimbursement amount is equal to $1,013.00.) An estimate of the number of clients (unduplicated caseload) expected to receive these services must be included in the corresponding budget narrative.

- Where applicable, BHCC will be reimbursed for EHE-approved ARV medications based on the Average Wholesale Price (AWP) of the prescription provided to the EHE client, minus a per-prescription discount rate. Total costs should include the cost of home delivery, as allowable, and other direct costs associated with the provision of this service. The approved AWP discount rate is stated in the budget narrative of this Agreement. (For example, if the AWP of a prescription is $1,000.00, and the subrecipient's approved discount rate is 10%, then the total reimbursement rate is equal to $900.00.) An estimate of the number of clients (unduplicated caseload) expected to receive these services must be included in the corresponding budget narrative.

- An individual receiving PHS 340B-priced medications must be a patient of the covered entity as defined by HRSA (https://www.hrsa.gov/opa/program-requirements/index.html). Specifically, "the individual (1) must have an established relationship with the covered entity such that the entity maintains records of the individual's care; (2) must receive care from a professional employed by the covered entity or under contract or other arrangement (e.g., referral for consultation) with the covered entity such that responsibility for the care remains with the covered entity; and (3) with respect to grantees and sub-grantees, must receive health services from the covered entity that are consistent with the services for which grant funding has been provided to the entity. Under the guidelines, an individual is not considered a patient of the covered entity if the only health care service received by

the individual from the entity is the dispensing of a drug for subsequent self-administration or administration in the home setting."

- A list of EHE-allowable medications under this Agreement is located in the corresponding budget narrative.

Service Availability

Quick Connect services, including Non-RW medical provider capacity building and linkage to care services will be provided as follows:

Non-RW medical provider capacity building will be performed Monday, Tuesday, Wednesday and Thursday from 8:00 a.m. to 7:00 p.m.; Friday from 8:00 a.m. to 4:00 p.m.; attending the different medical provider clinics in Miami-Dade County and Linkage to Care will be performed in the same schedule coordinating to which medical provider the patient decides to attend. The team works during non-traditional hours (evenings, early morning, and weekends) as well as in non-traditional locations. Outreach services are mostly conducted in the field but its headquarters for this service are located at BHCC's offices at 681 NE 125th Street, North Miami, FL 33161.

Every Saturday there will be an on-call Linkage Outreach Specialist, which will ensure to coordinate any linkage by demand, from any non-RW medical provider. In the same token, only those medical non RW providers, will be visited and educated on Saturdays if they scheduled such training and meeting.

County Commission District(s) Where Client Population Resides

BHCC's targeted client population for this service category resides in neighborhoods county-wide.

Documentation and Verification of Services Provided

BHCC will maintain sufficient documentation in the Provide® Enterprise Miami data management system, client charts, electronic client records, and service logs as appropriate to support the procedures and services rendered under this Agreement. This documentation will include, at a minimum, CIS#, the date of service, type of service, service code (if applicable), the number of service units provided, the time spent providing the service, and any other special documentation required under an individual service category. Where appropriate, BHCC staff will also include details of the visit (including the encounter's start time and end time) in a progress note which must also be maintained in the client chart or electronic client record as approved by the Miami-Dade County Office of Management and Budget-Grants Coordination (OMB). The client may sign service log(s) to acknowledge services rendered. Upon request, a written acknowledgment of the services rendered will be provided to the client. Verification of services provided is subject to review and audit by the OMB. Failure to maintain sufficient supporting documentation may result in request(s) for payment being denied and/or fiscal repayment to the Ryan White Program.

All handwritten notes and/or signed entries in a client's record must be complete and legible. Such entries must be made in ink (preferably black or blue ink) or typed. Pencil or erasable ink shall not be used. Any mistakes made within paper-based client records must be corrected by drawing a thin line through the mistake; do not erase, scratch out, or use "white-out". Corrected mistakes should be initialed and dated. Failure to maintain handwritten records as indicated in this section

is also subject to corrective action and potential fiscal repayment to the County for any related disallowed services.

Rules for Reporting

BHCC will report monthly activity according to the recorded number of client visits, dates of services, type of procedures (if applicable), units of service provided, and unduplicated number of clients served. Where applicable, BHCC will also adhere to additional reporting requirements as may be specified for the service category that BHCC is funded to provide under the corresponding Professional Services Agreement. These additional reporting requirements by service category are required by HRSA.

The local EHE Project may also use Report Cards to monitor service delivery against the nationally recognized HIV Care Continuum model to identify gaps or barriers affecting the program's ability to connect people who are living with HIV with core medical and support services and to improve client health outcomes. The HIV Care Continuum is a model used to identify issues and opportunities related to improving the delivery of services to people living with HIV across the entire continuum of care. This continuum has five steps: (1) HIV Diagnosis; (2) Linkage to Care; (3) Receipt of Care; (4) Retention in Care; and (5) Viral Load Suppression. Timely reporting of service delivery information, documenting prescribed HIV medications and uploading or manually entering viral load test results, where applicable, is necessary to track client health outcome, to identify gaps in service delivery or barriers to care, and to identify program improvements to assist clients in achieving and maintaining viral load suppression.

Rules for Reimbursement

BHCC will submit Payment Requests in a format to be provided by Miami-Dade County on a monthly basis no later than the 20th day of the month following the month in which the service was provided. See Attachment B, Line Item Budget Form and Budget Narrative Justification, attached hereto, for details regarding the program-allowable line item allocations and corresponding reimbursement structure.

Deliverables / Outcome Measures

1. Contacts: Increase in the number of people with HIV in the EMA who contact or are contacted by an EHE Quick Connect team. (baseline and every 6 months)

    a. Unduplicated
    b. Cumulative

2. Linked to HIV-related Care: Increase in the number/percentage of people with HIV who are linked to HIV medical care in the: (a) Ryan White Part A/MAI Program; (b) other community programs; or (c) private insurance. (baseline and every 6 months)

    a. Unduplicated
    b. Cumulative

3. Clients Utilizing Process: Increase in the number/percentage of EHE Quick Connect clients utilizing this process (i.e., one or more medical visits, CD4 tests, or VL tests within 30 days or less, documented via follow-up with client or provider) throughout the remainder of the five-year period of performance. (baseline and every 6 months)

a. At least 75% of enrolled EHE Quick Connect clients will utilize this process.

4. Referral Source Name and Location: Documentation of location of referral source (i.e., where referral to HIV related care is taking place: hospital, emergency department, urgent care center, clinic, other community healthcare facility)

5. Capacity Building Trainings: Increase in the number of capacity building trainings conducted for Medical Providers, Clinical Staff, and other Healthcare Professionals (baseline and every 6 months)

   a. Number and Location of Trainings (i.e., number of clinics, hospitals, emergency departments, in-service trainings, etc. conducted)
   b. Number of "Encounters": (i.e., number of healthcare providers for which capacity building and/or technical assistance was offered)
   c. Number of healthcare professionals trained
   d. Number of HIV Educational Folders Distributed: Document number of HIV Educational Folders disseminated to medical providers and other clinical staff

EXHIBIT A
(Section 2)

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE)
CLIENT-LEVEL OUTCOMES/PERFORMANCE MEASURES

Performance by Borinquen Health Care Center, Inc. BHCC under this Agreement will be partially measured against the performance indicators and client health outcome measures listed below. As outcomes are developed or revised and disseminated, BHCC will be responsible for collecting and reporting on the specified data elements used to measure performance, based on the defined outcome(s) per service category.

In addition, BHCC is responsible for collecting and reporting on the required data elements used to measure performance under the following contracted services provided to program-eligible people with HIV: Quick Connect

Groupware Technologies LLC's Provide® Enterprise data management system for Miami-Dade County will be the main data source for the client-level outcomes indicated below once the system programming is complete.

QUICK CONNECT

Outcome 1:	Contacts: Increase in the number of people with HIV in the EMA who contact or are contacted by an EHE Quick Connect team. (baseline and every 6 months)
Target 1a:	Unduplicated
Target 1b:	Cumulative
Outcome 2:	Linked to HIV-related Care: Increase in the number/percentage of people with HIV who are linked to HIV medical care in the: (a) Ryan White Part A/MAI Program; (b) other community programs; or (c) private insurance. (baseline and every 6 months)
Target 2a:	Unduplicated
Target 2b:	Cumulative
Outcome 3:	Clients Utilizing Process: Increase in the number/percentage of EHE Quick Connect clients utilizing this process (i.e., one or more medical visits, CD4 tests, or VL tests within 30 days or less, documented via follow-up with client or provider) throughout the remainder of the five-year period of performance. (baseline and every 6 months)
Target 3:	At least 75% of enrolled EHE Quick Connect clients will utilize this process.
Output 1:	Referral Source Name and Location: Documentation of location of referral source (i.e., where referral to HIV related care is taking place: hospital, emergency department, urgent care center, clinic, other community healthcare facility)
Output 2:	Capacity Building Trainings: Increase in the number of capacity building trainings conducted for Medical Providers, Clinical Staff, and other Healthcare Professionals (baseline and every 4 months)

Output 2a:	Number and Location of Trainings (i.e., number of clinics, hospitals, emergency departments, in-service trainings, etc. conducted)
Output 2b:	Number of "Encounters": (i.e., number of healthcare providers for which capacity building and/or technical assistance was offered
Output 2c:	Number of healthcare professionals trained
Output 2d:	Number of HIV Educational Folders Distributed: Document number of HIV Educational Folders disseminated to medical providers and other clinical staff
Output 2e:	Number of clinics committed to integrating routine HIV screening as a part of standard practice

EXHIBIT A
(Section 3)

MIAMI-DADE COUNTY HIV/AIDS SERVICE NETWORK (MDCHSN)
REQUIRED FIELDS & OTHER REPORTING REQUIREMENTS

Borinquen Health Care Center, Inc. (BHCC) agrees to participate in the Ryan White Program HIV/AIDS Service Network (MDCHSN). This participation requires the use of Groupware Technologies LLC's Provide® Enterprise data management system for Miami-Dade County. This participation shall, at a minimum, assure completion of data entry and updates of a minimum data set and all required fields as collected for the Ryan White HIV/AIDS Program Services Report (RSR), the Annual Progress Report(s), and other reports and amendments that may follow.

Several data fields in the Provide® data management system for client intake and recording of service utilization are required by the Federal government for the RSR. Other fields are required by Miami-Dade County and the Federal government for the Annual Progress Report(s), as well as other special data reports. These data assist the Ryan White Program's efforts in care coordination and improving client health outcomes along the HIV Care Continuum.

These data elements and required fields are incorporated herein by reference. If BHCC needs further clarification on these data elements and required fields, BHCC is advised to contact staff of the County's Ryan White Program.

PLEASE NOTE: Data fields may be amended or added during the fiscal year in order to comply with additional federal, state, and local reporting requirements.

Exhibit A

(Section 4.1)

FY 2022-23
EHE Reimbursement Model

Agency
Borinquen Health Care Centers, Inc.

EHE Initiative Service Description	**Sample Code**	**Deliverables**
Quick Connect - Client Outreach (includes travel packet), linkage for 120 clients total	**QCOXXC**	**#1 Monthly Minimum: 10 clients served**
Quick Connect - Doctor's Office Outreach (includes travel - packet), training for 84 physicians total	**QCOXXD**	**#2 Monthly Minimum: 7 physicians encounters**
Total Allocation FY 2022-23		**Monthly Allowance**
$405,792.00		$33,816.00

EHE Initiative Service Level	**EHE Initiative Service Description**	**Sample Code**	**Proposed Per Unit / Instance Rate Maximum**
Laboratory Testing and Diagnostics	Laboratory Testing and Diagnostics - Limited to Test and Treat Rapid Access (including TTRA basic labs specific to blood counts, panels, viral loads, STD labs, etc.— **first set of approved laboratory testing and diagnostics tied to client's initial visit**—not including diagnostics of ongoing care) @ $1,080.00 per client package of tests	**QCLABS**	$1,080.00
Quick Connect	EHE antiretroviral (ARV) & Other Prescribed Medications (EHE-approved ARV medications based on the Public Health Service (PHS) 340B price of the prescription provided to the EHE client, plus a flat rate dispensing fee of no more than $13.00)	**EHECYD**	Prescription drug price + $13.00 dispensing fee

Rules for Reimbursement:
Beginning on October 1, 2022 the Subrecipient will be reimbursed at 1/12th of the contract award total, subject to proration in accordance with underperformance (i.e., reduced payment based on not meeting the required percentage of connections to care), as detailed in Exhibit A, Section 4.2 attached. **Monthly allowance excludes EHE antiretroviral (ARV) & Other Prescribed drugs assistance being provided through EHE Carryover funding via contract amendment. See table above.**

EXHIBIT A
(Section 4.2)

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE)
QUICK CONNECT SERVICES - RULES FOR REIMBURSEMENT

Under the EHE Quick Connect Service category, the Subrecipient will be reimbursed in accordance with the attached reimbursement rate structure (Exhibit A, Section 4.1) and the following rules. Additional terms related to reimbursement may be reviewed under Article IX of the corresponding Professional Services Agreement, as may be amended.

A. Rules for Reimbursement: The Subrecipient will be reimbursed 1/12th of the contract total, subject to proration in accordance with underperformance (i.e., reduced payment based on not meeting the required percentage of connections to care), as detailed below. Under this service category, 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 proration for the month without services and will not take into consideration this month for purposes of the quarterly performance review.

Reimbursement will be performance-based. Initially, payment will be made in equal monthly installments of the contract award for this service, as may be amended through Reallocation/Sweeps awards or reductions. Subrecipients' performance under this service category will be reviewed quarterly to ensure effective service delivery; whereby at least 50% of the clients contacted through Quick Connect Services during the quarter must be connected for the first time (for new to care clients) or re-connected (for lost to care clients) to Outpatient/Ambulatory Health Services and/or Medical Case Management services including but not limited to HealthTec Services funded through the corresponding cooperative agreement. Failure to reach this 50% quarterly performance goal will result in prorations (i.e., payment reductions), as follows:

% of Unduplicated Quick Connect Clients who were Connected / Re-connected to Care During the Quarter Reviewed	**% of Quarterly Reimbursement Totals Subrecipient is Authorized to Retain (i.e., no proration applied) ***
50% or more	100%
45 – 49%	90%
40 – 44%	80%
35 – 39%	70%
30 – 34%	60%
25 – 29%	50%
20 – 24%	30%
0 – 19%	0%

IMPORTANT NOTES:

1) Adjustments (e.g., reductions, disallowances, etc.) will be made to reimbursements in monthly invoices following the quarter reviewed. Any adjustment will be made to one or more monthly reimbursement invoices in the subsequent months of the same grant fiscal year until the full amount of the payment reductions is recouped. For example, if only 36% of the EHE Quick Connect clients contacted/served in Quarter 3 – September to November – were connected to medical care and/or medical case management, the subrecipient would keep (retain) 70% of the amount reimbursed during that period and the prorated amount (i.e., 30% of amount reimbursed during the quarter) would be deducted from invoices between December and February until the full amount of the reduced payments is recouped.

2) Special circumstances (e.g., new hires, complexity of care for subpopulation served, COVID-19 restrictions, etc.) may be considered at the County's sole discretion for adjustments to any prorated reductions indicated in the table directly above.

3) Each Quick Connect Worker must be an approved user/provider in the local EHE Program's MIS system (e.g., Provide® Enterprise Miami data management system) BEFORE their first service date. Approvals will not be made retroactively for this service category.

4) Reallocations/Sweeps actions will also be prospective, not retroactive.

5) If a Quick Connect Services budget includes a staff vacancy and that vacancy is not filled by the end of the next quarter reviewed, a proportionate amount will be deducted from the total award to reduce the amount allocated to the vacant position.

6) Sweeps requests for additional funds cannot be used to cover prior reimbursement reductions resulting from proration.

7) These percentage rates (see table directly above) will be closely monitored by the Recipient (i.e., Miami-Dade County) for effectiveness and may be subject to change.

B. Additional Rules for Reporting: Monthly activity reporting for this service will be on the basis of an outreach contact in comparison with the amount of time and effort billed to the program for each Outreach Worker.

Reimbursement requests will be continuously evaluated on the basis of productivity; in particular, people contacted and connected to primary medical care or Medical Case Management services. A sufficient level of Quick Connect Services must be provided and a corresponding bill generated through the Provide® Enterprise Miami data management system on a monthly basis in order for reimbursement to be approved by the County. The County maintains the right to assess the sufficiency of the services provided before reimbursement for services is made.

Quick Connect staff must follow all applicable requirements of this service category in the Provide® Enterprise Miami data management system which include the following: managing an Outreach Episode of Care; ensuring that an In Network or OON referral is opened for a client; updating all client appointments evidencing connections to care; creating progress notes which fully document the client encounter; opening the Client

Service Profile Record under the correct funding source; ensuring only eligible clients are served.

It is required that all staff working on Quick Connect Services review and become familiar with the applicable Provide® Enterprise Miami user guides (manuals) titled "Outreach Services Program" and "Referrals: In Network Service and Out of Network" as part of their new outreach staff orientation and prior to providing outreach services. This practice will guide staff as they navigate and follow the requirements of this service category in the Provide® Enterprise Miami data management system with the goal of limiting unbillable services, which can affect the amount of reimbursement approved by the County if the service(s) entered cannot count towards the performance standards detailed above.

FY 2022-23

EHE Renewal Contract

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
Borinquen Health Care Center, Inc.	Quick Connect	03/01/2022 - 2/28/2023

Object Class Categories		Ryan White		Other Funding						
COSTS:		EHE Direct/Service Costs	EHE Indirect/Admin. Costs*	Other Part A/MAI Funds	All Other Federal Funds	City and/or State	General Oper./ Private	Total Agency Cost For Budget Period	Adjusted Salary Cap **	Percent to be Charged to MAI (of "Adjusted Salary Cap", where applicable)
Personnel										
1. Position	Nelly Belledent - Provider HIV Educator	$65,000						$65,000		100%
Fringes	*30% of salary*	$19,500						$19,500		100%
2. Position	Narghis Garcia - Outreach Navigator (08/01/22 - 02/28/23)	$35,000						$35,000		100%
Fringes	*30% of salary*	$10,500						$10,500		100%
3. Position	VACANT - Outreach Specialist (09/01/22 - 02/28/23)	$22,500						$22,500		100%
Fringes	*30% of salary*	$6,750						$6,750		100%
4. Position	VACANT - Outreach Specialist (09/01/22 - 02/28/23)	$22,500						$22,500		100%
Fringes	*30% of salary*	$6,750						$6,750		100%
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Travel: Mileage (local)	*Travel*	$6,720						$6,720		100%
Travel: Parking & Tolls (local)	*Travel*	$1,800						$1,800		100%
Supplies	*General office supplies*	$8,887						$8,887		100%
Other Direct Costs:	*Billboards to increase service awareness & linkage to care*	$41,990						$41,990		100%
Other Direct Costs:	*Bus stop shelter signage & linkage to care*	$28,800						$28,800		100%
Other Direct Costs:	*Media Campaign (Radio/TV)*	$15,336						$15,336		100%
Other Direct Costs:	*Bus bench signage & linkage to care*	$24,294						$24,294		100%
Other Direct Costs:	*Design and printing of educational materials*	$25,000						$25,000		100%
Other Direct Costs:	*Signage on bus to increase awareness & linkage to care*	$5,400						$5,400		100%
Other Direct Costs:	*GoogleAds to increase service awareness & linkage to care*	$17,400						$17,400		100%
Other Direct Costs:	*Equipment - Computers/Laptop*	$4,000						$4,000		100%
Other Direct Costs:	*Cell Phone*	$775						$775		100%
Other Indirect/Admin. Costs:	de minimis Indirect Costs (up to 10% of MTDC)		$36,890	$0	$0	$0	$0	$368,902		10%
TOTAL		$368,902	$36,890	$0	$0		$0	$405,792		
TOTAL AWARD			$405,792							

* Total not to exceed 10% of Total Award for this service category.

** In accordance with the Consolidated Appropriations Act, 2022 (P.L. 117-103), the limitation on charging salaries to DHHS/HRSA grant funds is $203,700 (Executive Level II salary cap effective January 1, 2022); and the allowable percent to be charged is proportionate to the time and effort dedicated to services provided under this budget. This reference and salary cap are subject to change with the new Consolidated Appropriations Act of 2023.

ENDING THE HIV EPIDEMIC (EHE) HEALTHTEC AND QUICK CONNECT SERVICES
Budget Narrative
March 1, 2022 through February 28, 2023

Quick Connect Services:

Borinquen Health Care Center, Inc. (BHCC) will be reaching out to at least 84 independent licensed providers (MD, DO, ARPN, DNP, PA's) 10 clinics, seven hospitals, and five emergency departments along with a minimum of one HIV in-service training monthly to the medical staff (seven total). The Provider Educator will distribute 2,000 HIV Educational Folders to disseminate HIV treatment information to medical providers and other clinical staff.

BHCC proposes to serve approximately 120 clients during the project period. Of these, a total of 120 (100%) of these clients are people with HIV who will receive EHE-funded Quick Connect services during the project period. These clients will be linked to on-going HIV care and provided emergency medication for HIV, during the coordination of care, when needed. BHCC will provide services for the 120 clients through a combination of Ryan White Provider funds and other operating funds of the agency.

EHE ARV Medications ($):

BHCC will use EHE Carryover funding awarded (to be allocated and tracked separately) for this service category to purchase antiretroviral (ARV) medications for distribution to EHE-eligible clients. EHE-funded ARV medications will be reimbursed based on the Average Wholesale Price (AWP) minus a 10% discount for EHE clients who do not receive their medical care from BHCC's, or BHCC's contracted, medical practitioner(s) providing EHE-funded services under this Agreement. For clients who do receive their medical care from BHCC's, or BHCC's contracted, medical practitioner(s), BHCC will be reimbursed for these ARV medications based on the Public Health Services (PHS) 340B price of the prescription (net of discounts) provided to the EHE client, plus a maximum per-prescription flat rate dispensing fee of no more than $13.00. The dispensing fee is used to help cover the expense of pharmacy staff, delivery of drugs (where appropriate), equipment, insurance, and administrative costs. All ARV medications included in the most recent version of the local Test and Treat / Rapid Access (TTRA) Formulary will be available under this Agreement. The provision of ARV medications to EHE clients will be accounted for and reported separately using an EHE medication service code and the medication's corresponding National Drug Code (NDC) number. Payment for the purchase of these drugs will be made separately from other funding sources. The EHE Program is being charged under FY 2020 Carryover funding (i.e., a separate budget) for the cost for this line item to provide ARV medications to EHE clients during the budget period. EHE-covered medications include the following, as may be amended:

ARV Medication for TTRA (and EHE)	Comment
Biktarvy®	
Dovato®	

Prescobix® plus Descovy®	
Symtuza®	
Tivicay® plus Descovy®	
Isentress®	Approved for women of childbearing potential (or for women presenting with pregnancy potential on inadequate contraception
Prezista® plus Norvir®	
Truvada®	

NOTE: If BHCC is requesting reimbursement from the County at the PHS 340B price of the prescription, any difference between the PHS 340B price and what BHCC actually paid for the drug (i.e., PHS 340B acquisition – net of discounts), is Program Income to BHCC and must be tracked, reported, and used in accordance with DHHS policy. For additional information, see Uniform Guidance 45 CFR § 75.307 and HRSA Policy Notice No. 15-03 available online at: https://hab.hrsa.gov/program-grants-management/policy-noticesand-program-letters. If dispensing drugs to clients not receiving their medical care at BHCC (e.g., charging the program AWP-10%), any excess between the amount reimbursed by the program and the actual cost of the drug to BHCC + allowable administrative costs of dispensing the drug, must also be tracked as Program Income and must be tracked, reported and used in accordance with DHHS policy.

BHCC must furnish the invoice (from the drug distributor) to include date of purchase, NDC code, and actual cost of the drug dispensed to BHCC at the time of purchase (i.e., original drug invoice) to support the cost it requests the EHE program to reimburse.

Direct Service Personnel

Name/Title	**EHE Direct Service Costs**	**10% EHE Indirect /Admin. Costs**	**Total Agency Cost For Budget Period**	**% Charged to EHE**
Nelly Belledent - Provider HIV Educator $65,000/26x12	$65,000	$6,500	$71,500	100%
Fringes, FICA @ 7.65%, Medical @ 20.1908%, Retirement @ .5676%, CME/Tuition @ 0.3661%, Workers Compensation @ .3615%, LIFE - LTD- ADD Disability @ .7340%, Unemployment @0.13%, **Total Fringe (@30.0%)**	$19,500	$1,950	$21,450	100%

Narghis Garcia - Outreach Navigator (08/01/22 - 02/28/23) $60000/12x7	$35,000	$3,500	$38,500	100%
Fringes, FICA @ 7.65%, Medical @ 20.1908%, Retirement @ .5676%, CME/Tuition @ 0.3661%, Workers Compensation @ .3615%, LIFE - LTD- ADD Disability @ .7340%, Unemployment @0.13%, **Total Fringe (@30.0%)**	$10,500	$1,050	$11,550	100%
VACANT - Outreach Specialist (09/01/22 - 02/28/23) $45000/12x6	$22,500	$2,250	$24,750	100%
Fringes, FICA @ 7.65%, Medical @ 20.1908%, Retirement @ .5676%, CME/Tuition @ 0.3661%, Workers Compensation @ .3615%, LIFE - LTD- ADD Disability @ .7340%, Unemployment @0.13%, **Total Fringe (@30.0%)**	$6,750	$675	$7,425	100%
VACANT - Outreach Specialist (09/01/22 - 02/28/23) $45000/12x6	$22,500	$2,250	$24,750	100%
Fringes, FICA @ 7.65%, Medical @ 20.1908%, Retirement @ .5676%, CME/Tuition @ 0.3661%, Workers Compensation @ .3615%, LIFE - LTD- ADD Disability @ .7340%, Unemployment @0.13%, **Total Fringe (@30.0%)**	$6,750	$675	$7,425	100%
TOTAL DIRECT SERVICE PERSONNEL	**$188,500**	**$18,850**	**$207,350**	**100%**

TRAVEL: Mileage (local only)	**EHE Direct Service Costs**	**10% EHE Indirect / Admin. Costs**	**Total Agency Cost For Budget Period**	**% Charged to EHE**
Local mileage for Provider HIV Educator to work throughout the community to provide physician education	$6,720	$672	$7,392	100%

for non-Ryan White providers at their place of business (clinics, hospitals, emergency departments) and for Outreach Navigator to travel to connect with clients at their location. The cost of travel will include 250 miles/week. Mileage (1 staff x $.56 x 12 months x 250 miles x 4 week)				
TOTAL TRAVEL MILEAGE (LOCAL ONLY)	**6,720**	**$672**	**$7,392**	**100%**

TRAVEL: PARKING & TOLLS (local)	**EHE Direct Service Costs**	**10% EHE Indirect / Admin. Costs**	**Total Agency Cost For Budget Period**	**% Charged to EHE**
PARKING & TOLLS (1 staff x $150 x 12)	$1,800	$180	$1,980	100%
TOTAL TRAVEL PARKING & TOLLS (LOCAL)	**$1,800**	**$180**	**$1,980**	**100%**

SUPPLIES

Item	**EHE Direct Service Costs**	**10% EHE Indirect / Admin. Costs**	**Total Agency Cost For Budget Period**	**% Charged to EHE**
General office supplies ($740.59x12)	$8,887	$889	$9,776	100%
TOTAL SUPPLIES	**$8,887**	**$889**	**$9,776**	**100%**

OTHER DIRECT COSTS

BHCC will also employ signage in high-risk areas to encourage those who are newly diagnosed, are not currently in care, or who are not adherent to care, to contact the Outreach Navigator in order to be connected to care. This signage will primarily be in high traffic

areas where hard to reach individuals are often present, including those who are homeless or sex workers. Signage will include bus stops and benches, messaging on county buses, and billboards. Cost is based on current published rates.

Item	EHE Direct Service Costs	10% EHE Indirect / Admin. Costs	Total Agency Cost For Budget Period	% Charged to EHE
Medium Billboard to increase service awareness & linkage to care ($1,555.20 x 27 units for 6 months)	$41,990	$4,199	$46,189	100%
Bus stop shelter signage & linkage to care (6 bus benches at $800 each for 6 months)	$28,800	$2,880	$31,680	100%
Media Campaign (Radio/TV) ($1,278 x 12 months)	$15,336	$1,534	$16,870	100%
Bus bench signage & linkage to care (5 bus benches $694.11 each for 7 months)	$24,294	$2,429	$26,723	100%
Educational materials design and print. Development of a welcome/informational packet to leave with medical practitioners for use in informing potential clients of available HIV-related services in the community. $15,000 for provider education toolkits and $10,000 for patient focused treatment welcome/informational packets.	$25,000	$2,500	$27,500	100%
Signage on bus to increase awareness & linkage to care ($900 x 6 months)	$5,400	$540	$5,940	100%
Google Ads to increase service awareness & linkage to care ($2,900 per Ad for 6 months)	$17,400	$1,740	$19,140	100%
Equipment - Computers/Laptop ($1000 x 4 staff)	$4,000	$400	$4,400	100%
Cell Phone (1 staff $25 x 12 months, 1 staff $25 x 7 months, 2 staff $25 x 6 months)	$775	$78	$4,400	100%
TOTAL OTHER DIRECT COST	**$162,995**	**$16,300**	**$179,295**	**100%**

GRANT TOTAL AND GRANT REQUEST

ENDING THE HIV EPIDEMIC (EHE) HEALTHTEC AND QUICK CONNECT SERVICES
Budget Narrative
March 1, 2022 through February 28, 2023

	EHE Direct Service Costs	**10% EHE Indirect / Admin. Costs**	**Total Agency Cost For Budget Period**	**% Charged to EHE**
Total	$368,902	$36,890	**$405,792**	**100%**

EXHIBIT C

ATTACHMENT	ITEM
A	County Vendor Affidavits
B	State Public Entity Crimes Statement
C.1	Miami-Dade County Ryan White Program Subcontractor/Supplier Listing – FY 2022
C.2	Miami-Dade County Ryan White Program Subcontractor Payment Report – FY 2022
D	Collusion Affidavit
E	Due Diligence Affidavit
F	Authorized Signature Form
G	Federal Subaward Notification

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Attachment A

Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

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

☒ **FEIN** 59-1417397

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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

☐ **NAICS Code** _____

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

A) Name of Entity, Individual(s), Partners or Corporation	B) Doing Business As (If same as line A, leave blank)
Borinquen Health Care Center, Inc.	Borinquen Medical Centers

Street Address (P.O. Box Number is not permitted)	City	State (U.S.A.)	Country	Zip Code
3601 Federal Highway	Miami	FL	USA	33137

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS
NONE		

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW: GENDER M	GENDER F	RACE / ETHNICITY: White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaskan Native	Other
NONE											

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

OTHER CORPORATIONS		% OF OWNERSHIP									
NONE											

2. *MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT*

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

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

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

	NUMBER OF EMPLOYEES		
	Males	*Females*	
White	4	6	
Black	14	72	
Hispanic	65	148	
Asian/Pacific Islander	1	0	
Native American/Alaskan Native	1	1	
Other	9	9	
Total Number of Employees	94	236	330
			Total Employees

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

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

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

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

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

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

4. *MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. ***MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT***
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

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

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

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

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

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

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

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

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

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

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

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

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

AFFIRMATION

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

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

(Signature of Affiant) — 10/12/2022 (Date)

Paul Carl Velez, President and CEO
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: Florida (State) — Miami-Dade (County of)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 12th day of October 20 22 .

by Paul Carl Velez — He or she is personally known to me ☑ — Or has produced identification ☐

Type of Identification Produced

Signature of Notary Public — HH256968 (Serial Number)

Claudia Winder — Print or Stamp of Notary Public — 08/23/2026 Expiration Date

CLAUDIA WINDER NOTARY PUBLIC MY COMMISSION EXPIRES 8-23-2026 STATE OF FLORIDA COMMISSION NUMBER HH 256968

Notary Public Seal (When applicable)

ATTACHMENT B

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

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

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

   by Borinquen Health Care Center, Inc. Paul Carl Velez
   (print name of person submitting sworn statement)

   for Borinquen Health Care Center, Inc.
   (print name of entity submitting sworn statement)

   whose business address is 3601 Federal Highway, Miami, FL 33137

   and if applicable its Federal Employer Identification Number (FEIN) is 59-1417397. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133 (1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

_____
(Signature)

Sworn to and subscribed before me this 12th day of October, 20 22.

Personally known to me _____, _____

OR Produced Identification _____ Notary Public-State of Florida

_____ My commission expires 08-23-2026
(Type of Identification)

CLAUDIA WINDER NOTARY PUBLIC MY COMMISSION EXPIRES 8-23-2026 STATE OF FLORIDA COMMISSION NUMBER HH 256968

Claudia Winder
(Printed, typed or stamped commissioned name of notary public)

Exhibit C - Attachment C.1

MIAMI-DADE COUNTY RYAN WHITE PROGRAM
SUBCONTRACTOR/SUPPLIER LISTING - FY 2022

Full Name of Subrecipient Organization _____ FEIN # _____

Project/Contract Number _____

In accordance with 45 CFR 75.330 of the Uniform Guidance, this form is being used to identify and report the gender, race and ethnicity of this Subrecipient's subcontractors and suppliers, where applicable. This form must be submitted by Miami-Dade County Ryan White Program subrecipients that have a Professional Services Agreement which involves expenditures of $100,000 or more; all services combined. This Subrecipient shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. Enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract. Then, sign the form below.

(Please duplicate this form if additional space is needed. Submit the completed form(s) only with the final reimbursement request (invoice) for grant fiscal year 2022.)

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

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

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

* Note: If "Gender" above is other than M or F, please enter the number with "O" or "E" here: Subcontractor/Sub-consultant - Other: _____ Supplier - Other: _____
(O = owner; E = employer)

Signature of Subrecipient's Authorized Representative	Print Name	Print Title	Date	
Paul Carl Velez	Paul Carl Velez	CEO & President	10/12/2022	Sub/Supply List OMB/RWP Rev. 7/22

MIAMI-DADE COUNTY RYAN WHITE PROGRAM
SUBCONTRACTOR PAYMENT REPORT - FY 2022

[Submit this completed form only with the final reimbursement request (invoice) for FY 2022.]

As a condition of final payment under the corresponding Ryan White Program Professional Services Agreement, the Subrecipient indicated below shall identify subcontractors used in the work, the amount (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 intends to pay less than the subcontract amount (contract value), the contractor shall provide to the County a statement explaining the discrepancy or any disputed amount.

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

FULL NAME OF SUBRECIPIENT ORGANIZATION:

FEIN:

PROJECT/CONTRACT NAME: FY 2022 Ending the HIV Epidemic (EHE) Renewal Contract

PROJECT/CONTRACT NUMBER:

CONTRACT/BUDGET PERIOD: March 1, 2022 through February 28, 2023

CONTRACT AWARD AMOUNT:

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

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE OMB/RYAN WHITE PROGRAM.

By my signature below, I certify that the representations contained in this Subcontractor Payment Report are to the best of my knowledge true and accurate.

Paul Carl Velez | Paul Carl Velez, CEO | 10/12/2022

Signature of Authorized Representative | **Name and Title (Print)** | **Date**

FOR OMB/RWP USE ONLY:

Department Signature | **Print Name and Title** | **Date** | ☐ **Contractor in Compliance**

ATTACHMENT D

COLLUSION AFFIDAVIT

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

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

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

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

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

OR

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

_____ _____

_____ _____

_____ _____

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

By: Paul Carl Velez
Signature of Affiant

October 12, 20 22
Date

Paul Carl Velez, President and CEO
Printed Name of Affiant and Title

5 9 - 1 4 1 7 3 9 7
Federal Employer Identification Number

Borinquen Health Care Center, Inc.
Printed Name of Firm

3601 Federal Highway, Miami, FL 33137
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 12th day of October, 2022

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____
Signature of Notary

HH256968
Serial Number

Claudia Winder
Print or Stamp Name of Notary

08-23-2026
Expiration Date

Notary Public – State of Florida

CLAUDIA WINDER NOTARY PUBLIC MY COMMISSION EXPIRES 8-23-2026 STATE OF FLORIDA COMMISSION NUMBER HH 256968

ATTACHMENT E

MIAMI-DADE COUNTY

DUE DILIGENCE AFFIDAVIT

Subrecipient Name: Borinquen Health Care Center, Inc.

Address: 3601 Federal Highway, Miami, FL 33137

Telephone Number: 305-576-6611

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

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

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

This is certified by my signature:

Subrecipient Authorized Representative's Signature	Paul Carl Velez, President and CEO Print Subrecipient Authorized Representative's Name	10/12/2022 Date

Subscribed and sworn to (or affirmed) before me this 12th *day of* October, *20* 22

by Paul Carl Velez. *He/she is personally known to me or has presented* ____

_____ *as identification number:* _____

(Print or Stamp of Notary):

Claudia Winder

Expiration Date: 08-23-2026

Notary Seal:

CLAUDIA WINDER NOTARY PUBLIC MY COMMISSION EXPIRES 8-23-2026 STATE OF FLORIDA COMMISSION NUMBER HH 256968

Notary Public – State of Florida

BORINQUEN MEDICAL CENTERS

Resolution Nos. R-245-20 and R-716-21

ATTACHMENT F

AUTHORIZED SIGNATURE FORM

DATE: October 10, 2022

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

	NAME (please type)	TITLE (please type)	SIGNATURE
I.	Prime Contracts and Subcontracts		
	Paul Carl Velez	Chief Executive Officer	
	Eva Perez	Chairperson	
	Diego Shmuels	Chief Quality Officer	
II.	Checks (List amount limits)		
	Paul Carl Velez	Chief Executive Officer	
	Eva Perez	Chairperson	
	Sindia Rosenay	Chief Finance Officer	
III.	Budget Revision Requests		
	Paul Carl Velez	Chief Executive Officer	
	Sindia Rosenay	Chief Finance Officer	
	Felix Villamil	Comptroller	
IV.	Payment Requests		
	Sindia Rosenay	Chief Finance Officer	
	Felix Villamil	Comptroller	
	Diego Shmuels	Chief Quality Officer	

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2022-2023 (Year 3)

In accordance with the 45 CFR § 75.352, as may be amended, the following is official notification from the pass-through entity (COUNTY) to the subrecipient named below regarding the federal subaward for Ending the HIV Epidemic (EHE) Initiative services covering the period of March 1, 2022 through February 28, 2023. These funds are made available in accordance with the United States Health and Human Services Department, Health Resources and Services Administration's (HRSA) Ending the HIV Epidemic (EHE) multi-year cooperative agreement, and its related legislation and regulations.

1) FEDERAL AWARD IDENTIFICATION:

i	**Subrecipient Name:** *(must match registered name in www.SAM.gov for UEI, see ii below)*	Borinquen Health Care Center, Inc. (BHCC)
ii	**Subrecipient's Unique Entity Identifier (UEI):**	KTLSAQA6KDM3
iii	**Unique Federal Award Identification Number (FAIN):**	UT833946
iii (b.)	**Grant Number:**	UT8HA33946
iv (a.)	**Federal Award Amount to Pass-Through Entity:**	$ 3,464,861.00
iv (b.)	**Federal Award Date:**	1/19/2022
v	**Subaward Period of Performance Start and End Date:**	March 1, 2022 through February 28, 2023
vi	**Amount of Federal Funds Obligated by this action** (by the pass-through entity to the subrecipient by this action):	$405,792.00
vii	**Total Amount of Federal Funds Obligated to the subrecipient** [by the pass-through entity including the current obligation]:	$405,792.00
viii	**Total Amount of the Federal Award** [committed to the subrecipient by the pass-through entity]:	$405,792.00

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

2) All requirements imposed by the pass-through entity (COUNTY) on the SUBRECIPIENT so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award are included herewith in the accompanying FY 2022 Professional Services Agreement for Ryan White Program Services, including its Exhibits and Attachments, as may be amended;

3) Any additional requirements that the pass-through entity (COUNTY) imposes on the SUBRECIPIENT in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports are also included herewith in the accompanying FY 2022

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2022-2023 (Year 3)

Professional Services Agreement for Ryan White Program services, including its Exhibits and Attachments, as may be amended;

4) In accordance with 45 CFR § 75.352 (a)(1)(xi), as may be amended, the dollar amount made available, Assistance Listing Number (ALN) and Program Name are provided at the time of each disbursement. Please refer to the REQUEST FOR PAYMENT form for details.

5) An approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government will be accepted up to the maximum allowable by Federal Ryan White Program legislation for this Health and Human Service (HHS) Program, as indicated in section 1) xiii above, per 45 CFR § 75.414(c)(1); or, if no such rate exists, either a rate negotiated between the pass-through entity (COUNTY) and the SUBRECIPIENT in compliance with 45 CFR § 75.352; or, a de minimis indirect cost rate as defined in 45 CFR § 75.414(f) Indirect (F&A) costs, paragraph (b) of this Part;

6) A requirement that the SUBRECIPIENT permit the pass-through entity (COUNTY) and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the pass-through entity to meet the requirements of this part (45 CFR part 75) are included herewith in the accompanying FY 2022 Professional Services Agreement for Ryan White Program services; and

7) Appropriate terms and conditions concerning closeout of this subaward are also included herewith in the accompanying FY 2022 Professional Services Agreement for EHE Initiative services. Additional information will be communicated to SUBRECIPIENT in advance of any related reporting deadlines.

ADDITIONAL REQUIREMENT REGARDING ACCESS TO RECORDS:

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

The information above regarding this federal subaward is current as of: 10/4/2022.

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

Prepared by:	**Reviewed by:**
Signature: Courtney Gillens	Signature:
Name: Courtney Gillens	Name: Daniel T. Wall
Title: Special Projects Administrator II	Title: Assistant Director
Date: 10/4/2022	Date: 10/4/2022

EXHIBIT C

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

BUEHE2022CAR
FY 2022 EHE Renewal Contract
(Amended and Restated FY 2021 EHE Contract)
Resolution Nos. R-245-20 and R-716-21

MIAMI-DADE COUNTY

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this 26th day of October, 2022 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 Care Resource Community Health Centers, Inc. (CARE), a Florida non-profit whose address is 3510 Biscayne Blvd Miami, FL 33137, hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide HealthTec services to program-eligible people with HIV under the COUNTY's corresponding, federally-funded, multi-year Ending the HIV Epidemic cooperative agreement.

WITNESSETH

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

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

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

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

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

WHEREAS, the SUBRECIPIENT has submitted a written proposal dated March 8, 2021, hereinafter referred to as the "Subrecipient's Proposal" which is incorporated herein by reference; and,

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-245-20 on March 3, 2020 and Resolution No. R-716-21 on July 20, 2021, 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 Miami-Dade County's Ending the HIV Epidemic plan,

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

Article I
Definitions

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

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

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

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

d) "CFR" shall mean Code of Federal Regulations, that "codify the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government."

e) "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 Ending the HIV Epidemic (EHE) services in Miami-Dade County in order to track the client's participation in the Ryan White Program and EHE system of care.

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

g) "Contract", "Contract Documents", or "Agreement" shall mean collectively the 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.

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

i) "Cooperative Agreement" shall mean a financial assistance mechanism where substantial involvement is anticipated between HRSA and the Recipient during performance of the contemplated project.

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

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

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

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

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

o) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds $25,000.00 and has been delinquent for greater than 180 days.

p) "Federal Pass Through Agency" shall mean Miami-Dade County, the Recipient of federal

grants funds related to this Agreement.

q) "Grant funds" shall mean those Ryan White Program Ending the HIV Epidemic (EHE) cooperative agreement funds as more fully set forth in Article VIII of this Agreement.

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

s) "Management Information System" or "MIS" shall mean the electronic data management system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program and EHE system of care.

t) "Minority" shall mean a person that defines him or herself as coming from one of the following federally-defined racial/ethnic groups: Black/African American (including, but not limited to, Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group. However, local Minority AIDS Initiative (MAI)-funded services are limited to serving people with HIV who are Black/African American (including, but not limited to, Haitian) or Hispanic.

u) "Non-federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), hospital, or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

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

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

x) "Program-eligible individuals", "persons or people with HIV", "service recipients", or "clients" shall mean individuals who test positive for the Human Immunodeficiency Virus (HIV). All new clients who are provided any services (whether EHE or Ryan White HIV/AIDS Program) in an EHE-funded jurisdiction, such as Miami-Dade County, shall be counted as an EHE client. EHE clients needing referral to Ryan White Part A or Minority AIDS Initiative (MAI) Program services must meet specific Part A or MAI Program eligibility requirements.

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

z) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SUBRECIPIENT under this Agreement.

aa) "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

bb) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the SUBRECIPIENT, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SUBRECIPIENT and whether or not in privity of Agreement with the SUBRECIPIENT.

cc) "Subrecipient" or "subgrantee" "or registered supplier" shall mean an entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient (grantee) or other subrecipient for the use of the Federal grant funds provided by the subaward.

dd) "Subrecipient's Budget" shall mean the documents attached hereto as Exhibit B, as may be amended or revised during the contract period with written approval from the COUNTY, which details the allowable direct and indirect/administrative costs that will be funded by the EHE cooperative agreement under this Agreement.

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

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

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

hh) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SUBRECIPIENT in accordance with the provisions of this Agreement, including the Scope of Services, Budget, and terms and conditions.

Article II
Responsibilities of the SUBRECIPIENT

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

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

B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as EHE services shall be provided to program-eligible people with HIV who reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement.

The goal of EHE-funded activities in this Agreement is to treat people with HIV rapidly and effectively to reach sustained viral suppression.

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

D. If applicable, to submit to the COUNTY within thirty (30) calendar days of 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. 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. Resume and/or curriculum vitae for each key personnel under this Agreement shall be provided to the COUNTY prior to contract execution, in order to provide said documents to HRSA, as required by the EHE cooperative agreement. Upon request from OMB management, the SUBRECIPIENT shall submit to the COUNTY copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within ten (10) calendar days from the date said incident occurs. Ignorance on the part of the SUBRECIPIENT of its obligations under this subsection shall in no way relieve the SUBRECIPIENT from any of its responsibilities in this regard. The SUBRECIPIENT's failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

F. To make available the personnel identified by the SUBRECIPIENT in its response to the COUNTY's corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), as may be amended, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within thirty (30) calendar days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or Subcontractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY for review upon request. All personnel shall be considered to be, at all times, the sole employees of the SUBRECIPIENT under its sole direction.

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

H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership (also referred to as The Partnership; the local county advisory board for HIV-related issues) and the COUNTY.

I. To keep detailed records of client visits, other encounters (e.g., telephone contacts, home visits, referrals, etc.), any other service provided, and staff time and effort involved; and to prepare and provide any and all reports that may be requested by the COUNTY, on a regular and "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County, State of Florida, and Federal requirements, and to document and verify reimbursement requests (i.e., billings, invoices, etc.) to the COUNTY. SUBRECIPIENT shall maintain sufficient records and adhere to the local Ryan White Program's EHE site visit monitoring process as may be amended, in accordance with Federal and local guidelines and requirements. Per 45 CFR § 75.351 - 75.353, activities of the SUBRECIPIENT will be monitored by the COUNTY to ensure that the subaward is used for authorized purposes, in compliance with Federal statues, Ryan White HIV/AIDS Program legislative requirements, regulations, and the terms and conditions of the subaward; and that the subaward performance goals are achieved. SUBRECIPIENT must track, appropriately use, and report program income generated by the subaward, SUBRECIPIENT's EHE expenditures must adhere to legislative mandates regarding the distribution of funds.

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

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

L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SUBRECIPIENT or any firm, corporation, partnership or joint venture in which the

SUBRECIPIENT has a controlling financial interest in order to secure repayment of any loan made to the SUBRECIPIENT by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5; and Article VIII, Sections 8.1 through 8.3 was not reimbursable.

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

The SUBRECIPIENT, prior to implementing any subcontract for any portion of the services funded under this Agreement, will state in writing to the COUNTY the name of the proposed Subcontractor, the portion of the services which the Subcontractor is to do, the place of business of such Subcontractor, the rate of pay, duration of any subcontractor agreement, and other such information as the COUNTY may require. Proposed subcontract agreements submitted to the COUNTY for review and consent will also include causes and remedies for suspension or termination of the Agreement, HIPAA and other confidentiality requirements, and the requirement for the Subcontractor to abide by the same terms and conditions included in this prime Agreement between the SUBRECIPIENT and the COUNTY. The COUNTY will have the right to require the SUBRECIPIENT not to award any subcontract to a person, firm or corporation for whom the COUNTY does not provide its consent under this Agreement.

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

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

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

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

If this Agreement involves 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., mobile phones, laptops, monitors, docking stations, tablets, medical supplies, or medications for EHE services], 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 Subcontractors or Suppliers from those listed in a corresponding, approved budget without prior written approval of 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 EHE Initiative, 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.** Not to discriminate on the basis of race, religion, color, national origin, ancestry, gender,

familial status, marital status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, pregnancy, age, disability, veteran status, or if a housing provider, source of income, in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination. In order to serve people most in need and to comply with Federal law, services must be widely accessible. The DHHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Services must be widely accessible. For more information, please see:
http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html
http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html
http://www.hhs.gov/civil-rights/for-individuals/index.html and
http://www.hhs.gov/civil-rights/for-providers/index.html.

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

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60-1, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. For more information, please see: http://www.dol.gov/ofccp/regs/statutes/eo11246.htm.

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

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

P. To comply with all Federal laws particularly applicable to language access or Limited English Proficiency (LEP) access, including but not limited to Title VI of the Civil Rights Act of 1964, (42 USC § 2000d, et seq.) and the Title VI regulations (45 CFR part 80), prohibiting discrimination based on national origin, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", signed on August 11, 2000. Executive Order 13166 requires the SUBRECIPIENT receiving Federal financial assistance to take steps to ensure that clients with limited English proficiency can meaningfully access health and social services. The provision of language assistance should provide for effective communication between the SUBRECIPIENT and the person with limited English proficiency to facilitate participation in, and meaningful access to, core medical and support services. The guidance for Executive Order 13166 may be obtained at the following website:
http://www.lep.gov/13166/eo13166.html.

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

Q. To comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as amended (applies to contract awards in excess of $150,000.00). Violations must be reported to the Federal awarding agency (i.e., HRSA) and the Regional Office of the Environmental Protection Agency (EPA).

R. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6201, et seq.).

S. To comply with the Byrd Anti-Lobbying Amendment (31 USC § 1352) (applies to contract awards in excess of $100,000.00). The SUBRECIPIENT shall certify to the COUNTY it will not and has not used Federal appropriated grant funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or an employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. The SUBRECIPIENT shall also disclose to the COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The SUBRECIPIENT further agrees to comply with the requirement of such legislation to furnish a disclosure (Federal OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The provisions of this subsection 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 May 5, 2022:

(1) In accordance with applicable laws, no grant funds shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(2) In accordance with applicable laws, no part of the grant funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to legislative any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(3) The prohibitions in subsections (1) and (2) [directly above] shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

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

terminating this Agreement or for commencement of debarment proceedings against the SUBRECIPIENT.

V. To comply with all the requirements of the Americans with Disabilities Act (ADA), of 1990 (and related Acts), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws (including Miami-Dade County Resolution No. R-385-95), regulations, and Executive Orders. In this regard, the SUBRECIPIENT shall not deny any individual the opportunity to participate in or benefit from federally-funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SUBRECIPIENT shall provide program accessibility and effective communication for service recipients and employees. The SUBRECIPIENT shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, 4CON, 9th Floor, Washington, D.C. 20530, within 180 calendar days of the date of discrimination. An ADA complaint may also be filed by sending an ADA complaint electronically through the following web page: https://civilrights.justice.gov/report/. 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. 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) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

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

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

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

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

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

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

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

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

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

Z. To provide a Client Rights and Responsibilities Statement in the languages of the local client population to be served (i.e., in English, Spanish, and Haitian-Creole, at a minimum) that is reviewed, signed, and dated by each client receiving Ryan White Program and EHE-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 and EHE-funded services. The SUBRECIPIENT is required to respond in writing within ten (10) business days, or other reasonable time frame specified in writing by the COUNTY or such 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 or enhancement of outcome measures for applicable service categories.

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

DD. To establish, document, and maintain appropriate and on-going referral and linkage agreements with Ryan White Program and non-Ryan White Program-funded subrecipients, service providers, and key points of entry to the system of care for people with HIV, including, but not limited to, outpatient medical care and medical case management providers, Florida Department of Health in Miami-Dade County - Sexually Transmitted Disease (STD) clinics, State-licensed HIV counseling and testing sites, hospitals/emergency room departments, hospital discharge clinics/departments, substance abuse treatment providers/programs, mental health clinics/programs, adult and juvenile detention centers, jail and/or correctional facilities, including, but not limited to, re-entry programs.

EE. To notify program clients and the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of 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 EHE cooperative agreement, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Professional Services Agreement with the COUNTY for EHE-funded services. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SUBRECIPIENT, reference the service category(ies) and dollar amount(s) in the award, and include the phrase "as may be amended". A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. A copy of the Board of Directors' meeting minutes where this resolution was addressed and approved must also be submitted to the COUNTY prior to contract execution. In the event that such a resolution is not required by operation of law, then the SUBRECIPIENT must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.

GG. To adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the most current, local Ryan White Program Service Delivery 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://www.thinkculturalhealth.hhs.gov/clas.

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

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

Additional information can be found at the following HRSA website: https://www.ecfr.gov/cgi-bin/text-idx?SID=168659567ddecc29cf79c97b0b5b04a2&mc=true&node=se2.1.175_115&rgn=div8 or at https://www.state.gov/j/tip/laws/.

JJ. Disaster Plan/Continuity of Operations Plan (COOP). The SUBRECIPIENT shall develop and maintain 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. 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. 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 ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by section 435.02, Florida Statutes, satisfactorily complete and pass Level 2 background screening before working or volunteering with such persons.

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

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

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

Where applicable, the SUBRECIPIENT agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: chapters 39, 393, 394, 397,

402, 408, 409, 435, 984, 985, 1012, Florida Statutes, as may be amended from time to time.

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

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

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

(1) "Vulnerable person" means a minor as defined in section 1.01, Florida Statues, or a vulnerable adult as defined in section 415.102(28), Florida Statutes.

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

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

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

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

SUBRECIPIENT must maintain policy and procedures related to Level 2 Background Screening to include the requirements stated in 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 Consolidated Appropriations Act, 2022, § 202, (Public Law 117-103), enacted March 15, 2022, 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 $203,700.00 (the Executive Level II salary of the Federal Executive Pay scale effective January 1, 2022). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/ subcontracts under a U.S. Department of Health Resources and Services Administration (HRSA) grant or cooperative agreement.

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

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

NN. CareerSource South Florida. Where applicable, pursuant to section 2-2113 of the Code of Miami-Dade County and Miami-Dade County Implementing Order No. 3-58, for all contracts for goods and services, the SUBRECIPIENT, prior to hiring to fill each vacancy arising under a COUNTY contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the COUNTY to fill a minimum of fifty percent (50%) of its employment needs under the COUNTY contract through the SFWIB. If no suitable candidates can be employed after the Referral Period of three (3) to five (5) business days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500.00/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at www.careersourcesfl.com or by contacting the SFWIB (i.e., CareerSource South Florida) at (305) 594-7615.

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

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

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

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

QQ. Pursuant to section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

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

(2) Upon request from the COUNTY'S custodian of public records identified herein, provide the COUNTY with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the SUBRECIPENT does not transfer the records to the COUNTY; and

(4) Meet all requirements for retaining public records and transfer to the COUNTY, at no COUNTY cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SUBRECIPIENT upon termination of this Agreement. If SUBRECIPIENT transfers all public records to the COUNTY upon completion of this Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form,

characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the COUNTY.

In addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the SUBRECIPIENT to comply with Section 119.0701, Florida Statutes, and this Article II, Section 2.1 (QQ) of this Agreement, the COUNTY shall avail itself of the remedies set forth in Article XV and Article XVII of this Agreement.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPENT'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: Courtney Gillens, EHE Special Projects Administrator II
Email: Courtney.Gillens@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 website: https://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:prelim).

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 it's implementing regulations (48 CFR § 352.237-70), prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

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

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

UU. The SUBRECIPIENT must maintain "active" 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, or any subsequent accounting system the COUNTY may use. Registration and updates can be made via the Miami-Dade County Internal Services Department's Online Supplier/Vendor Registration Portal at: https://supplier.miamidade.gov.

VV. To ensure that the SUBRECIPIENT's Board of Directors or Board of Trustees through its audit and compliance committee, or committee of similar responsibility, is apprised of any site visit monitoring reports or record reviews relating to this Agreement prepared by the County or its authorized representative. Through the official minutes of its appropriate committee meetings or through an official certification from the Board Secretary or Secretary of the Trustees, the SUBRECIPIENT must maintain documentation and provide the COUNTY with proof that it has been sharing the results of all COUNTY monitoring reports with the Board members. Meeting minutes must include the date on which the committee met, a copy of the corresponding meeting agenda, and an attestation that quorum was achieved at the committee meeting. Such meeting minutes may be redacted to show only those portions or actions relating to this Agreement and COUNTY monitoring reports.

WW. To abide by generally accepted financial management principles, including the requirement of the signature of two persons within the organization on all checks disbursing organizational funds, as required by Miami-Dade County Administrative Order 3-15. More detail regarding this requirement can be found at: www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-15.pdf.

XX. To comply with the requirements of 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participations in Federal assistance programs or activities. In order to identify if a person is excluded under these regulations, SUBRECIPIENT must check the U.S. Government's System for Award Management Exclusions (SAM Exclusions) at https://www.sam.gov (under Entity Information, Advanced Search).

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

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

AAA. To follow guidance set forth in all applicable HIV/AIDS Bureau Policy Clarification Notices and Program Letters to ensure compliance with programmatic

requirements. See https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters.

BBB. To assist the COUNTY in meeting its EHE cooperative agreement-related responsibilities described herein below in Article IV, Section 4.14.

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

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

3.2 The SUBRECIPIENT shall be bound by all determinations or orders 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 is consistent with the PHS guidelines for improving access to and quality of health services.

4.3 To adhere to the legislative requirement to establish a clinical quality management program as outlined in HRSA Policy Clarification Notice No. 15-02 and Integrated Plan program letter (updated 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 data management system provider, the Clinical Quality Management Committee, and the Florida Department of

Health in Miami-Dade County) to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with local, State, and Federal mandates.

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

4.5 To ensure the SUBRECIPIENT follows federally approved medical practice guidelines for the treatment of HIV/AIDS as found at the following weblink, https://clinicalinfo.hiv.gov/en/guidelines; as well as HRSA/HAB Performance Measures for Core, All Ages, Adolescent and Adult, HIV Infected Children, HIV Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-level (https://ryanwhite.hrsa.gov/grants/performance-measure-portfolio), as may be amended, where applicable to EHE-funded services provided under this Agreement.

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

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

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

4.9 To evaluate 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 staff on SUBRECIPIENT's budget, in compliance with the requirements of 45 CFR § 75.213, as may be amended. Such review will enforce related regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The COUNTY will verify that each key staff member listed on the SUBRECIPIENT's budget under this Agreement are not found on the U.S. Government's System for Award Management Exclusions (SAM Exclusions) list at https://www.sam.gov.

4.11 To make all files under this Agreement, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at

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

4.12 To follow the guidance set forth in all applicable HIV/AIDS Bureau Policy Notices (also known as Policy Clarification Notices) and Program Letters to ensure compliance with programmatic requirements. Policy Notices and Program Letters can be found at the following Web page:
https://ryanwhite.hrsa.gov/grants/policy-notices

4.13 Since the total Federal share of the COUNTY's Federal award is more than $10,000,000.00 over the period of performance, then Appendix XII, Award Term and Condition for Recipient Integrity and Performance Matters, to 2 CFR 200 is applicable to this award. Additional information for "Reporting of Matters Related to Recipient Integrity and Performance, and Proceeding" About Which the COUNTY Must Report, can be found at the following Web link:
https://www.ecfr.gov/cgi-bin/text-idx?SID=f29506216228d021538ba008a19a8e6f&mc=true&node=ap2.1.200_1521.xii&rgn=div9.

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

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

4.15 To comply with Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of Public Law 110-252 (FFATA), in the COUNTY's reporting of each subaward of $30,000 or more in Federal funds and executive total

compensation, as outlined in Appendix A to 2 CFR Part 170 (http://www.hrsa.gov/grants/ffata.html). Information reported by the SUBRECIPENT will in turn be reported by the COUNTY to the FFATA Subaward Reporting System (FSRS) at https://www.fsrs.gov/ by the end of the month following the month in which the subaward was made. The FFATA reporting requirements apply for the duration of the period of performance and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: https://www.hrsa.gov/grants/ffata.html.

4.16 If the COUNTY expends any of the EHE Initiative cooperative agreement award on the AIDS Drug Assistance Program (ADAP), it will comply with data reporting requirements of the ADAP Data Report (ADR) for those funds. Furthermore, the COUNTY will mandate compliance by the SUBRECIPIENT and its subcontractors.

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/data-security-refresher), 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, et seq., the COUNTY must monitor the activities of the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes and in compliance with applicable laws, Ryan White Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The COUNTY must also ensure that the SUBRECIPIENT tracks, appropriately uses, and reports program income generated by the subaward. See HRSA Policy Clarification Notice #15-03 available online at https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf. Where applicable, both Parties agree that each will adhere to the HRSA/HAB Division of Service Systems National Monitoring Standards for Ryan White Part A Grantees; including all applicable Programmatic, Fiscal, and Universal Monitoring Standards, as may be amended. Documentation to support services provided, allowable costs, and program expenditures will be maintained by the respective Parties. The COUNTY will conduct annual site visits of the SUBRECIPIENT to monitor adherence to the scope of services as defined in Exhibit A of this Agreement; at a date and time to be determined by the COUNTY's Office of Management and Budget-Grants Coordination. Notwithstanding the foregoing, the COUNTY may make unannounced, on-site visits during normal working hours to the SUBRECIPIENT's headquarters and/or any location or site where the services contracted for are performed. SUBRECIPIENT will also keep its Board of Directors or Board of Trustees apprised of monitoring visit reports as detailed in Article II, Section 2.1 (V V), of this Agreement.

5.4 In accordance with 45 CFR § 75.113, the SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY and to the U.S. Department of Health and Human Services Office of Inspector General (DHHS/OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The COUNTY must also disclose same to the DHHS/OIG. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Disclosures must be sent in writing to:

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

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527

Washington, DC 20201
URL: http://oig.hhs.gov/fraud/report-fraud/index.asp
(Include "Mandatory Grant Disclosures" in subject line)
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
E-mail: MandatoryGranteeDisclosures@oig.hhs.gov

5.5 In accordance with Public Law -117-103, Division E. Title VII, 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 unless permitted by law.

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

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

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

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

Reporting and Use of Program Income

The COUNTY and the SUBRECIPIENT are required to track and report all sources of service reimbursement as program income. All program income generated as a result of EHE-awarded funds must be used for approved project-related activities. For additional information, see Uniform Guidance 45 CFR § 75.307 and HRSA Policy Notice No. 15-03 available online at: 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 this part and in Subpart F.

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

A SUBRECIPIENT (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 accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

- When applicable, the Fiscal Year End audit must be submitted to the Federal Audit Clearinghouse (FAC), electronically at https://facides.census.gov/. Assistance can

be requested by contacting the FAC via email (note link on website under "Ask a Question") or by telephone at (866) 306-8779. When applicable, required audit reports must be submitted to the FAC and written notice to the COUNTY of said submission (see Article VII, Section 7.5 (C), of this Agreement) within the earlier of thirty (30) calendar days after receipt of the SUBRECIPIENT auditor's report or nine (9) months after the end of the SUBRECIPIENT's Fiscal Year End date. Notwithstanding the foregoing, in accordance with Subpart F of 2 CFR § 200.512 – Audit Requirements and the United States Office of Management and Budget's memorandum M-21-20 (Appendix 3, item IX) to the heads of executive departments and agencies, dated March 19, 2021, regarding disaster relief flexibilities and administrative relief for recipients and subrecipients directly impacted by COVID-19 due to loss of operations, the COUNTY hereby agrees to extend the period for completion and submission of the SUBRECIPIENT's audit(s) during this grant budget period. Accordingly, SUBRECIPIENT's audits with fiscal year ends from January 31, 2020 through June 30, 2021, have an automatic extension for up to six (6) months beyond the normal due date to complete and submit the Single Audit reporting package to the FAC and notify the COUNTY of such action.

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

(i) "Recipients and subrecipients that are commercial organizations (including for-profit hospitals) have two options regarding audits:

(1) A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with Government Auditing Standards, in those cases where the recipient receives awards under only one HHS program; or, if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or

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

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

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

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

6.3 The SUBRECIPIENT agrees to abide by all of the requirements of the Ending the HIV Epidemic: A Plan for America initiative, where applicable, as may be amended. A summary of the initiative can be found at the following web page: https://www.hiv.gov/federal-response/ending-the-hiv-epidemic/overview

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

6.5 SUBRECIPIENT agrees to provide the COUNTY with the SUBRECIPIENT's Unique Entity Identifier (UEI) number prior to contract execution. A UEI was generated automatically for all entities that had an existing DUNS number (https://sam.gov/content/duns-uei). As such, SUBRECIPIENT may retrieve its UEI by accessing the System for Award Management (SAM) website (https://www.SAM.gov).

The SUBRECIPIENT must be registered in the System for Award Management (SAM) (https://www.sam.gov). SUBRECIPIENT should update its information in the SAM at least every 12 months, or more often if needed. Information regarding updating an existing entity registration can be found at: https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0016307&sys_kb_id=308b082b1b5201d0937fa64ce54bcb14&spa=1.

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

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

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

(including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind:

A. In return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program,

OR

B. In return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000.00 or imprisoned for not more than five (5) years, or both.

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

A. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third-party payer, for the item or service:

(1) Under any State compensation program, insurance policy, or any Federal or State health benefits program; or

(2) By an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).

B. Purchase vehicles without written prior approval from HRSA's Division of Grants Management Operations (DGMO).

C. 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.).

D. 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 Notices Nos. 12-01 and 16-02; with additional information available at https://ryanwhite.hrsa.gov/grants/policy-notices

E. 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.

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

G. File any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.

H. Provide alcoholic beverages, especially, but not limited to, its use as an entertainment expense.

I. Cover entertainment costs such as the cost of amusements, social activities, and related incidental costs; except as allowable per 45 CFR §.75.438.

J. 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.

K. 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.

L. 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.

M. Bad debts.

N. Fundraising.

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

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

Q. As stated in the COUNTY's Ending the HIV Epidemic Notice of Award, dated January 19, 2022, as may be amended, EHE cooperative agreement funds may not be used for the following purposes:

(1) Cash payment to intended recipients of services.

<u>Notes:</u>

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

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

(2) Clinical research.

(3) International travel.

(4) Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).

(5) Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy.

(6) Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore is not eligible for HRSA HAB initiative funded medication.

R. Where applicable, funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formularies.

S. 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.

T. Furthermore, funding under this Agreement is subject to the General Provisions of Public Law -117-103, as referenced in the HRSA SF-424 Application Guide dated 3/15/2021, 2/4/2022 and 5/5/2022, as follows:

(1) Restrictions on Abortions (Section 506):

(a) None of the funds made available herein, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term "health benefits coverage" means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

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

(a) The limitations established in the preceding section shall not apply to an abortion – (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d) None of the grant funds made available herein may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. The term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

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

(a) None of the grant funds made available herein may be used for: 1) the creation of a human embryo or embryos for research purposes; or 2) research in which a human embryo or embryos are destroyed,

discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

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

(a) None of the grant funds made available herein may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) above shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(5) Restriction on Distribution of Sterile Needles (Section 527):

(a) Notwithstanding any other provision herein, none of the grant funds made available herein shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: Provided, that such limitation does not apply to the use of grant funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

However, some aspects of Syringe Services Programs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. See https://www.hiv.gov/federal-response/policies-issues/syringe-services-programs. Any request for related prior approvals under EHE Program funding must first be addressed to the COUNTY.

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

(a) None of the grant funds made available herein may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) above shall limit the use of grant funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(7) Restrictions on Funding ACORN (Section 521):

(a) None of the grant funds made available herein may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors."

(8) Gun Control (Section 210):

(a) None of the grant funds made available herein may be used, in whole or in part, to advocate or promote gun control.

(9) Anti-lobbying (Section 503):

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including

its sale or marketing, including but not limited to the advocacy or promotion of gun control.

U. Funds may not be used to procure or obtain certain telecommunications and video surveillance services or equipment, in accordance with the applicable Uniform Guidance and 2 CFR § 200.216, as applicable and 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. Where applicable to the EHE services provided as detailed in Exhibit A, scope of services, of this Agreement, commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among EHE and Ryan White Program-funded subrecipients;

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

6.11 If the SUBRECIPIENT is a commercial organization, it is hereby advised that it has been classified as a subrecipient of a federal subaward under this Agreement. Therefore, with

regards to property and procurement, due to the nature of the services provided under this Agreement, the SUBRECIPIENT will adhere to the guidelines set forth in 45 CFR part 75, as may be amended, as applicable to subrecipients who are non-federal entities. For the purchase of equipment under this Agreement, the guidelines under Property Standards and Procurement Standards in 45 CFR § 75.316 and 45 CFR § 75.335 of the OMB Uniform Guidance, respectively, will apply to the SUBRECIPIENT. For disposition of equipment, the SUBRECIPIENT will follow the guidelines set forth in 45 CFR § 75.320, titled "Equipment". Supporting documentation must be retained to demonstrate that the equipment's fair market value is less than $5,000 at the time of disposition. To meet this requirement, the COUNTY will accept market research of no less than three (3) different vendors indicating the current fair market value of the same brand and model (or similar equipment). This documentation must be available for review during a monitoring site visit.

6.12 SUBRECIPIENT shall not make direct cash payments to intended recipients (clients) of core medical or support services. This prohibition includes cash incentives and cash intended as payment for Ryan White Program services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity must be used. As applicable to services funded under this Agreement, store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the Ryan White Program are also allowable as incentives for eligible program participants. Where applicable, SUBRECIPIENT will administer voucher and store gift card programs in a manner which assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable. See Article II, Section 2.1 (PP) and Article VI, Section 6.9 P (1) of this Agreement for related information.

6.13 The SUBRECIPIENT agrees to provide services under this Agreement without regard to:

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

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

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

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

6.14 Service provision shall be based on the following:

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

6.15 The SUBRECIPIENT shall:

A. Assume the financial risk for providing services to individuals who do not have documentation of a confirmatory HIV positive test result;

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

C. Provide services in a setting that is accessible to EHE program-eligible people with HIV;

D. Assume the financial risk for providing services to individuals who the SUBRECIPIENT has not properly documented as eligible for EHE-funded services;

E. Conduct general outreach (recruitment) to locate EHE 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;

F. Demonstrate and document compliance, to the extent possible and as applicable to the EHE scope of services as detailed in Exhibit A of this Agreement, with the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. These HAB measures, where applicable, include: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The SUBRECIPIENT shall also provide services in compliance with the National Culturally and Linguistically Appropriate Standards (CLAS Standards); and, if applicable, with the local Ryan White Program Medical Case Management Standards of Service, Public Health Service Guidelines, Ryan White Program Oral Health Care Standards, and the Ryan White Program Minimum Primary Medical Care Standards; as well as any related Clinical Performance Measures that may be disseminated during the contract year;

G. Coordinate EHE service delivery efforts with other Ryan White Program (EHE, Part A and MAI) and non-Ryan White Program subrecipients or service providers;

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

I. Maintain sufficient and legible documentation in the client charts or service logs to support the procedures or services rendered under this Agreement. This documentation will include, at a minimum, the date of service or activity, type of

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

6.16 If the SUBRECIPIENT does not 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 EHE cooperative agreement funds. The scale is based on the most current HHS 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 EHE-funded services shall conform to the following limitations:

(1) Sliding fee schedule:

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

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

Article VII
Reporting, Record-keeping, and Evaluation Studies

7.1 The SUBRECIPIENT shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SUBRECIPIENT shall maintain, and shall require that its subcontractors 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 having HIV or AIDS. Said documentation shall include a copy of at least one (1) of the following: lab test results (e.g., 4th Generation HIV test, Multispot® HIV-1/HIV-2 Rapid Test, HIV Western Blot, ELISA with Western Blot, detectable viral load or culture result; a positive HIV viral culture or test result, as may be amended); or a Ryan White Program In Network Referral (through the Provide® Enterprise Miami data management system). The Project AIDS Care (PAC) Waiver Notification of Level of Care (Form 603) is no longer accepted as proof of a client's HIV+ status. For clients who have a Medicaid HIV Specialty Plan only, a copy of the client's current and valid Clear Health Alliance (CHA) Medicaid card was an acceptable form of documentation to support the client's HIV+ status through September 30, 2021. Thereafter, the CHA card is no longer accepted as proof of HIV. Very limited EHE services within thirty (30) calendar days may be provided to newly diagnosed clients [i.e., Newly Identified Client (NIC) or a Test and Treat / Rapid Access (TTRA) client] with a preliminary HIV+ test result for the purpose of timely engagement in care. **However, aside from this limited exception, on-going EHE or Ryan White Program-funded services MAY NOT be provided to clients without documented proof of a confirmatory test result for HIV. Client records that only reflect a preliminary positive test result scanned in the Provide® Enterprise Miami data management system after thirty (30) calendar days will be inactivated and services disallowed.** See Exhibit A, Section 1, of this Agreement, for more details, as incorporated herein by reference.

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

Client-level (intake) information that is entered in the Provide® Enterprise Miami (PE 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, 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 EHE-funded Medical Case Management services must also utilize PE Miami to enter service utilization data or progress notes in a timely manner. Payment for EHE services where service utilization data or progress notes are entered more than five (5) days, excluding holidays and weekends, after the actual date of service may be denied, at the discretion of the COUNTY.

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

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

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

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

An involuntary disenrollment **must be documented** in the client record/chart. This documentation must clearly indicate: 1) that the client received at least one (1) verbal **and** one (1) written warning of the full

implications of their actions; 2) that SUBRECIPIENT's staff attempted to educate the client regarding their rights and responsibilities; 3) that SUBRECIPIENT's staff offered assistance that would enable the client to comply with the organization's rules of conduct; and 4) that appropriate staff determined the client's behavior is not attributable to the client's medical or mental health condition.

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

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

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

(8) In accordance with HRSA Policy Notice No. 16-01 (https://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 EHE-funded services, where applicable, in accordance with the provisions of corresponding Federal OMB Uniform Guidance requirements, the

EHE cooperative agreement scope of services detailed in Exhibit A of this Agreement, and the Ryan White HIV/AIDS Treatment Extension Act of 2009, where applicable, as may be amended. These monthly reports shall include:

(1) Computer Identification System (CIS) number (unique client identification number),
(2) date of service,
(3) user identification code for provider of service,
(4) type of service (billing code),
(5) units of service, and
(6) total amount charged for the service.

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

C. Based on client-level and service utilization data entered in the Provide® Enterprise Miami data management system, the SUBRECIPIENT shall submit Bi-annual Progress Reports, a qualitative report based on billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at dates to be determined by the COUNTY. 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. A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT may also be included as part of the Bi-annual Progress Reports. 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 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 second and final of the Bi-annual Progress Reports, 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 EHE cooperative agreement funds were used in accordance with Uniform Guidance, HRSA policies, and Exhibit A, scope of services, of this Agreement, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

D. The SUBRECIPIENT, on an annual basis, shall submit to the COUNTY a Ryan White HIV/AIDS 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 EHE and Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding, as may be amended. Additionally, the SUBRECIPIENT shall comply with HRSA's Client Level Data (CLD) requirements. The COUNTY shall notify all subrecipients at the

earliest opportunity of any additional requirements related to the CLD (including, but not limited to, changes that may be necessary as a result of Eligible Scope and Eligible Services reporting requirements). The COUNTY will notify SUBRECIPIENT by January 31st of each calendar 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 EHE cooperative agreement funding, where applicable, other shared costs received, and actual expenditures incurred during the contract period associated with this Agreement. The FLIER must reflect the actual expenses for approved line items that EHE cooperative agreement 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 EHE award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding cooperative agreement 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 on the FLIER. Overpayments to the SUBRECIPIENT that are identified as a result of the SUBRECIPIENT's reconciliation of budgeted costs versus actual expenditures in the FLIER, in relation to the amount reimbursed by the COUNTY by service category 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 and submitted 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. This 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 cooperative agreement grant budget period have been determined allowable in accordance with 45 CFR part 75; 5) all reported amounts have appropriate and sufficient backup documentation on file at the organization for a period of five (5) years following the date of report submission; and 6) all report 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 EHE cooperative agreement 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 EHE cooperative agreement funds under this Agreement shall vest in the COUNTY.

(3) The SUBRECIPIENT must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal EHE cooperative agreement grant funds under this Agreement 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 EHE cooperative agreement funds under this Agreement should be American-made, to the greatest extent practicable.

(5) For COUNTY-approved equipment purchases with an acquisition cost of $5,000.00 or more per unit acquired by the SUBRECIPIENT using grant award 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 processes and forms developed by the COUNTY to deliver, document, coordinate and report services provided under this Agreement. The SUBRECIPIENT shall begin to utilize such standard tools immediately upon implementation by the COUNTY.

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

7.2 The SUBRECIPIENT agrees to participate in evaluation studies, clinical quality management activities, Performance Improvement Plan activities, Integrated Plan activities, Ending the HIV Epidemic activities, and needs assessment activities sponsored by HRSA or processes carried out by or on behalf of the COUNTY to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SUBRECIPIENT shall:

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

B. Provide each client a confidential client survey consent form to be provided by the COUNTY or its authorized representatives which will include 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 EHE Administrator (courtney.gillens@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 EHE-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 on-going 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 EHE Administrator (courtney.gillens@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. All such records shall be retained by the SUBRECIPIENT for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period, or Federal law requires a shorter retention period;

C. When applicable, submit the annual certified public accountant's audit including all related financial statements made in accordance with applicable Uniform Guidance, 45 CFR part 75, subpart E related to contract cost principles and procedures, and subpart F related to audit requirements, as may be amended, to the Federal Audit Clearinghouse (FAC) (https://facweb.census.gov/uploadpdf.aspx). 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 FAC or submit a complete electronic copy of the audit to the COUNTY.

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

Notification of submission to the Federal Audit Clearinghouse (FAC), or a copy of the complete audit report, must be received by the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end.

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 thirty (30) calendar days after completion of said audit report.

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(i) and 75.501(j) to the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end. Commercial organizations must submit a copy of their completed audit reports to AuditResolution@hhs.gov within the same reporting deadline timeframe.

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: Courtney Gillens, Special Projects Administrator II / EHE Administrator
Email: courtney.gillens@miamidade.gov

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

D. Include record-keeping and reporting requirements in all subcontracts consented to by the COUNTY that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of 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 EHE initiative, 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:

Service Category	Amount
For HealthTec services:	$251,179.00

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 cooperative agreement grant finds that:

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

B. There were any significant deviations from the approved corresponding Scope of Services (Exhibit A) indicating that the SUBRECIPIENT is not spending at a rate that would absorb its full allocation, per category of service, within the contract period.

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

Article IX
Project Budget and Method of Payment

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

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

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

B. For non-governmental subrecipients, no payments will be made without original and non-expired certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY's Internal Services Department, Risk Management Division, as specified under Article XI, Section 11.2 of this Agreement.

C. The contract close-out invoice along with any outstanding reports shall be submitted no later than thirty (30) calendar days (i.e., Thursday, March 30, 2023) following the end of this Agreement's contract period. If the SUBRECIPIENT fails to comply, all rights to related payment will be forfeited. **No extensions will be granted. No exceptions.**

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 Quick Connect 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 Scope of Services (Exhibit A, Section 4) of this Agreement.

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 cooperative agreement 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-GC)/Ryan White Program no later than thirty (30) calendar days prior to the end of the term identified in Article XIII, Section 13.1 of this Agreement. 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 EHE Administrator (courtney.gillens@miamidade.gov).

9.7 Documents requiring original signatures may be mailed, hand delivered, or electronically transmitted as indicated directly above in Section 9.6.

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 SUBRECIPENT within thirty (30) calendar days after receipt of the billing, unless the COUNTY reasonably believes the request to be improper.

9.11 The SUBRECIPIENT may submit a request for COUNTY approval of or decline an advance payment in accordance with the Uniform Guidance, 45 CFR § 75.305 and COUNTY requirements.

Article X
Representations and Warranties

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

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

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

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

Article XI
Indemnification and Insurance

11.1 **Indemnification by the SUBRECIPIENT.**

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

B. **Governmental Entity SUBRECIPIENT Indemnification.** The SUBRECIPIENT shall indemnify and hold harmless the COUNTY, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, agents, servants, partners, principals or subcontractors. The SUBRECIPIENT shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the SUBRECIPIENT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SUBRECIPIENT arising out of the same incident or occurrence, exceed the sum of $300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, servants, agents, partners, principals or subcontractors.

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

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

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

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

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

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

C. Commercial General Liability Insurance in an amount not less than $300,000.00 per occurrence, and $600,000.00 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

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

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000.00* combined single limit per occurrence for bodily injury and property damage.

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

***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 the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

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

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

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

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

In the event that expired or canceled Certificates of Insurance and proof of medical malpractice coverage, where applicable, are not replaced with new or renewed certificates to cover the effective contract term, the COUNTY may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein, and are approved by the Miami-Dade County's Internal Services Department, Risk Management Division; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, seek appropriate remedies including, but not limited to, repayment to

the COUNTY or termination of this Agreement.

Article XII
Conflict of Interest

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

12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by 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 staff will also adhere to the Federal Conflict of Interest Policy as defined in 45 CFR § 75.112, whereby potential conflicts related to a significant financial interest that could directly compromise or bias professional judgment and objectivity related to the management of federal financial assistance must be disclosed to the COUNTY and HRSA in writing.

Article XIII
Term of Agreement

13.1 **Effective Term.** The SUBRECIPIENT's award is part of a multi-year cooperative agreement between the COUNTY and DHHS with a period of performance ending February 28, 2025. Notwithstanding this allowable period of performance, the effective term of this Agreement shall commence on **March 1, 2022 and terminate at the close of business on February 28, 2023.**

This 12-month period includes up to two, one-year options to renew through the end of the period of performance on February 28, 2025, at the County's sole discretion, based on contract performance, continued appropriations by Congress, and availability of adequate funds. The options to renew would be for 12-month budget periods beginning in March and ending in February of each subsequent cooperative agreement grant fiscal year. Additionally, the SUBRECIPIENT shall submit a revised Scope of Services (Exhibit A) and Budget (Exhibit B) to the COUNTY for each subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term.

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

C. **Termination Because of Lack of Funds** - In the event cooperative agreement 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 Entities Crime 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 reprocurement of Services, including procurement and administrative costs; or

C. such other direct damages.

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

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

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

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

18.1 **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the COUNTY has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the SUBRECIPIENT shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the SUBRECIPIENT's prices and any

changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the SUBRECIPIENT, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the SUBRECIPIENT in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the SUBRECIPIENT or any third party.

18.2 **Miami-Dade County Inspector General Review**

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

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

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

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

18.3 **DHHS Inspector General**

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

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:

Mr. Hudes Desrameaux
Chief Development Officer, MPH
Care Resource Community Health Centers, Inc. (CARE)

3510 Biscayne Blvd
Miami, FL 33137
Electronic mail: **hdesrameaux@careresource.org**

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 General Provisions of Public Law 117-103, the following legislative mandate applies (Division H, Title V, Section 505):

HRSA Recipients, such as the COUNTY, are required to include specific language when issuing statements, press releases, request for proposals, bid solicitations, and other documents (such as HRSA-supported publications and forums) describing projects or programs funded in whole or in part with federal money (i.e., 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] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling $_____, with___% financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by, HRSA, HHS or the U.S. Government."
>
> [NOTE: The dollar amount to record in the statement above can be found in Attachment G of this Agreement, as may be amended.]

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, needs assessment reports, research studies, and issues briefs. For more details, see HRSA's Communicating and Acknowledging Federal Funding webpage at https://www.hrsa.gov/grants/manage/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 Miami-Dade County Ordinance No. 08-113, and the Code of Miami-Dade County section 2-8.1.1, collusion in bidding for COUNTY contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any COUNTY purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to 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.

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 Ethics Commission's website at: http://ethics.miamidade.gov/contact.asp.

Article XXI
Patent and Copyright Indemnification

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

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

21.2 The SUBRECIPIENT shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third-party proprietary rights, by the use or

supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Services or Deliverables furnished hereunder. Accordingly, the SUBRECIPIENT at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.

21.3 In the event any Service or Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SUBRECIPIENT shall have the obligation to, at the COUNTY's option to (1) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (2) procure for the COUNTY, at the SUBRECIPIENT's expense, the rights provided under this Agreement to use the item(s).

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

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

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

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

A. The Terms and Conditions in this Agreement;

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

(1) Exhibit A – Scope of Service(s)
(2) Exhibit B – Budget
(3) Exhibit C – Affidavits and Authorized Signatures:
- Miami-Dade County Affidavits (Attachment A)
- State Public Entities Crime Affidavit (Attachment B)
- Subcontractor/Supplier Listing and Subcontractor Payment Report forms (Attachments C.1 and C.2)
- Collusion Affidavit (Attachment D)
- Due Diligence Affidavit (Attachment E)
- Authorized Signature Form (Attachment F)
- Federal Subaward Notification (Attachment G)

Article XXIV
Rules of Interpretation

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

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

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

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

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

Article XXV
Survival

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

Article XXVI
Nature of the Agreement

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

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

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

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

Article XXVII
Mutual Obligations

27.1 This Agreement, including all exhibits, attachments, and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing

by the duly authorized representatives of both parties.

27.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SUBRECIPIENT and HRSA, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the COUNTY makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Services provided by the SUBRECIPIENT. The SUBRECIPIENT shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the COUNTY.

27.3 The Parties acknowledge that the Ending the HIV Epidemic (EHE) cooperative agreement funds where applicable, allocated to the SUBRECIPIENT, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such cooperative agreement funds. Accordingly, neither the SUBRECIPIENT nor any other participating party, shall succeed to any rights or benefits of the COUNTY under the COUNTY's Notice of Award with HRSA, or attain any privileges, authorities, interests, or rights in or under the COUNTY's Notice of Award. The SUBRECIPIENT further agrees to include this disclaimer in each of its future agreements or contracts with any partner, participating party, or any other party involving the use of the EHE cooperative agreement funds where applicable.

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

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

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

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

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

27.9 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that

one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.

27.10 This Agreement 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.

Borinquen Health Care Center, Inc. (BHCC)

By: _____

Name: Paul Carl Velez

Title: CEO & President

Date: 10/18/2022

Attest: _____
Authorized Person OR Notary Public

Print Name: Claudia Winder

Title: Notary

Date: 10/18/2022

Corporate Seal OR Notary Seal/Stamp

CLAUDIA WINDER NOTARY PUBLIC MY COMMISSION EXPIRES 8-23-2026 STATE OF FLORIDA COMMISSION NUMBER HH 258668

MIAMI-DADE COUNTY

By: _____

Name: David Clodfelter

Title: Director

Date: 10/26/2022

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____

Name: Gene Spencer
Deputy Clerk

Date: 10/26/2022

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

Attachment A

Exhibit A
(Section 1)

Care Resource Community Health Centers, Incorporated

General Information

Care Resource Community Health Centers, Inc., dba Care Resource is a 501(c)(3) not-for-profit organization. Care Resource is currently funded by a variety of public entities and private organizations including the Bureau of Primary Health Care (BPHC-HRSA), Centers for Disease Control (CDC), Miami-Dade County Department of Health, Merck Foundation, United Way of Miami-Dade County, and numerous private foundations. Care Resource is also funded by Ryan White Part A/MAI for the provision of AIDS Pharmaceutical Assistance (LPAP), Emergency Financial Assistance, Medical Case Management, Medical Case Management, including Treatment Adherence Services, Medical Transportation, Oral Health Care, Outpatient/Ambulatory Health Services, Outreach Services and Substance Abuse Outpatient Care to people with HIV in Miami-Dade; including services dedicated to minority people with HIV, where applicable. Care Resource is a Federally Qualified Health Center (FQHC); a Medicaid [including, but not limited to, Managed Medical Assistance (MMA) and Long-Term Care (LTC)] and Medicare provider; and has a 340B affiliated pharmacy.

Official Contact Person

Name: Hudes Desrameaux, MPH
Position Title: Chief Development Officer
Address: 3510 Biscayne Blvd., Miami, FL 33137
Email Address: hdesrameaux@careresource.org
Phone Number: (305) 576-1234 ext. 230
Fax Number: (305) 571-2020

Person Responsible for Program Activities

Name: Rafael Jimenez, MS
Position Title: Director of Social Services
Address: 3510 Biscayne Blvd. Miami, FL 33137
Email Address: rjimenez@careresource.org
Phone Number: (305) 576-1234 ext. 251
Fax Number: (305) 571-2020

Person Responsible for Fiscal Activities

Name: Keenan Karwan, MBA
Position Title: Chief Financial Officer
Address: 3510 Biscayne Blvd., Miami, FL 33137
Email Address: kkarwan@careresource.org
Phone Number: (305) 576-1234 ext. 203
Fax Number: (305) 571-2020

Cultural and Linguistic Capabilities; Stigma; Health Literacy

Care Resource will ensure all EHE-funded services are available in English, Spanish, and Haitian-Creole, as needed by the program clients. In addition, the local Ryan White Program requires Care Resource to understand, implement, and adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards (https://www.thinkculturalhealth.hhs.gov/clas). These standards will apply to local EHE Projects as well.

Care Resource will also take into account the needs of clients who face barriers to accessing HIV services due to stigma (negative attitudes and beliefs about people with HIV, culturally-based or otherwise), their educational level, or their health literacy (capacity to obtain, process, and understand basic health information and services to make appropriate health decisions).

As required by HRSA, Care Resource will 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), where applicable to this project and in adherence with HIPAA and client confidentiality requirements, 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.accessboard.gov.

Care Resource will adhere to the complete definition for this service category as detailed in the corresponding Request for Proposal (RFP) No. EHE-0521, which is incorporated herein by reference.

Definition of Ending the HIV Epidemic (EHE) HealthTec Services

HealthTec services are envisioned to be a multi-disciplinary team approach to provide a holistic approach to appropriate HIV/AIDS care, treatment adherence, retention in care, and wellness. Telehealth technology facilitated access shall include, but not be limited to medical care, mental health, substance abuse counseling services, and prescription drugs; simplifies follow-up care; and helps remove barriers to treatment adherence. Improved treatment adherence will lead to improved viral suppressions. This component reaches new, out of care, and non-adherent people with HIV under EHE Pillar Two. Services include computer hardware and software needed to provide telehealth services in a secure, confidential, and HIPAA compliant format. HealthTec services may include:

a) Infrastructure Network and Technology
Build infrastructure network and identify and acquire technology (equipment, internet/phone service, etc.) resources. Specialized technology where client confidentiality can be maintained is expected to be used rather than basic virtual meeting formats such as Zoom, Microsoft Teams, WebEx, GoTo Meeting, Skype, What's App chat, Face Time, etc.), unless a secure, HIPAA compliant version of these formats is used.

1) Acquire/purchase the telehealth technology (hardware, software, internet provider media plan).

- Examples of hardware include: agency's equipment to provide telehealth services; as well smartphones (e.g., Motorola Razr®, Apple iPhone®, Samsung Galaxy®, or other similar smartphones) or tablets (e.g., Apple iPad®,

Amazon Fire®, Samsung Galaxy Tablet®, Microsoft Surface®, Acer Chromebook®, or other similar tablets).
    - Examples of HIPAA compliant telehealth software include Updox®, HIPAA Video®, VSee®, modmed®, and other similar software.
    - Examples of internet provider media include AT&T®, Verizon®, Sprint®, T-Mobile®, and other similar internet providers.

2) Limit the use of the technology (hardware and software) for the purposes and functionality required for the provision and receipt of telehealth services by the proposing organization and the clients, respectively.

3) Distribute to and monitor use of the technology by clients.

4) Ensure the telehealth hardware, software and internet access are HIPAA compliant.

b) EHE HealthTec Services

Implement EHE HealthTec services, including regular interdisciplinary case conferencing:

1) Use HealthTec services to address barriers (e.g., childcare, transportation, stigma, etc.) to accessing medical care, HIV medications, and supportive services

2) Use HealthTec services to address issues affecting clients' ability to obtain and maintain viral suppression.

- Consider how telehealth can be used to assist clients who are struggling with treatment adherence to take their medications as prescribed (e.g., consider protocols such as Florida Department of Health's Video Directly Observed Therapy, or similar regular reminders)

3) Develop or work with the County to develop HIPAA compliant participant (client) agreements.

c) Collaboration

Collaborate with other programs [including, but not limited to, University of Miami's (UM) EHE projects related to the Injection Drug Elimination Act (IDEA) Exchange and Center for HIV and Research in Mental Health (CHARM) programs; ADAP; etc.] serving HIV to reach clients at high-risk for treatment non-adherence.

Client Eligibility Criteria

Care Resource will implement standard procedures to appropriately document that clients who receive EHE-funded services under this Agreement are people with HIV. Acceptable client eligibility documentation includes but is not limited to (with approval from the County if not listed below), confirming each client:

1) Is HIV positive or has AIDS (NOTE: a confirmatory HIV test result is required, unless otherwise specifically noted herein):

    IMPORTANT NOTE: For the purpose of linkage to care for a newly diagnosed client who has a preliminary reactive test result and a pending confirmatory HIV test result only, such clients may receive limited Medical Case Management (including Treatment Adherence Services and peer support), Outpatient/Ambulatory Health Services, or Outreach Services while the confirmatory HIV test result is pending. These limitations are further detailed under the corresponding service definitions in Section I of the local FY 2020 Ryan White Program Service Delivery Guidelines book. This is necessary in order to

reduce a related barrier in accessing care in a timely manner for this population. Services funded by Ryan White Program dollars will either continue or cease for the client depending on the results from the confirmatory HIV test.

Acceptable Documentation of Medical Eligibility, as may be amended:

- Lab test results (4th Generation HIV test with supplemental confirmatory tests, HIV-1/2 Ab-Differentiation Immunoassay test result (e.g., Multispot® HIV-1/HIV-2 Rapid Test, Geenius HIV-1/2 Supplemental Assay, etc. (with supplemental confirmatory tests), HIV Western Blot, ELISA with Western Blot, detectable HIV viral load or culture result, positive HIV viral culture or test result);
- Out of Network (OON) Referral form, with same proof of same HIV confirmatory tests noted above; or
- A Ryan White Program In Network Referral.

2) Has been screened to ensure the Ryan White Program (EHE first, then Part A/MAI) is the payer of last resort:

- Ryan White HIV/AIDS Program legislation, codified in Title XXVI of the Public Health Service Act, stipulates that funds received will not be utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another payment source. At the individual client level, this means recipients (the County) must assure that funded subrecipients (service providers) make reasonable efforts to secure non-Ryan White HIV/AIDS Program funds whenever possible for services to eligible clients. In support of this intent, it is an appropriate use of Ryan White HIV/AIDS Program funds to provide case management (medical or non-medical) or other services that, as a central function, ensure that eligibility for other funding sources is aggressively and consistently pursued [e.g., Medicaid, Children's Health Insurance Program (CHIP), Medicare, other local or State-funded HIV/AIDS programs, and/or private sector funding, including private insurance].
- An exception of this requirement extends to clients who have Veterans Administration (VA) benefits, who are otherwise eligible for Ryan White Program services and choose to access the Ryan White Program first.

Care Resource and clients are expected to adhere to the Client Rights and Responsibilities statement, in accordance with the Florida Patient's Bill of Rights and Responsibilities (Section 381.026, Florida Statutes). Failure of Care Resource to provide services to clients in this manner may cause the County to seek remedies per the corresponding Agreement (contract). A client's failure to adhere to these responsibilities and Care Resource's internal policies and procedures may be grounds for dismissal from the agency and/or the Ryan White Program, depending on the circumstance. Care Resource will adhere to the steps indicated in the corresponding Service Delivery Guidelines for circumstances warranting involuntary disenrollment (dismissal) of a client from the local Ryan White Part A/MAI Program.

If a client has a computer information system number (CIS#) and the unique client ID# assigned by Care Resource, these will be included in the Ryan White Program registration section in the Provide® Enterprise Miami data management system.

CLIENT ELIGIBILITY DOCUMENTATION (I.E., PROOF OF HIV) MUST BE MAINTAINED IN EACH ORGANIZATION'S CLIENT CHARTS AND/OR IN THE PROVIDE® ENTERPRISE MIAMI DATA SYSTEM AND IS SUBJECT TO AUDIT BY THE OFFICE OF MANAGEMENT AND BUDGET-GRANTS COORDINATION. FAILURE TO MAINTAIN CLIENT ELIGIBILITY DOCUMENTATION MAY RESULT IN FORFEITURE OF REIMBURSEMENT FOR SERVICES RENDERED.

How EHE Initiative Resources will be used in Conjunction with Part A and Part B HIV Systems of Care

When people with HIV are identified through Miami-Dade EHE efforts as being out of care, their eligibility for various support services and programs will be assessed. EHE resources will be used before Part A/MAI resources, where applicable. Those who are eligible for Ryan White Part A Program services (i.e., have income up to 400% of the Federal Poverty Level, reside in Miami-Dade County, and have no other resources to cover the care), as payer of last resort, will be connected to Ryan White Part A/Minority AIDS Initiative (MAI) Program-funded services using the local TTRA model. Those who qualify for Part B services will be directed to available Part B programs. Those who do not qualify for Ryan White Program services based on income or ability to access other payer sources such as Medicaid, Medicare, or private insurance will have the assistance of a community navigator under the Quick Connect component to connect them to ongoing medical care and treatment in Miami-Dade; as this is not currently a service that is readily available in the community. Services such as housing stability support that are not locally feasible under the limitations of the Ryan White Part A Program (i.e., requirements to connect clients to long-term housing solutions within two years), due to the lack of affordable housing in the county, will be addressed using less restrictive EHE resources (in future years of the EHE cooperative agreement).

The Ryan White Program (EHE first, then Part A/MAI) **must always be the payer of last resort**. Documentation supporting this requirement must be maintained in each client's record(s) and is subject to audit and repayment if documentation is insufficient.

Referrals to Ryan White Program Services

If referral to Ryan White Part A/Minority AIDS Initiative (MAI) services is needed, proof will be required showing the client:

- Is a person with HIV;
- Has a documented gross household income that does not exceed 400% of the Federal Poverty Level;
- Is a current, full-time resident of Miami-Dade County;
- Is documented as having been properly screened for the State AIDS Drug Assistance Program (ADAP), Medicaid, Medicaid Managed Medical Assistance (MMA) or Long-term Care (LTC), Medicare, other public sector funding, and private insurance, as appropriate. While clients qualify for and can access these other sources of benefits/entitlement programs, they will not be eligible to receive Ryan White Program-funded services, except for those services, tests, and/or procedures, etc., related to the clients' HIV disease that are not covered by other funding sources; and

- Has been re-assessed for income and Miami-Dade County residency eligibility every six (6) months as mandated in the local Service Delivery Guidelines and the local *Ryan White Program Medical Case Management Standards of Service*, unless otherwise specified.

Walk-in Procedures

Care Resource offers walk-in appointments for Ryan White EHE patients with urgent/emergent issues who receive HealthTec services.

If any patient, regardless of payor source, walks in for an appointment and does not have an urgent/emergent issue, they will be accommodated around pre-scheduled appointments and patients with urgent care needs. This is in accordance with Care Resource policies and procedures and as disclosed to our patients in the Care Resource Patient Handbook.

Client Orientation Process

Care Resource provides each client with an orientation which includes an explanation of services offered by the agency, including the availability to receive care via telehealth; a review of the Statement of Client Rights and Statement of Client Responsibilities, a discussion of confidentiality standards and of the client's formal agreement to uphold confidentiality, as well as, a detailed explanation of Care Resource's client grievance process and the Part A Grievance Procedures. All new admissions at Care Resource receive an overview of the HIV service delivery system, a complete orientation to HIV/AIDS, including the impact of the disease on self and significant others, the impact of drugs on the immune system, the importance of nutrition and exercise, infection control and choices in relationships with others. Additional topics include available resources in the community to help HIV+ individuals cope with the disease and mechanisms for building peer support. At intake, clients also receive information regarding other services and providers in the community, and an explanation of the Consent to Release and Exchange Information Form required by the Part A/MAI data system.

Holiday Hours and Emergency Information

Care Resource's EHE HealthTec hours are Monday, Tuesday, Thursday and Friday from 8:30am – 5:15pm and Wednesdays from 8:30am – 7:30pm and availability by appointment for additional times. Care Resource will observe the following holiday closures during the contract period:

• Memorial Day Last Monday in May
• Juneteenth – June 19
• Independence Day - July 4
• Labor Day First Monday in Sept.
• Thanksgiving Day Fourth Thursday in Nov.
• Christmas Eve Day - December 24
• Christmas Day - December 25
• New Year's Eve Day - December 31
• New Year's Day -January 1
• Martin Luther King's Birthday - Mid - January

**These may be observed on different days of the week at the discretion of Senior Management as they fall on weekend days.*

On holidays EHE HealthTec services are not provided as the offices are closed and staff members are not working. Care Resource's Policy # 1025.004 "Emergency Management" describes emergency procedures to be followed by Care Resource staff during an emergency situation (i.e. hurricane, flood, etc.). Care Resource's Emergency Management Plan (EMP) and Continuity of Operations Plan (COOP) are updated annually in May.

Service Delivery Standards

Care Resource will adhere to the standards developed and/or adopted by the local Ryan White Program and other applicable standards and guidelines (i.e., Ryan White Program System-wide Standards of Care, Ryan White Program Case Management Standards of Service, Enhanced National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care, HAB HIV Performance Measures, etc.), as may be amended, that are relevant to the funded service category described herein. These standards may be accessed through Section III of the Miami–Dade County Ryan White Part A/MAI Program Service Delivery Guidelines, incorporated herein by reference, at the following web page: www.miamidade.gov/grants/ryan-white-program (go to the "Service Delivery Guidelines" link and select Section III).

Performance Improvement and Clinical Quality Management

Care Resource will be expected to develop internal performance improvement programs and collaborate with the Miami-Dade County Ryan White Program. Care Resource will be evaluated against the outcome measures contained in Miami-Dade County Professional Service Agreements (contracts); the Health Resources and Services Administration's HAB HIV Performance Measures, as may be amended; Ryan White Program Minimum Primary Medical Care Standards; and/or the Clinical Quality Management Plan and its addenda; where applicable. Care Resource will be responsible for collecting and reporting on specific data to measure performance and outcomes, as detailed in the documents listed above.

Care Resource will also participate in external quality assurance reviews, utilizing individual standardized tools as developed by the Ryan White Program, the Clinical Quality Management Committee (CQMC), and the Miami-Dade HIV/AIDS Partnership (Partnership) and as applicable to the services for which they are funded. As standardized tools are developed by the Ryan White Program, the CQMC, and the Partnership for EHE-funded HealthTec services, Care Resource will be required to utilize such tools and participate in related external quality assurance reviews, where applicable.

Program Income

Imposition of Charges does not apply to EHE funding. However, Miami-Dade County and its EHE Project Subrecipients are required to track and report all other sources of service reimbursement as program income. All program income earned in relation to EHE-funded services must be used to further the objectives of the EHE Project. For additional information, see HRSA Policy Clarification Notice No. 15-03, Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income, available online at: http://hab.hrsa.gov/manageyourgrant/policiesletters.html. Policy Clarification Notice No. 15-04 addresses program income resulting from pharmaceutical rebates. Also on this webpage, see the related Frequently Asked Questions document.

Care Resource must develop, submit to Miami-Dade County Office of Management and Budget-Grants Coordination/EHE Project for review and approval, and implement within sixty (60) calendar days of initial contract start date a Program Income Policy addressing the requirements

of HRSA Policy Clarification Notice No. 15-03 and related reporting to Miami-Dade County (through the Final Line Item Expenditure Report, at a minimum). The County will monitor Care Resource's development and implementation of its Program Income Policy and the reporting of such program income.

Additional Expectations for Service Provision to Improve Client Health Outcomes

Care Resource shall strive to provide services under corresponding Agreement in such a manner as to address the goals of the following national initiative:

Ending the HIV Epidemic
In February 2019, a new national initiative was announced, Ending the HIV Epidemic: A Plan for America. This 10-year initiative began in FY 2020 and seeks to further the goals first addressed in the NHAS 2020, namely "reducing new HIV infections" in the United States, to less than 3,000 new infections per year nationwide by 2030. Miami-Dade County is one of the 48 counties selected to participate in Phase 1 of the Ending the HIV Epidemic (EHE) initiative. Jurisdictions participating in Phase 1 are tasked with reducing new HIV infections by 75 percent within the first five years of this initiative. The EHE initiative, when funded, will promote and implement the following four "Pillars": Diagnose, Treat, Protect, and Respond. EHE-funded services will specifically focus on Pillar Two (Treat) and Pillar Four (Respond). The EHE initiative is a collaborative effort among the Health Resources and Services Administration (HRSA), the Centers for Disease Control and Prevention (CDC), the National Institutes of Health (NIH), the Indian Health Service (IHS), and the Substance Abuse and Mental Health Services Administration (SAMHSA). For more information on the EHE initiative, see https://www.hrsa.gov/ending-hiv-epidemic.

Required Disclaimer for HRSA-supported Publications

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

> "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling $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."

The actual grant number, title, and grant amount to complete the paragraph above are found in Exhibit C, Attachment G, of corresponding Agreement, as may be amended. The percentage shall be completed by Care Resource when needed.

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, issues briefs, and websites/webpages if the site references Ryan White Program.

Funded Service Category

Care Resource is recommended funding to provide the following service, which will be provided

in accordance with HRSA's EHE Initiative and the corresponding RFP No. EHE-0521, as may be amended:

HEALTHTEC SERVICES

This service category includes **antiretroviral (ARV) medications for EHE Initiative Services**:

- Where applicable, Care Resource will be reimbursed for EHE-approved ARV medications based on the Public Health Service (PHS) 340B price of the prescription provided to the EHE client, plus a flat rate dispensing fee. Total costs should include the cost of home delivery, as allowable, and other direct costs associated with the provision of this service. The approved PHS flat rate dispensing fee is stated in the budget narrative of this Agreement. (For example, if the PHS 340B price of a prescription is $1,000.00, and the subrecipient's approved flat rate dispensing fee is $13.00, then the total reimbursement amount is equal to $1,013.00.) An estimate of the number of clients (unduplicated caseload) expected to receive these services must be included in the corresponding budget narrative.

- Where applicable, Care Resource will be reimbursed for EHE-approved ARV medications based on the Average Wholesale Price (AWP) of the prescription provided to the EHE client, minus a per-prescription discount rate. Total costs should include the cost of home delivery, as allowable, and other direct costs associated with the provision of this service. The approved AWP discount rate is stated in the budget narrative of this Agreement. (For example, if the AWP of a prescription is $1,000.00, and the subrecipient's approved discount rate is 10%, then the total reimbursement rate is equal to $900.00.) An estimate of the number of clients (unduplicated caseload) expected to receive these services must be included in the corresponding budget narrative.

- An individual receiving PHS 340B-priced medications must be a patient of the covered entity as defined by HRSA (https://www.hrsa.gov/opa/program-requirements/index.html). Specifically, "the individual (1) must have an established relationship with the covered entity such that the entity maintains records of the individual's care; (2) must receive care from a professional employed by the covered entity or under contract or other arrangement (e.g., referral for consultation) with the covered entity such that responsibility for the care remains with the covered entity; and (3) with respect to grantees and sub-grantees, must receive health services from the covered entity that are consistent with the services for which grant funding has been provided to the entity. Under the guidelines, an individual is not considered a patient of the covered entity if the only health care service received by the individual from the entity is the dispensing of a drug for subsequent self-administration or administration in the home setting."

- A list of EHE-allowable medications under this Agreement is located in the corresponding budget narrative.

Service Availability

Schedule of hours for Care Resource's EHE HealthTec services is Monday, Tuesday, Thursday and Friday from 8:30am – 5:15pm and Wednesdays from 8:30am – 7:30pm and availability by appointment for additional times. This service will be available at Care Resource's offices located

at: 3510 Biscayne Blvd. Miami, FL 33137, 1901 SW 1st Street, 3rd Floor, Miami, FL 33135, and 1680 Michigan Ave., Suite 912, Miami Beach, FL 33139.

County Commission District(s) Where Client Population Resides

Care Resource's targeted client population for this service category resides in neighborhoods county-wide.

Documentation and Verification of Services Provided

Care Resource will maintain sufficient documentation in the Provide® Enterprise Miami data management system, client charts, electronic client records, and service logs as appropriate to support the procedures and services rendered under this Agreement. This documentation will include, at a minimum, CIS#, the date of service, type of service, service code (if applicable), the number of service units provided, the time spent providing the service, and any other special documentation required under an individual service category.

Where appropriate, Care Resource staff will also include details of the visit (including the encounter's start time and end time) in a progress note which must also be maintained in the client chart or electronic client record as approved by the Miami-Dade County Office of Management and Budget-Grants Coordination (OMB). The client may sign service log(s) to acknowledge services rendered. Upon request, a written acknowledgment of the services rendered will be provided to the client. Verification of services provided is subject to review and audit by the OMB. Failure to maintain sufficient supporting documentation may result in request(s) for payment being denied and/or fiscal repayment to the Ryan White Program.

All handwritten notes and/or signed entries in a client's record must be complete and legible. Such entries must be made in ink (preferably black or blue ink) or typed. Pencil or erasable ink shall not be used. Any mistakes made within paper-based client records must be corrected by drawing a thin line through the mistake; do not erase, scratch out, or use "white-out". Corrected mistakes should be initialed and dated. Failure to maintain handwritten records as indicated in this section is also subject to corrective action and potential fiscal repayment to the County for any related disallowed services.

Rules for Reporting

Care Resource will report monthly activity according to the recorded number of client visits, dates of services, type of procedures (if applicable), units of service provided, and unduplicated number of clients served. Where applicable, Care Resource will also adhere to additional reporting requirements as may be specified for the service category that CARE RESOURCE is funded to provide under the corresponding Professional Services Agreement. These additional reporting requirements by service category are required by HRSA.

The local EHE Project may also use Report Cards to monitor service delivery against the nationally recognized HIV Care Continuum model to identify gaps or barriers affecting the program's ability to connect people who are living with HIV with core medical and support services and to improve client health outcomes. The HIV Care Continuum is a model used to identify issues and opportunities related to improving the delivery of services to people living with HIV across the entire continuum of care. This continuum has five steps: (1) HIV Diagnosis; (2) Linkage to Care; (3) Receipt of Care; (4) Retention in Care; and (5) Viral Load Suppression. Timely reporting of service delivery information, documenting prescribed HIV medications and uploading or manually

entering viral load test results, where applicable, is necessary to track client health outcome, to identify gaps in service delivery or barriers to care, and to identify program improvements to assist clients in achieving and maintaining viral load suppression.

Rules for Reimbursement

Care Resource will submit Payment Requests in a format to be provided by Miami-Dade County on a monthly basis no later than the 20th day of the month following the month in which the service was provided. See Attachment B, Line Item Budget Form and Budget Narrative Justification, attached hereto, for details regarding the program-allowable line item allocations and corresponding reimbursement structure.

Deliverables / Outcome Measures

1. Identified: Increase in the number of people with HIV in the EMA who are identified as eligible for EHE HealthTec. (baseline and every 6 months)

    a. Unduplicated
    b. Cumulative

2. Enrolled: Increase in number/percentage of people with HIV identified as eligible for EHE HealthTec who enroll in this process throughout the remainder of the five-year period of performance. (baseline and every 6 months)

    a. 75% of identified clients who are eligible for EHE HealthTec will enroll in this process.

3. Enrollees Continuing Process: Increase in the number/percentage of EHE HealthTec clients continuing this process (i.e., one or more medical visits, CD4 tests, or VL tests within 30 days of initial client orientation date, documented via follow-up with client or provider) throughout the remainder of the five-year period of performance. (baseline and every 6 months)

    a. 75% of enrolled EHE HealthTec clients will continue with this process.

4. HIV Viral Load Suppression: Increase in the number/percentage of clients with a HIV viral load less than 200 copies/mL at last viral load test during the measurement year.

    a. By February 28th of Year 2 (YR 2), i.e., 2/28/2022, establish a baseline of EHE HealthTec clients who are virally suppressed; thereafter, at least 80% of the EHE HealthTec clients served in the reporting year will have a HIV viral load less than 200 copies/mL at their last viral load test during the YR 3 measurement year; 85% by YR 4; and 90% by YR 5.

EXHIBIT A
(Section 2)

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE)
CLIENT-LEVEL OUTCOMES/PERFORMANCE MEASURES

Performance by Care Resource Community Health Centers, Inc. (CARE) under this Agreement will be partially measured against the performance indicators and client health outcome measures listed below. As outcomes are developed or revised and disseminated, CARE will be responsible for collecting and reporting on the specified data elements used to measure performance, based on the defined outcome(s) per service category.

In addition, CARE is responsible for collecting and reporting on the required data elements used to measure performance under the following contracted services provided to program-eligible people with HIV: HealthTec

Groupware Technologies LLC's Provide® Enterprise data management system for Miami-Dade County will be the main data source for the client-level outcomes indicated below once the system programming is complete.

HEALTHTEC

Outcome 1:	Identified: Increase in the number of people with HIV in the EMA who are identified as eligible for EHE HealthTec. (baseline and every 6 months)
Target 1a:	Unduplicated
Target 1b:	Cumulative
Outcome 2:	Enrolled: Increase in number/percentage of people with HIV identified as eligible for EHE HealthTec who enroll in this process throughout the remainder of the five-year period of performance. (baseline and every 6 months)
Target 2:	At least 75% of identified clients who are eligible for EHE HealthTec will enroll in this process.
Outcome 3:	Enrollees Continuing Process: Increase in the number/percentage of EHE HealthTec clients continuing this process (i.e., one or more medical visits, CD4 tests, or VL tests within 30 days of initial client orientation date, documented via follow-up with client or provider) throughout the remainder of the five-year period of performance. (baseline and every 6 months)
Target 3:	At least 75% of enrolled EHE HealthTec clients will continue with this process.
Outcome 4:	HIV Viral Load Suppression: Increase in the number/percentage of clients with a HIV viral load less than 200 copies/mL at last viral load test during the measurement year.
Target 4:	By February 28th of Year 2 (YR 2), i.e., 2/28/2022, establish a baseline of EHE HealthTec clients who are virally suppressed; thereafter, at least 80% of the EHE HealthTec clients served in the reporting year will have a HIV viral load less than 200 copies/mL at their last viral load test during the YR 3 measurement year; 85% by YR 4; and 90% by YR 5.

EXHIBIT A
(Section 3)

MIAMI-DADE COUNTY HIV/AIDS SERVICE NETWORK (MDCHSN)
REQUIRED FIELDS & OTHER REPORTING REQUIREMENTS

Care Resource Community Health Centers, Inc. (CARE) agrees to participate in the Ryan White Program HIV/AIDS Service Network (MDCHSN). This participation requires the use of Groupware Technologies LLC's Provide® Enterprise data management system for Miami-Dade County. This participation shall, at a minimum, assure completion of data entry and updates of a minimum data set and all required fields as collected for the Ryan White HIV/AIDS Program Services Report (RSR), the Annual Progress Report(s), and other reports and amendments that may follow.

Several data fields in the Provide® data management system for client intake and recording of service utilization are required by the Federal government for the RSR. Other fields are required by Miami-Dade County and the Federal government for the Annual Progress Report(s), as well as other special data reports. These data assist the Ryan White Program's efforts in care coordination and improving client health outcomes along the HIV Care Continuum.

These data elements and required fields are incorporated herein by reference. If CARE needs further clarification on these data elements and required fields, CARE is advised to contact staff of the County's Ryan White Program.

PLEASE NOTE: Data fields may be amended or added during the fiscal year in order to comply with additional federal, state, and local reporting requirements.

Exhibit A

(Section 4.1)

Agency	Total Allocation FY 2022-23	# of Clients	
Care Resource Community Health Centers	$251,179.00	171	
EHE Initiative Service Level	**EHE Initiative Service Description**	**Sample Code**	**Proposed Per Unit Rate / Maximums**
HealthTec - High Intensity	Multi-disciplinary high intensity team engagement likely led by physician and/or other highly skilled and credentialled clinician @ $150.00 per 30-minute session	**HTHEHE**	$150.00
HealthTec - Medium Intensity	Multi-disciplinary medium intensity engagement likely including counseling, therapy, or routine follow-up @ $45.00 per 30-minute session, up to 4 hr per month	**HTMEHE**	$45.00
HealthTec - Low Intensity	Multi-disciplinary low intensity engagement likely including case or care management, treatment adherence, education, IT training, etc. @ $1.65 per minute, up to 4 hr per month	**HTLEHE**	$1.65
Laboratory Testing and Diagnostics	Laboratory Testing and Diagnostics - Limited to Test and Treat Rapid Access (including TTRA basic labs specific to blood counts, panels, viral loads, STD labs, etc.—not including diagnostics of ongoing care) @ $1,080.00 per client package of tests	**HTLABS**	$1,080.00
Prescribed Medications and Other Drugs	EHE antiretroviral (ARV) & Other Prescribed Medications (EHE-approved ARV medications based on the Public Health Service (PHS) 340B price of the prescription provided to the EHE client, plus a flat rate dispensing fee of no more than $13.00)	**EHECYD**	Prescription drug price + $13.00 dispensing fee

FY 2022-23
EHE Renewal Contract

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
Care Resource Community Health Centers, Inc. (Care Resource)	EHE HealthTec Services	03/01/2022 - 2/28/2023

	Object Class Categories	Ryan White		Other Funding						
		EHE Direct Service Costs	EHE Indirect / Admin. Costs*	Other EHE / Part A / MAI Funds	All Other Federal Funds	City and/or State	General Oper./ Private	Total Agency Cost For Budget Period	Adjusted Salary Cap **	Percent to be Charged to EHE on this budget (of "Adjusted Salary Cap", where applicable)
COSTS:										
Personnel										
1 Position	**Health Information Manager**	$6,000		$0			$113,995	$119,995		5%
Fringes	*(Yarais Reytor) 26% - FTE*	$1,560		$0			$29,639	$31,199		5%
2 Position	**Information Services Manager**	$6,000		$0			$113,995	$119,995		5%
Fringes	*(Yanet Samad) 26% - FTE*	$1,560		$0			$29,639	$31,199		5%
3 Position	**Director of Information Services**	$8,591		$0			$163,238	$171,829		5%
Fringes	*(James Kerr) 27% - FTE*	$2,320		$0			$44,074	$46,394		5%
4 Position	**Case Management Services Manager**	$7,956		$67,627			$3,978	$79,561		10%
Fringes	*(Edgar Mojica) 32% - FTE*	$2,527		$21,481			$1,264	$25,272		10%
5 Position	**Medical Case Manager (1)**	$10,313		$41,703			$2,854	$54,870		19%
Fringes	*(Tahituey Ribot) 40% - FTE*	$4,106		$16,603			$1,136	$21,845		19%
6 Position	**Medical Case Manager (2)**	$19,446		$0			$28,394	$47,840		41%
Fringes	*(Jacqueline Dorvil) 38% - FTE*	$7,376		$0			$10,771	$18,147		41%
7 Position	**Medical Case Manager (3)**	$13,178		$56,792			$144	$70,114		19%
Fringes	*(Reinaldo Carnota) 34% - FTE*	$4,508		$19,429			$50	$23,987		19%
8 Position	**Physician**	$16,984		$9,965			$248,620	$275,569	$199,300	9%
Fringes	*(R. Goubeaux) MD 5% - FTE*	$2,394		$1,405			$47,835	$51,634	$28,092	9%
10 Position	**Registered Nurse**	$6,204		$5,096			$61,500	$72,800		9%
Fringes	*(S. Morales Poche) 7% - FTE*	$2,069		$1,699			$20,509	$24,277		9%
11 Position	**Clinical Counselor**	$5,965		$1,400			$62,635	$70,000		9%
Fringes	*(C. Baumgardner) 2% - FTE*	$2,044		$480			$21,461	$23,985		9%
12 Position	**Client Support Assistant / PESN (1)**	$7,037		$0			$30,403	$37,440		19%
Fringes	*(Rafael Canton) 9% - FTE*	$605		$0			$2,612	$3,217		19%
13 Position	**Client Support Assistant / PESN (2)**	$6,451		$0			$27,869	$34,320		19%
Fringes	*(Ramiro Lavin) 50% - FTE*	$3,236		$0			$13,980	$17,216		19%
Travel: Mileage (local)								$0		#DIV/0!
Travel: Parking & Tolls (local)								$0		#DIV/0!
Supplies								$0		#DIV/0!
Equipment								$0		#DIV/0!
Contractual								$0		#DIV/0!
Other Direct Costs: Mobile Phones (Client Use)		$44,460						$44,460		100%
Other Direct Costs: Internet Service (Client Use)		$30,780						$30,780		100%
Other Direct Costs: Cell Phone Case		$2,394						$2,394		
Other Direct Costs:								$0		
Other Indirect/Admin. Costs: FICRA			$25,115					$25,115		100%
Other Indirect/Admin. Costs:										
SUBTOTAL		$226,064	$25,115	$243,680	$0	$0	$1,080,595	$1,575,454		
TOTAL AMOUNT REQUESTED			**$251,179**							

* Total not to exceed 10% of Total Award for this service category.

** In accordance with the Consolidated Appropriations Act, 2022 (P.L. 117-103), the limitation on charging salaries to DHHS/HRSA grant funds is $203,700 (Executive Level II salary cap effective January 1, 2022); and the allowable percent to be charged is proportionate to the time and effort dedicated to services provided under this budget. This reference and salary cap are subject to change with the new Consolidated Appropriations Act of 2023.

CARE RESOURCE COMMUNITY HEALTH CENTERS, INC
LINE ITEM BUDGET JUSTIFICATION
EHE – ENDING THE HIV EPIDEMIC
FY-2022 HealthTec Funding
MARCH 1, 2022 - FEBRUARY 28, 2023

Care Resource Community Health Centers, anticipates serving approximately 171 minority HIV+ clients through Ryan White EHE – Ending the HIV Epidemic HealthTec services during the 12-month budget period. MAI funds are restricted. Therefore, Care Resource will only serve eligible clients who are Black/American (including but not limited to Haitians) or Hispanic. Peer Education Support Network (PESN) services will also be covered under the Ryan White EHE Program budget.

EHE ARV Medications ($):

Care Resource will use EHE Carryover funding awarded (to be allocated and tracked separately) for this service category to purchase antiretroviral (ARV) medications for distribution to EHE eligible clients. EHE-funded ARV medications will be reimbursed based on the Average Wholesale Price (AWP) minus a 10% discount for EHE clients who do not receive their medical care from Care Resource's, or Care Resource's contracted, medical practitioner(s) providing EHE-funded services under this Agreement. For clients who do receive their medical care from Care Resource's, or Care Resource's contracted, medical practitioner(s), Care Resource will be reimbursed for these ARV medications based on the Public Health Services (PHS) 340B price of the prescription (net of discounts) provided to the EHE client, plus a maximum per-prescription flat rate dispensing fee of no more than $13.00. The dispensing fee is used to help cover the expense of pharmacy staff, delivery of drugs (where appropriate), equipment, insurance, and administrative costs. All ARV medications included in the most recent version of the local Test and Treat / Rapid Access (TTRA) Formulary will be available under this Agreement. The provision of ARV medications to EHE clients will be accounted for and reported separately using an EHE medication service code and the medication's corresponding National Drug Code (NDC) number. Payment for the purchase of these drugs will be made separately from other funding sources. The EHE Program is being charged under FY 2020 Carryover funding (i.e., a separate budget) for the cost for this line item to provide ARV medications to EHE clients during the budget period. EHE-covered medications include the following, as may be amended:

ARV Medication for TTRA (and EHE)	Comment
Biktarvy®	
Dovato®	
Prescobix® plus Descovy®	
Symtuza®	
Tivicay® plus Descovy®	
Isentress®	Approved for women of childbearing potential (or for women presenting with pregnancy potential on inadequate contraception
Prezista® plus Norvir®	
Truvada®	

NOTE: If Care Resource is requesting reimbursement from the County at the PHS 340B price of the prescription, any difference between the PHS 340B price and what Care Resource actually paid for the drug (i.e., PHS 340B acquisition – net of discounts), is Program Income to Care Resource and must be tracked, reported, and used in

accordance with DHHS policy. For additional information, see Uniform Guidance 45 CFR § 75.307 and HRSA Policy Notice No. 15-03 available online at: https://hab.hrsa.gov/program-grants-management/policy-noticesand-program-letters. If dispensing drugs to clients not receiving their medical care at Care Resource (e.g., charging the program AWP-10%), any excess between the amount reimbursed by the program and the actual cost of the drug to Care Resource + allowable administrative costs of dispensing the drug, must also be tracked as Program Income and must be tracked, reported and used in accordance with DHHS policy.

Care Resource must furnish the invoice (from the drug distributor) to include date of purchase, NDC code, and actual cost of the drug dispensed to Care Resource at the time of purchase (i.e., original drug invoice) to support the cost it requests the EHE program to reimburse.

DIRECT COSTS ($226,064)

Personnel: Salaries ($114,125):

Medical Case Managers, Case Management Services Manager ($68,779):
Medical Case Managers are required in order to facilitate access to medical care and support services for persons living with HIV or AIDS in Miami-Dade County. Medical Case Managers are responsible for performing the following functions: 1) Conducting a full assessment of the client's medical, financial, social and other needs (initial intake); 2) developing care plans including coordination and follow-up of medical treatment; 3) managing and coordinating services (referrals, assisting with initial appointments, and coordinating services identified in the care plan, etc.); 4) monitoring client adherence to the care plan and medication regimens, as well as ensuring that service providers involved in the client's care are rendering services as requested; 5) evaluating services provided to the client by all funding sources to determine consistency with the established care plan; 6) re-assessing and revising the care plan every six (6) months at a minimum for active clients, or more often as needed; 7) conducting secondary prevention; and 8) closing cases when warranted and documenting the reason for case closure (including, but not limited to, case closures for clients that have not been seen in over 12 months). This budget includes the salaries of three (3) Medical Case Managers (T. Ribot, J. Dorvil, R. Carnota), and one (1) Case Management Services Manager (E. Mojica). These positions will dedicate a portion of their time to minority HIV+ clients enrolled in the Ryan White MAI medical case management program during the 12-month budget period. Under this budget, Ryan White EHE is being charged between 19% and 41% of the Medical Case Managers' and 10% of the Case Management Services Manager' salaries and fringe benefits in accordance with the time that will be spent providing direct services to Ryan White EHE clients.

Client Support Assistants/PESNs ($13,488):
These line items represent the salaries of two (2) full-time Client Support Assistants/PESNs (R. Canton and R. Lavin). These positions will assist the Medical Case Managers during the 12-month budget period. The Client Support Assistants/PESNs will provide peer support, including client orientation and education about health and social service delivery systems as detailed in the most current, local Ryan White Program Service Delivery Guidelines [e.g., Section VII – Peer Education and Support Network (PESN) Essential Functions], as may be amended. The Client Support Assistants/PESNs will serve as facilitators and provide coordination from one service provider to another for the purpose of assisting clients with treatment adherence. These positions will assist Ryan White EHE Program clients with initial client intake, coordination with linkage case

managers and Test & Treat Rapid Access (TTRA) program, paperwork and applications for financial and medical eligibility, educating new clients on the process of accessing core and support services, and accompanying clients to initial appointments for medical care and other support services. Under this budget, the Ryan White EHE Program is being charged approximately 19% of each of these positions' salaries and fringe benefits in accordance with the time and effort that will be dedicated to Ryan White EHE Program clients during the 12-month budget period.

Health Information Manager, Information Services Manager, Director of Information Services ($20,591):
This line item represents the salaries of one (1) full-time Health Information Manager (Y. Reytor), one (1) full-time Information Services Manager (Y. Samad), and one (1) full-time Director of Information Services (J. Kerr). These positions will assist with the technological component of this EHE HealthTec agreement, which includes; registration of all devices to be purchased with internal IT cataloging system, setup of all devices with Care Resource software/hardware requirements to facilitate EHE services, prepare cellphones to be distributed to clients, provide technical assistance to clients with cellphones to be received, and other duties to be assigned. Under this budget, the Ryan White EHE Program is being charged approximately 5% of this position's salaries and fringe benefits in accordance with the time and effort that will be dedicated to Ryan White EHE Program clients during the 12-month budget period.

Physician ($16,984):
This line item represents the salary of one (1) full-time primary care Physician (Dr. R. Goubeaux) who will dedicate a portion of their time and effort to clients enrolled in the Ryan White EHE HealthTec program. The Physician is responsible for conducting medical assessments and for prescribing appropriate treatments and/or therapies. Additional efforts include referrals to specialty care providers, documentation of the client's medical condition, and required follow-up. Under this budget, the Ryan White EHE HealthTec Program is being charged 9% of Dr. Goubeaux, salaries (or adjusted salary caps where indicated on the budget) and corresponding fringe during the 12-month budget period in accordance with the time and effort spent providing direct services to Ryan White Part EHE Program clients.

Registered Nurses ($6,204):
This line item represents the salary of one (1) full-time Registered Nurse (S. Morales Poche) who will dedicate a portion of their time and effort to clients enrolled in the Ryan White EHE HealthTec program. The Registered Nurse is responsible for conducting medical assessments and for prescribing appropriate treatments and/or therapies under the clinical supervision of the Chief Medical Officer. Additional efforts include referrals to specialty care providers, documentation of the client's medical condition, and required follow-up. Under this budget, the Ryan White EHE HealthTec Program is being charged 9% of this position's' salary and fringe benefits during the 12-month budget period, as indicated on the corresponding budget, in accordance with the time and effort spent providing direct services to Ryan White EHE HealthTec Program clients.

Clinical Counselor (Level I) ($5,965):
These line items represent the salaries of one (1) full-time Clinical Counselor (C. Baumgardner) who will provide individual Mental Health/Level I Substance Abuse Outpatient Care services to eligible Ryan White EHE HealthTec Program clients per the most current, local Ryan White Program Service Delivery Guidelines, as may be amended. Mental Health/Substance Abuse Outpatient Care services include a family-based model of treatment for addiction to alcohol, cocaine, marijuana, and other controlled substances. Services will be provided to HIV+ clients in a state-licensed treatment facility and should be limited to the pre-treatment program of recovery

readiness and relapse, as well as harm reduction, conflict resolution, anger management, relapse prevention, and intensive counseling to reduce depression, anxiety, and other related disorders, drug-free treatment and treatment for alcohol and other drug addictions. Under this budget, the Ryan White EHE HealthTec Program is being charged 9% of this position's salary and fringe benefits, respectively, in accordance with the time and effort that will be dedicated to Ryan White EHE HealthTec Program clients during the 12-month budget period.

Fringe Benefits ($34,305):
This line item covers the cost of fringe benefits calculated between approximately 9% and 34% of the salaries for each staff member as indicated on the corresponding budget.

Mobile Phones (Client Use) ($44,460):
This line item represents the cost of mobile phones for client use on Ryan White EHE clients. Mobile phone cost is $260 x 171 clients = $44,460 total cost for Ryan White EHE program. Ryan White EHE is being charged 100% of the agency's total Mobile Phone for Client use expense in accordance with the number of Ryan White clients requiring this review.

Internet Service (Client Use) ($30,780):
This line item represents the cost of internet service for client use expense, necessary to ensure compliance with contractual requirements and maintenance of client medical charts related to the Ryan White EHE program during the 12-month budget period. Average monthly cost is $15/month x 12 months x 171 clients = $30,780 total cost for the EHE program. The Ryan White EHE Program is being charged approximately 100% of the total agency cost of reproduction costs for services provided to Ryan White EHE clients during the 12-month budget period.

Cell phone Case (Client Use) ($2,394):
This line item represents the cost of cell phone cases, which are necessary to protect the devices from every day. Average cost is $14 x 171 clients = $2,394 total cost for the EHE program. The Ryan White EHE Program is being charged approximately 100% of the total agency cost of reproduction costs for services provided to Ryan White EHE clients during the 12-month budget period.

INDIRECT/ADMINISTRATIVE COSTS ($25,115)

Federal Indirect Cost Rate Agreement ($25,115):
This line item reflects expenditures found in Care Resource Community Health Centers, Inc.'s Federal Indirect Cost Rate Agreement, such as: General Liability, Crime, [non-profit Directors and Officers (D&O) Liability Insurance (this insurance coverage will apply to all direct personnel providing Ryan White MAI program services, as well as administrative staff where applicable)]; occupancy; program supplies; and telephone/beepers (see attached Federal Indirect Cost Rate Agreement). Under this budget, the Ryan White EHE Program is being charged approximately 10% of these combined indirect costs.

Total Award: $251,179

EXHIBIT C

ATTACHMENT	ITEM
A	County Vendor Affidavits
B	State Public Entity Crimes Statement
C.1	Miami-Dade County Ryan White Program Subcontractor/Supplier Listing – FY 2022
C.2	Miami-Dade County Ryan White Program Subcontractor Payment Report – FY 2022
D	Collusion Affidavit
E	Due Diligence Affidavit
F	Authorized Signature Form
G	Federal Subaward Notification

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

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

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

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

☒ **FEIN** 59-2564198

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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

☐ **NAICS Code** _____

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

A) Name of Entity, Individual(s), Partners or Corporation	B) Doing Business As (If same as line A, leave blank)
Care Resource Community Health Centers, Inc.	Care Resource

Street Address (P.O. Box Number is not permitted)	City	State (U.S.A.)	Country	Zip Code
3510 Biscayne Boulevard	Miami	FL	U.S.A	33137

1. **MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT**
(Sec. 2-8.1 of the Miami-Dade County Code)

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

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

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS
None		

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW: GENDER M	GENDER F	RACE / ETHNICITY: White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaskan Native	Other
None											

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

OTHER CORPORATIONS		% OF OWNERSHIP									
None											

2. *MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT*

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

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

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

	NUMBER OF EMPLOYEES		
	Males	*Females*	
White	25	11	
Black	21	59	
Hispanic	80	129	
Asian/Pacific Islander	1	5	
Native American/Alaskan Native	0	2	
Other	1	0	
Total Number of Employees	128	206	334
			Total Employees

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

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

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

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

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

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

4. *MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. ***MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT***
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

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

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

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

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

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

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

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

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

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

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

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

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

AFFIRMATION

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

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

(Signature of Affiant) — 10/12/2022 (Date)

Rick Siclari, Chief Executive Officer
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: Florida (State) — Miami-Dade (County of)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 12 day of October 20 22 .

by Rick Siclari — He or she is personally known to me ☒ — Or has produced identification ☐

Type of Identification Produced

Signature of Notary Public — HH299083 (Serial Number, if any)

Francisco Gomez
Print or Stamp of Notary Public — 8/10/2026 Expiration Date

FRANCISCO GOMEZ
Notary Public - State of Florida
Commission # HH 299083
My Comm. Expires Aug 10, 2026
Bonded through National Notary Assn.

Notary Public Seal (When applicable)

ATTACHMENT B

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

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

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

   by Rick Siclari
   (print name of individual submitting sworn statement)

   for Care Resource Community Health Centers, Inc. d/b/a Care Resource
   (print name of entity submitting sworn statement)

   whose business address is 3510 Biscayne Blvd, Miami, FL 33137

   and if applicable its Federal Employer Identification Number (FEIN) is 59-2564198. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133 (1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

_____
(Signature)

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this 12 day of October, 2022, by Rick Siclari as
(numeric date) (month) (year) (name of person acknowledging)

Chief Executive Officer for Care Resource Community Health Centers
(type of authority - e.g., officer, trustee, etc.; or title) *(name of party/entity on behalf of whom instrument was executed)*

FRANCISCO GOMEZ
Notary Public - State of Florida
Commission # HH 299083
My Comm. Expires Aug 10, 2026
Bonded through National Notary Assn.

(notary seal or stamp)

_____
Signature of Notary

Francisco Gomez
Name *(typed, printed, or stamped)*
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

MIAMI-DADE COUNTY RYAN WHITE PROGRAM
SUBCONTRACTOR/SUPPLIER LISTING - FY 2022

Full Name of Subrecipient Organization: Care Resource Community Health Centers, Inc. FEIN #: 59-2564198

Project/Contract Number: BUEHE2022CAR

In accordance with 45 CFR 75.330 of the Uniform Guidance, this form is being used to identify and report the gender, race and ethnicity of this Subrecipient's subcontractors and suppliers, where applicable. This form must be submitted by Miami-Dade County Ryan White Program subrecipients that have a Professional Services Agreement which involves expenditures of $100,000 or more; all services combined. This Subrecipient shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. Enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract. Then, sign the form below.

(Please duplicate this form if additional space is needed. Submit the completed form(s) only with the final reimbursement request (invoice) for grant fiscal year 2022.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender*		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
(No subcontractors will be used)																		

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

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

* Note: If "Gender" above is other than M or F, please enter the number with "O" or "E" here: Subcontractor/Sub-consultant - Other: _____. Supplier - Other: _____.
(O = owner; E = employer)



Signature of Subrecipient's Authorized Representative

Rick Siclari
Print Name

Chief Executive Officer
Print Title

10/12/2022
Date

Sub/Supply List
OMB/RWP
Rev. 7/22

MIAMI-DADE COUNTY RYAN WHITE PROGRAM
SUBCONTRACTOR PAYMENT REPORT - FY 2022

[Submit this completed form only with the final reimbursement request (invoice) for FY 2022.]

As a condition of final payment under the corresponding Ryan White Program Professional Services Agreement, the Subrecipient indicated below shall identify subcontractors used in the work, the amount (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 intends to pay less than the subcontract amount (contract value), the contractor shall provide to the County a statement explaining the discrepancy or any disputed amount.

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

FULL NAME OF SUBRECIPIENT ORGANIZATION: Care Resource Community Health Centers, Inc.

FEIN: 59-2564198

PROJECT/CONTRACT NAME: FY 2022 Ending the HIV Epidemic (EHE) Renewal Contract

PROJECT/CONTRACT NUMBER: BUEHE2022CAR

CONTRACT/BUDGET PERIOD: March 1, 2022 through February 28, 2023

CONTRACT AWARD AMOUNT: $251,179.00

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
N/A		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE OMB/RYAN WHITE PROGRAM.

By my signature below, I certify that the representations contained in this Subcontractor Payment Report are to the best of my knowledge true and accurate.

Signature of Authorized Representative	Rick Siclari, Chief Executive Officer	10/12/22
	Name and Title (Print)	**Date**

FOR OMB/RWP USE ONLY:

Department Signature	Print Name and Title	Date	☐ Contractor in Compliance

ATTACHMENT D

COLLUSION AFFIDAVIT

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

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

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

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

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

OR

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

_____ _____

_____ _____

_____ _____

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

By: _____
Signature of Affiant

October 12, 2022
Date

Rick Siclari, Chief Executive Officer
Printed Name of Affiant and Title

5 / 9 - 2 / 5 / 6 / 4 / 1 / 9 / 8 /
Federal Employer Identification Number

Care Resource Community Health Centers, Inc.
Printed Name of Firm

3510 Biscayne Blvd., Miami, FL 33137
Address of Firm

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or

☐ online notarization, this 12 (numeric date) day of October (month), 2022 (year), by Rick Siclari (name of person acknowledging) as

CEO (type of authority - e.g., officer, trustee, etc.; or title) for Care Resource Community Health Center, Inc. (name of party/entity on behalf of whom instrument was executed).

FRANCISCO GOMEZ
Notary Public - State of Florida
Commission # HH 299083
My Comm. Expires Aug 10, 2026
Bonded through National Notary Assn.

(notary seal or stamp)

Signature of Notary

Francisco Gomez

Name *(typed, printed, or stamped)*
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification

Type of Identification Produced: _____

MIAMI-DADE COUNTY

ATTACHMENT E

DUE DILIGENCE AFFIDAVIT

Subrecipient Name: Care Resource Community Health Centers, Inc. d/b/a Care Resource

Address: 3510 Biscayne Blvd., Miami, FL 33137

Telephone Number: 305-576-1234

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

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

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

This is certified by my signature:

Subrecipient Authorized Representative's Signature	Rick Siclari Print Subrecipient Authorized Representative's Name	10/12/2022 Date

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 (numeric date) day of October (month), 2022 (year), by Rick Siclari (name of person acknowledging) as Chief Executive Officer (type of authority - e.g., officer, trustee, etc.; or title) for Care Resource Community Health Centers, Inc (name of party/entity on behalf of whom instrument was executed).

FRANCISCO GOMEZ
Notary Public - State of Florida
Commission # HH 299083
My Comm. Expires Aug 10, 2026
Bonded through National Notary Assn.

(notary seal or stamp)

Signature of Notary

Francisco Gomez
Name *(typed, printed, or stamped)*
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

OMB-GC/RWP rev. 7/3/2022

ATTACHMENT F

care | resource

Your Community's Source for Healthcare

AUTHORIZED SIGNATURE FORM

DATE: 10/12/2022

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

	NAME (please type)	TITLE (please type)	SIGNATURE
I.	Prime Contracts and Subcontracts		
	Rick Siclari	Chief Executive Officer	
II.	Checks (List amount limits)		
	Rick Siclari	Chief Executive Officer	
	Keenan Karwan	Chief Financial Officer	
	Jay Beskin	Treasurer, Board of Directors	
III.	Budget Revision Requests		
	Rick Siclari	Chief Executive Officer	
	Keenan Karwan	Chief Financial Officer	
IV.	Payment Requests		
	Rick Siclari	Chief Executive Officer	
	Keenan Karwan	Chief Financial Officer	

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2022-2023 (Year 3)

In accordance with the 45 CFR § 75.352, as may be amended, the following is official notification from the pass-through entity (COUNTY) to the subrecipient named below regarding the federal subaward for Ending the HIV Epidemic (EHE) Initiative services covering the period of March 1, 2022 through February 28, 2023. These funds are made available in accordance with the United States Health and Human Services Department, Health Resources and Services Administration's (HRSA) Ending the HIV Epidemic (EHE) multi-year cooperative agreement, and its related legislation and regulations.

1) FEDERAL AWARD IDENTIFICATION:

i	**Subrecipient Name:** *(must match registered name in www.SAM.gov for UEI, see ii below)*	Care Resource Community Health Centers, Inc. (CARE)
ii	**Subrecipient's Unique Entity Identifier (UEI):**	YMDTWM21RUB6
iii	**Unique Federal Award Identification Number (FAIN):**	UT833946
iii (b.)	**Grant Number:**	UT8HA33946
iv (a.)	**Federal Award Amount to Pass-Through Entity:**	$ 3,464,861.00
iv (b.)	**Federal Award Date:**	1/19/2022
v	**Subaward Period of Performance Start and End Date:**	March 1, 2022 through February 28, 2023
vi	**Amount of Federal Funds Obligated by this action** (by the pass-through entity to the subrecipient by this action)**:**	$251,179.00
vii	**Total Amount of Federal Funds Obligated to the subrecipient** [by the pass-through entity including the current obligation]**:**	$251,179.00
viii	**Total Amount of the Federal Award** [committed to the subrecipient by the pass-through entity]:	$251,179.00

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2022-2023 (Year 3)

ix	**Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):**	For the provision of HealthTec Ending the HIV Epidemic (EHE) Initiative services which includes using telehealth technology to facilitate access to medical care, medical case management, mental health, and substance abuse counseling services for the purpose of simplifying follow-up care and helping to remove barriers to treatment adherence.
x	**Name of HHS awarding agency:**	U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA)
	Pass-through entity: **Contact information for awarding official:**	Daniel T. Wall, Assistant Director Miami-Dade County Office of Management and Budget-Grants Coordination 111 N.W. 1st Street, 22nd Floor Miami, FL 33128 Telephone: (305) 375-4742 Email: Daniel.Wall@miamidade.gov
xi	**Catalog of Federal Domestic Assistance (CFDA) Number and Name:**	CFDA # 93.686 - Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B; see #4 below.
xii	**Is this award a Research and Development (R&D) grant?**	No.
xiii	**Indirect cost rate for the Federal award (including if the de minimis rate is charged)?**	Up to 10% maximum per Ryan White Program legislation; see #5 below.

2) All requirements imposed by the pass-through entity (COUNTY) on the SUBRECIPIENT so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award are included herewith in the accompanying FY 2022 Professional Services Agreement for Ryan White Program Services, including its Exhibits and Attachments, as may be amended;

3) Any additional requirements that the pass-through entity (COUNTY) imposes on the SUBRECIPIENT in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports are also included herewith in the accompanying FY 2022

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2022-2023 (Year 3)

Professional Services Agreement for Ryan White Program services, including its Exhibits and Attachments, as may be amended;

4) In accordance with 45 CFR § 75.352 (a)(1)(xi), as may be amended, the dollar amount made available, Assistance Listing Number (ALN) and Program Name are provided at the time of each disbursement. Please refer to the REQUEST FOR PAYMENT form for details.

5) An approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government will be accepted up to the maximum allowable by Federal Ryan White Program legislation for this Health and Human Service (HHS) Program, as indicated in section 1) xiii above, per 45 CFR § 75.414(c)(1); or, if no such rate exists, either a rate negotiated between the pass-through entity (COUNTY) and the SUBRECIPIENT in compliance with 45 CFR § 75.352; or, a de minimis indirect cost rate as defined in 45 CFR § 75.414(f) Indirect (F&A) costs, paragraph (b) of this Part;

6) A requirement that the SUBRECIPIENT permit the pass-through entity (COUNTY) and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the pass-through entity to meet the requirements of this part (45 CFR part 75) are included herewith in the accompanying FY 2022 Professional Services Agreement for Ryan White Program services; and

7) Appropriate terms and conditions concerning closeout of this subaward are also included herewith in the accompanying FY 2022 Professional Services Agreement for EHE Initiative services. Additional information will be communicated to SUBRECIPIENT in advance of any related reporting deadlines.

ADDITIONAL REQUIREMENT REGARDING ACCESS TO RECORDS:

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

The information above regarding this federal subaward is current as of: 10/4/2022.

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

Prepared by:

Signature: Courtney Gillens

Name: Courtney Gillens

Title: Special Projects Administrator II

Date: 10/4/2022

Reviewed by:

Signature:

Name: Daniel T. Wall

Title: Assistant Director

Date: 10/4/2022

EXHIBIT D

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

BUEHE2022VIL
FY 2022 EHE Renewal Contract
(Amended and Restated FY 2021 EHE Contract)
Resolution Nos. R-245-20 and R-716-21

MIAMI-DADE COUNTY

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this 16th day of November, 2022 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 The Village South, Inc. (TVS), a Florida non-profit whose address is 1633 Poinciana Dr Pembroke Pines, FL 33025, hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide HealthTec services to program-eligible people with HIV under the COUNTY's corresponding, federally-funded, multi-year Ending the HIV Epidemic cooperative agreement.

WITNESSETH

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

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

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

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

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

WHEREAS, the SUBRECIPIENT has submitted a written proposal dated March 8, 2021, hereinafter referred to as the "Subrecipient's Proposal" which is incorporated herein by reference; and,

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-245-20 on March 3, 2020 and Resolution No. R-716-21 on July 20, 2021, 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 Miami-Dade County's Ending the HIV Epidemic plan,

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

Article I
Definitions

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

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

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

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

d) "CFR" shall mean Code of Federal Regulations, that "codify the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government."

e) "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 Ending the HIV Epidemic (EHE) services in Miami-Dade County in order to track the client's participation in the Ryan White Program and EHE system of care.

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

g) "Contract", "Contract Documents", or "Agreement" shall mean collectively the 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.

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

i) "Cooperative Agreement" shall mean a financial assistance mechanism where substantial involvement is anticipated between HRSA and the Recipient during performance of the contemplated project.

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

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

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

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

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

o) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds $25,000.00 and has been delinquent for greater than 180 days.

p) "Federal Pass Through Agency" shall mean Miami-Dade County, the Recipient of federal

grants funds related to this Agreement.

q) "Grant funds" shall mean those Ryan White Program Ending the HIV Epidemic (EHE) cooperative agreement funds as more fully set forth in Article VIII of this Agreement.

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

s) "Management Information System" or "MIS" shall mean the electronic data management system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program and EHE system of care.

t) "Minority" shall mean a person that defines him or herself as coming from one of the following federally-defined racial/ethnic groups: Black/African American (including, but not limited to, Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group. However, local Minority AIDS Initiative (MAI)-funded services are limited to serving people with HIV who are Black/African American (including, but not limited to, Haitian) or Hispanic.

u) "Non-federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), hospital, or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

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

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

x) "Program-eligible individuals", "persons or people with HIV", "service recipients", or "clients" shall mean individuals who test positive for the Human Immunodeficiency Virus (HIV). All new clients who are provided any services (whether EHE or Ryan White HIV/AIDS Program) in an EHE-funded jurisdiction, such as Miami-Dade County, shall be counted as an EHE client. EHE clients needing referral to Ryan White Part A or Minority AIDS Initiative (MAI) Program services must meet specific Part A or MAI Program eligibility requirements.

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

z) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SUBRECIPIENT under this Agreement.

aa) "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

bb) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the SUBRECIPIENT, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SUBRECIPIENT and whether or not in privity of Agreement with the SUBRECIPIENT.

cc) "Subrecipient" or "subgrantee" "or registered supplier" shall mean an entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient (grantee) or other subrecipient for the use of the Federal grant funds provided by the subaward.

dd) "Subrecipient's Budget" shall mean the documents attached hereto as Exhibit B, as may be amended or revised during the contract period with written approval from the COUNTY, which details the allowable direct and indirect/administrative costs that will be funded by the EHE cooperative agreement under this Agreement.

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

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

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

hh) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SUBRECIPIENT in accordance with the provisions of this Agreement, including the Scope of Services, Budget, and terms and conditions.

Article II
Responsibilities of the SUBRECIPIENT

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

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

B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as EHE services shall be provided to program-eligible people with HIV who reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement.

The goal of EHE-funded activities in this Agreement is to treat people with HIV rapidly and effectively to reach sustained viral suppression.

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

D. If applicable, to submit to the COUNTY within thirty (30) calendar days of 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. 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. Resume and/or curriculum vitae for each key personnel under this Agreement shall be provided to the COUNTY prior to contract execution, in order to provide said documents to HRSA, as required by the EHE cooperative agreement. Upon request from OMB management, the SUBRECIPIENT shall submit to the COUNTY copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within ten (10) calendar days from the date said incident occurs. Ignorance on the part of the SUBRECIPIENT of its obligations under this subsection shall in no way relieve the SUBRECIPIENT from any of its responsibilities in this regard. The SUBRECIPIENT's failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

F. To make available the personnel identified by the SUBRECIPIENT in its response to the COUNTY's corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), as may be amended, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within thirty (30) calendar days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or Subcontractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY for review upon request. All personnel shall be considered to be, at all times, the sole employees of the SUBRECIPIENT under its sole direction.

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

H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership (also referred to as The Partnership; the local county advisory board for HIV-related issues) and the COUNTY.

I. To keep detailed records of client visits, other encounters (e.g., telephone contacts, home visits, referrals, etc.), any other service provided, and staff time and effort involved; and to prepare and provide any and all reports that may be requested by the COUNTY, on a regular and "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County, State of Florida, and Federal requirements, and to document and verify reimbursement requests (i.e., billings, invoices, etc.) to the COUNTY. SUBRECIPIENT shall maintain sufficient records and adhere to the local Ryan White Program's EHE site visit monitoring process as may be amended, in accordance with Federal and local guidelines and requirements. Per 45 CFR § 75.351 - 75.353, activities of the SUBRECIPIENT will be monitored by the COUNTY to ensure that the subaward is used for authorized purposes, in compliance with Federal statues, Ryan White HIV/AIDS Program legislative requirements, regulations, and the terms and conditions of the subaward; and that the subaward performance goals are achieved. SUBRECIPIENT must track, appropriately use, and report program income generated by the subaward, SUBRECIPIENT's EHE expenditures must adhere to legislative mandates regarding the distribution of funds.

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

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

L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SUBRECIPIENT or any firm, corporation, partnership or joint venture in which the

SUBRECIPIENT has a controlling financial interest in order to secure repayment of any loan made to the SUBRECIPIENT by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5; and Article VIII, Sections 8.1 through 8.3 was not reimbursable.

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

The SUBRECIPIENT, prior to implementing any subcontract for any portion of the services funded under this Agreement, will state in writing to the COUNTY the name of the proposed Subcontractor, the portion of the services which the Subcontractor is to do, the place of business of such Subcontractor, the rate of pay, duration of any subcontractor agreement, and other such information as the COUNTY may require. Proposed subcontract agreements submitted to the COUNTY for review and consent will also include causes and remedies for suspension or termination of the Agreement, HIPAA and other confidentiality requirements, and the requirement for the Subcontractor to abide by the same terms and conditions included in this prime Agreement between the SUBRECIPIENT and the COUNTY. The COUNTY will have the right to require the SUBRECIPIENT not to award any subcontract to a person, firm or corporation for whom the COUNTY does not provide its consent under this Agreement.

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

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

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

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

If this Agreement involves 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., mobile phones, laptops, monitors, docking stations, tablets, medical supplies, or medications for EHE services], 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 Subcontractors or Suppliers from those listed in a corresponding, approved budget without prior written approval of 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 EHE Initiative, 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.** Not to discriminate on the basis of race, religion, color, national origin, ancestry, gender,

familial status, marital status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, pregnancy, age, disability, veteran status, or if a housing provider, source of income, in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination. In order to serve people most in need and to comply with Federal law, services must be widely accessible. The DHHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Services must be widely accessible. For more information, please see:
http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html
http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html
http://www.hhs.gov/civil-rights/for-individuals/index.html and
http://www.hhs.gov/civil-rights/for-providers/index.html.

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

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60-1, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. For more information, please see: http://www.dol.gov/ofccp/regs/statutes/eo11246.htm.

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

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

P. To comply with all Federal laws particularly applicable to language access or Limited English Proficiency (LEP) access, including but not limited to Title VI of the Civil Rights Act of 1964, (42 USC § 2000d, et seq.) and the Title VI regulations (45 CFR part 80), prohibiting discrimination based on national origin, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", signed on August 11, 2000. Executive Order 13166 requires the SUBRECIPIENT receiving Federal financial assistance to take steps to ensure that clients with limited English proficiency can meaningfully access health and social services. The provision of language assistance should provide for effective communication between the SUBRECIPIENT and the person with limited English proficiency to facilitate participation in, and meaningful access to, core medical and support services. The guidance for Executive Order 13166 may be obtained at the following website: http://www.lep.gov/13166/eo13166.html.

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

Q. To comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as amended (applies to contract awards in excess of $150,000.00). Violations must be reported to the Federal awarding agency (i.e., HRSA) and the Regional Office of the Environmental Protection Agency (EPA).

R. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6201, et seq.).

S. To comply with the Byrd Anti-Lobbying Amendment (31 USC § 1352) (applies to contract awards in excess of $100,000.00). The SUBRECIPIENT shall certify to the COUNTY it will not and has not used Federal appropriated grant funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or an employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. The SUBRECIPIENT shall also disclose to the COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The SUBRECIPIENT further agrees to comply with the requirement of such legislation to furnish a disclosure (Federal OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The provisions of this subsection 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 May 5, 2022:

(1) In accordance with applicable laws, no grant funds shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(2) In accordance with applicable laws, no part of the grant funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to legislative any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(3) The prohibitions in subsections (1) and (2) [directly above] shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

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

terminating this Agreement or for commencement of debarment proceedings against the SUBRECIPIENT.

V. To comply with all the requirements of the Americans with Disabilities Act (ADA), of 1990 (and related Acts), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws (including Miami-Dade County Resolution No. R-385-95), regulations, and Executive Orders. In this regard, the SUBRECIPIENT shall not deny any individual the opportunity to participate in or benefit from federally-funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SUBRECIPIENT shall provide program accessibility and effective communication for service recipients and employees. The SUBRECIPIENT shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, 4CON, 9th Floor, Washington, D.C. 20530, within 180 calendar days of the date of discrimination. An ADA complaint may also be filed by sending an ADA complaint electronically through the following web page: https://civilrights.justice.gov/report/. 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. 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) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

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

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

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

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

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

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

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

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

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

Z. To provide a Client Rights and Responsibilities Statement in the languages of the local client population to be served (i.e., in English, Spanish, and Haitian-Creole, at a minimum) that is reviewed, signed, and dated by each client receiving Ryan White Program and EHE-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 and EHE-funded services. The SUBRECIPIENT is required to respond in writing within ten (10) business days, or other reasonable time frame specified in writing by the COUNTY or such 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 or enhancement of outcome measures for applicable service categories.

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

DD. To establish, document, and maintain appropriate and on-going referral and linkage agreements with Ryan White Program and non-Ryan White Program-funded subrecipients, service providers, and key points of entry to the system of care for people with HIV, including, but not limited to, outpatient medical care and medical case management providers, Florida Department of Health in Miami-Dade County - Sexually Transmitted Disease (STD) clinics, State-licensed HIV counseling and testing sites, hospitals/emergency room departments, hospital discharge clinics/departments, substance abuse treatment providers/programs, mental health clinics/programs, adult and juvenile detention centers, jail and/or correctional facilities, including, but not limited to, re-entry programs.

EE. To notify program clients and the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of 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 EHE cooperative agreement, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Professional Services Agreement with the COUNTY for EHE-funded services. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SUBRECIPIENT, reference the service category(ies) and dollar amount(s) in the award, and include the phrase "as may be amended". A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. A copy of the Board of Directors' meeting minutes where this resolution was addressed and approved must also be submitted to the COUNTY prior to contract execution. In the event that such a resolution is not required by operation of law, then the SUBRECIPIENT must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.

GG. To adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the most current, local Ryan White Program Service Delivery 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://www.thinkculturalhealth.hhs.gov/clas.

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

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

Additional information can be found at the following HRSA website: https://www.ecfr.gov/cgi-bin/text-idx?SID=168659567ddecc29cf79c97b0b5b04a2&mc=true&node=se2.1.175_115&rgn=div8 or at https://www.state.gov/j/tip/laws/.

JJ. Disaster Plan/Continuity of Operations Plan (COOP). The SUBRECIPIENT shall develop and maintain 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. 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. 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 ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by section 435.02, Florida Statutes, satisfactorily complete and pass Level 2 background screening before working or volunteering with such persons.

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

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

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

Where applicable, the SUBRECIPIENT agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: chapters 39, 393, 394, 397,

402, 408, 409, 435, 984, 985, 1012, Florida Statutes, as may be amended from time to time.

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

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

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

(1) "Vulnerable person" means a minor as defined in section 1.01, Florida Statues, or a vulnerable adult as defined in section 415.102(28), Florida Statutes.

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

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

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

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

SUBRECIPIENT must maintain policy and procedures related to Level 2 Background Screening to include the requirements stated in 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 Consolidated Appropriations Act, 2022, § 202, (Public Law 117-103), enacted March 15, 2022, 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 $203,700.00 (the Executive Level II salary of the Federal Executive Pay scale effective January 1, 2022). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/ subcontracts under a U.S. Department of Health Resources and Services Administration (HRSA) grant or cooperative agreement.

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

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

NN. CareerSource South Florida. Where applicable, pursuant to section 2-2113 of the Code of Miami-Dade County and Miami-Dade County Implementing Order No. 3-58, for all contracts for goods and services, the SUBRECIPIENT, prior to hiring to fill each vacancy arising under a COUNTY contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the COUNTY to fill a minimum of fifty percent (50%) of its employment needs under the COUNTY contract through the SFWIB. If no suitable candidates can be employed after the Referral Period of three (3) to five (5) business days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500.00/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at www.careersourcesfl.com or by contacting the SFWIB (i.e., CareerSource South Florida) at (305) 594-7615.

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

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

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

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

QQ. Pursuant to section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

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

(2) Upon request from the COUNTY'S custodian of public records identified herein, provide the COUNTY with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the SUBRECIPENT does not transfer the records to the COUNTY; and

(4) Meet all requirements for retaining public records and transfer to the COUNTY, at no COUNTY cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SUBRECIPIENT upon termination of this Agreement. If SUBRECIPIENT transfers all public records to the COUNTY upon completion of this Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form,

characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the COUNTY.

In addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the SUBRECIPIENT to comply with Section 119.0701, Florida Statutes, and this Article II, Section 2.1 (QQ) of this Agreement, the COUNTY shall avail itself of the remedies set forth in Article XV and Article XVII of this Agreement.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPENT'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: Courtney Gillens, EHE Special Projects Administrator II
Email: Courtney.Gillens@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 website: https://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:prelim).

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 it's implementing regulations (48 CFR § 352.237-70), prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

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

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

UU. The SUBRECIPIENT must maintain "active" 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, or any subsequent accounting system the COUNTY may use. Registration and updates can be made via the Miami-Dade County Internal Services Department's Online Supplier/Vendor Registration Portal at: https://supplier.miamidade.gov.

VV. To ensure that the SUBRECIPIENT's Board of Directors or Board of Trustees through its audit and compliance committee, or committee of similar responsibility, is apprised of any site visit monitoring reports or record reviews relating to this Agreement prepared by the County or its authorized representative. Through the official minutes of its appropriate committee meetings or through an official certification from the Board Secretary or Secretary of the Trustees, the SUBRECIPIENT must maintain documentation and provide the COUNTY with proof that it has been sharing the results of all COUNTY monitoring reports with the Board members. Meeting minutes must include the date on which the committee met, a copy of the corresponding meeting agenda, and an attestation that quorum was achieved at the committee meeting. Such meeting minutes may be redacted to show only those portions or actions relating to this Agreement and COUNTY monitoring reports.

WW. To abide by generally accepted financial management principles, including the requirement of the signature of two persons within the organization on all checks disbursing organizational funds, as required by Miami-Dade County Administrative Order 3-15. More detail regarding this requirement can be found at: www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-15.pdf.

XX. To comply with the requirements of 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participations in Federal assistance programs or activities. In order to identify if a person is excluded under these regulations, SUBRECIPIENT must check the U.S. Government's System for Award Management Exclusions (SAM Exclusions) at https://www.sam.gov (under Entity Information, Advanced Search).

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

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

AAA. To follow guidance set forth in all applicable HIV/AIDS Bureau Policy Clarification Notices and Program Letters to ensure compliance with programmatic

requirements. See https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters.

BBB. To assist the COUNTY in meeting its EHE cooperative agreement-related responsibilities described herein below in Article IV, Section 4.14.

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

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

3.2 The SUBRECIPIENT shall be bound by all determinations or orders 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 is consistent with the PHS guidelines for improving access to and quality of health services.

4.3 To adhere to the legislative requirement to establish a clinical quality management program as outlined in HRSA Policy Clarification Notice No. 15-02 and Integrated Plan program letter (updated 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 data management system provider, the Clinical Quality Management Committee, and the Florida Department of

Health in Miami-Dade County) to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with local, State, and Federal mandates.

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

4.5 To ensure the SUBRECIPIENT follows federally approved medical practice guidelines for the treatment of HIV/AIDS as found at the following weblink, https://clinicalinfo.hiv.gov/en/guidelines; as well as HRSA/HAB Performance Measures for Core, All Ages, Adolescent and Adult, HIV Infected Children, HIV Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-level (https://ryanwhite.hrsa.gov/grants/performance-measure-portfolio), as may be amended, where applicable to EHE-funded services provided under this Agreement.

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

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

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

4.9 To evaluate 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 staff on SUBRECIPIENT's budget, in compliance with the requirements of 45 CFR § 75.213, as may be amended. Such review will enforce related regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The COUNTY will verify that each key staff member listed on the SUBRECIPIENT's budget under this Agreement are not found on the U.S. Government's System for Award Management Exclusions (SAM Exclusions) list at https://www.sam.gov.

4.11 To make all files under this Agreement, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at

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

4.12 To follow the guidance set forth in all applicable HIV/AIDS Bureau Policy Notices (also known as Policy Clarification Notices) and Program Letters to ensure compliance with programmatic requirements. Policy Notices and Program Letters can be found at the following Web page:
https://ryanwhite.hrsa.gov/grants/policy-notices

4.13 Since the total Federal share of the COUNTY's Federal award is more than $10,000,000.00 over the period of performance, then Appendix XII, Award Term and Condition for Recipient Integrity and Performance Matters, to 2 CFR 200 is applicable to this award. Additional information for "Reporting of Matters Related to Recipient Integrity and Performance, and Proceeding" About Which the COUNTY Must Report, can be found at the following Web link:
https://www.ecfr.gov/cgi-bin/text-idx?SID=f29506216228d021538ba008a19a8e6f&mc=true&node=ap2.1.200_1521.xii&rgn=div9.

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

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

4.15 To comply with Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of Public Law 110-252 (FFATA), in the COUNTY's reporting of each subaward of $30,000 or more in Federal funds and executive total

compensation, as outlined in Appendix A to 2 CFR Part 170 (http://www.hrsa.gov/grants/ffata.html). Information reported by the SUBRECIPENT will in turn be reported by the COUNTY to the FFATA Subaward Reporting System (FSRS) at https://www.fsrs.gov/ by the end of the month following the month in which the subaward was made. The FFATA reporting requirements apply for the duration of the period of performance and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: https://www.hrsa.gov/grants/ffata.html.

4.16 If the COUNTY expends any of the EHE Initiative cooperative agreement award on the AIDS Drug Assistance Program (ADAP), it will comply with data reporting requirements of the ADAP Data Report (ADR) for those funds. Furthermore, the COUNTY will mandate compliance by the SUBRECIPIENT and its subcontractors.

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/data-security-refresher), 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, et seq., the COUNTY must monitor the activities of the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes and in compliance with applicable laws, Ryan White Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The COUNTY must also ensure that the SUBRECIPIENT tracks, appropriately uses, and reports program income generated by the subaward. See HRSA Policy Clarification Notice #15-03 available online at https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf. Where applicable, both Parties agree that each will adhere to the HRSA/HAB Division of Service Systems National Monitoring Standards for Ryan White Part A Grantees; including all applicable Programmatic, Fiscal, and Universal Monitoring Standards, as may be amended. Documentation to support services provided, allowable costs, and program expenditures will be maintained by the respective Parties. The COUNTY will conduct annual site visits of the SUBRECIPIENT to monitor adherence to the scope of services as defined in Exhibit A of this Agreement; at a date and time to be determined by the COUNTY's Office of Management and Budget-Grants Coordination. Notwithstanding the foregoing, the COUNTY may make unannounced, on-site visits during normal working hours to the SUBRECIPIENT's headquarters and/or any location or site where the services contracted for are performed. SUBRECIPIENT will also keep its Board of Directors or Board of Trustees apprised of monitoring visit reports as detailed in Article II, Section 2.1 (V V), of this Agreement.

5.4 In accordance with 45 CFR § 75.113, the SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY and to the U.S. Department of Health and Human Services Office of Inspector General (DHHS/OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The COUNTY must also disclose same to the DHHS/OIG. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Disclosures must be sent in writing to:

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

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527

Washington, DC 20201
URL: http://oig.hhs.gov/fraud/report-fraud/index.asp
(Include "Mandatory Grant Disclosures" in subject line)
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
E-mail: MandatoryGranteeDisclosures@oig.hhs.gov

5.5 In accordance with Public Law -117-103, Division E. Title VII, 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 unless permitted by law.

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

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

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

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

Reporting and Use of Program Income

The COUNTY and the SUBRECIPIENT are required to track and report all sources of service reimbursement as program income. All program income generated as a result of EHE-awarded funds must be used for approved project-related activities. For additional information, see Uniform Guidance 45 CFR § 75.307 and HRSA Policy Notice No. 15-03 available online at: 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 this part and in Subpart F.

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

A SUBRECIPIENT (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 accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

- When applicable, the Fiscal Year End audit must be submitted to the Federal Audit Clearinghouse (FAC), electronically at https://facides.census.gov/. Assistance can

be requested by contacting the FAC via email (note link on website under "Ask a Question") or by telephone at (866) 306-8779. When applicable, required audit reports must be submitted to the FAC and written notice to the COUNTY of said submission (see Article VII, Section 7.5 (C), of this Agreement) within the earlier of thirty (30) calendar days after receipt of the SUBRECIPIENT auditor's report or nine (9) months after the end of the SUBRECIPIENT's Fiscal Year End date. Notwithstanding the foregoing, in accordance with Subpart F of 2 CFR § 200.512 – Audit Requirements and the United States Office of Management and Budget's memorandum M-21-20 (Appendix 3, item IX) to the heads of executive departments and agencies, dated March 19, 2021, regarding disaster relief flexibilities and administrative relief for recipients and subrecipients directly impacted by COVID-19 due to loss of operations, the COUNTY hereby agrees to extend the period for completion and submission of the SUBRECIPIENT's audit(s) during this grant budget period. Accordingly, SUBRECIPIENT's audits with fiscal year ends from January 31, 2020 through June 30, 2021, have an automatic extension for up to six (6) months beyond the normal due date to complete and submit the Single Audit reporting package to the FAC and notify the COUNTY of such action.

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

(i) "Recipients and subrecipients that are commercial organizations (including for-profit hospitals) have two options regarding audits:

(1) A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with Government Auditing Standards, in those cases where the recipient receives awards under only one HHS program; or, if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or

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

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

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

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

6.3 The SUBRECIPIENT agrees to abide by all of the requirements of the Ending the HIV Epidemic: A Plan for America initiative, where applicable, as may be amended. A summary of the initiative can be found at the following web page: https://www.hiv.gov/federal-response/ending-the-hiv-epidemic/overview

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

6.5 SUBRECIPIENT agrees to provide the COUNTY with the SUBRECIPIENT's Unique Entity Identifier (UEI) number prior to contract execution. A UEI was generated automatically for all entities that had an existing DUNS number (https://sam.gov/content/duns-uei). As such, SUBRECIPIENT may retrieve its UEI by accessing the System for Award Management (SAM) website (https://www.SAM.gov).

The SUBRECIPIENT must be registered in the System for Award Management (SAM) (https://www.sam.gov). SUBRECIPIENT should update its information in the SAM at least every 12 months, or more often if needed. Information regarding updating an existing entity registration can be found at: https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0016307&sys_kb_id=308b082b1b5201d0937fa64ce54bcb14&spa=1.

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

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

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

(including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind:

A. In return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program,

OR

B. In return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000.00 or imprisoned for not more than five (5) years, or both.

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

A. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third-party payer, for the item or service:

(1) Under any State compensation program, insurance policy, or any Federal or State health benefits program; or

(2) By an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).

B. Purchase vehicles without written prior approval from HRSA's Division of Grants Management Operations (DGMO).

C. 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.).

D. 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 Notices Nos. 12-01 and 16-02; with additional information available at https://ryanwhite.hrsa.gov/grants/policy-notices

E. 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.

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

G. File any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.

H. Provide alcoholic beverages, especially, but not limited to, its use as an entertainment expense.

I. Cover entertainment costs such as the cost of amusements, social activities, and related incidental costs; except as allowable per 45 CFR §.75.438.

J. 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.

K. 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.

L. 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.

M. Bad debts.

N. Fundraising.

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

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

Q. As stated in the COUNTY's Ending the HIV Epidemic Notice of Award, dated January 19, 2022, as may be amended, EHE cooperative agreement funds may not be used for the following purposes:

(1) Cash payment to intended recipients of services.

Notes:

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

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

(2) Clinical research.

(3) International travel.

(4) Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).

(5) Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy.

(6) Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore is not eligible for HRSA HAB initiative funded medication.

R. Where applicable, funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formularies.

S. 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.

T. Furthermore, funding under this Agreement is subject to the General Provisions of Public Law -117-103, as referenced in the HRSA SF-424 Application Guide dated 3/15/2021, 2/4/2022 and 5/5/2022, as follows:

(1) Restrictions on Abortions (Section 506):

(a) None of the funds made available herein, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term "health benefits coverage" means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

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

(a) The limitations established in the preceding section shall not apply to an abortion – (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d) None of the grant funds made available herein may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. The term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

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

(a) None of the grant funds made available herein may be used for: 1) the creation of a human embryo or embryos for research purposes; or 2) research in which a human embryo or embryos are destroyed,

discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

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

(a) None of the grant funds made available herein may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) above shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(5) Restriction on Distribution of Sterile Needles (Section 527):

(a) Notwithstanding any other provision herein, none of the grant funds made available herein shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: Provided, that such limitation does not apply to the use of grant funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

However, some aspects of Syringe Services Programs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. See https://www.hiv.gov/federal-response/policies-issues/syringe-services-programs. Any request for related prior approvals under EHE Program funding must first be addressed to the COUNTY.

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

(a) None of the grant funds made available herein may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) above shall limit the use of grant funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(7) Restrictions on Funding ACORN (Section 521):

(a) None of the grant funds made available herein may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors."

(8) Gun Control (Section 210):

(a) None of the grant funds made available herein may be used, in whole or in part, to advocate or promote gun control.

(9) Anti-lobbying (Section 503):

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including

its sale or marketing, including but not limited to the advocacy or promotion of gun control.

U. Funds may not be used to procure or obtain certain telecommunications and video surveillance services or equipment, in accordance with the applicable Uniform Guidance and 2 CFR § 200.216, as applicable and 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. Where applicable to the EHE services provided as detailed in Exhibit A, scope of services, of this Agreement, commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among EHE and Ryan White Program-funded subrecipients;

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

6.11 If the SUBRECIPIENT is a commercial organization, it is hereby advised that it has been classified as a subrecipient of a federal subaward under this Agreement. Therefore, with

regards to property and procurement, due to the nature of the services provided under this Agreement, the SUBRECIPIENT will adhere to the guidelines set forth in 45 CFR part 75, as may be amended, as applicable to subrecipients who are non-federal entities. For the purchase of equipment under this Agreement, the guidelines under Property Standards and Procurement Standards in 45 CFR § 75.316 and 45 CFR § 75.335 of the OMB Uniform Guidance, respectively, will apply to the SUBRECIPIENT. For disposition of equipment, the SUBRECIPIENT will follow the guidelines set forth in 45 CFR § 75.320, titled "Equipment". Supporting documentation must be retained to demonstrate that the equipment's fair market value is less than $5,000 at the time of disposition. To meet this requirement, the COUNTY will accept market research of no less than three (3) different vendors indicating the current fair market value of the same brand and model (or similar equipment). This documentation must be available for review during a monitoring site visit.

6.12 SUBRECIPIENT shall not make direct cash payments to intended recipients (clients) of core medical or support services. This prohibition includes cash incentives and cash intended as payment for Ryan White Program services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity must be used. As applicable to services funded under this Agreement, store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the Ryan White Program are also allowable as incentives for eligible program participants. Where applicable, SUBRECIPIENT will administer voucher and store gift card programs in a manner which assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable. See Article II, Section 2.1 (PP) and Article VI, Section 6.9 P (1) of this Agreement for related information.

6.13 The SUBRECIPIENT agrees to provide services under this Agreement without regard to:

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

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

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

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

6.14 Service provision shall be based on the following:

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

6.15 The SUBRECIPIENT shall:

A. Assume the financial risk for providing services to individuals who do not have documentation of a confirmatory HIV positive test result;

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

C. Provide services in a setting that is accessible to EHE program-eligible people with HIV;

D. Assume the financial risk for providing services to individuals who the SUBRECIPIENT has not properly documented as eligible for EHE-funded services;

E. Conduct general outreach (recruitment) to locate EHE 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;

F. Demonstrate and document compliance, to the extent possible and as applicable to the EHE scope of services as detailed in Exhibit A of this Agreement, with the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. These HAB measures, where applicable, include: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The SUBRECIPIENT shall also provide services in compliance with the National Culturally and Linguistically Appropriate Standards (CLAS Standards); and, if applicable, with the local Ryan White Program Medical Case Management Standards of Service, Public Health Service Guidelines, Ryan White Program Oral Health Care Standards, and the Ryan White Program Minimum Primary Medical Care Standards; as well as any related Clinical Performance Measures that may be disseminated during the contract year;

G. Coordinate EHE service delivery efforts with other Ryan White Program (EHE, Part A and MAI) and non-Ryan White Program subrecipients or service providers;

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

I. Maintain sufficient and legible documentation in the client charts or service logs to support the procedures or services rendered under this Agreement. This documentation will include, at a minimum, the date of service or activity, type of

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

6.16 If the SUBRECIPIENT does not 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 EHE cooperative agreement funds. The scale is based on the most current HHS 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 EHE-funded services shall conform to the following limitations:

(1) Sliding fee schedule:

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

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

Article VII
Reporting, Record-keeping, and Evaluation Studies

7.1 The SUBRECIPIENT shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SUBRECIPIENT shall maintain, and shall require that its subcontractors 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 having HIV or AIDS. Said documentation shall include a copy of at least one (1) of the following: lab test results (e.g., 4th Generation HIV test, Multispot® HIV-1/HIV-2 Rapid Test, HIV Western Blot, ELISA with Western Blot, detectable viral load or culture result; a positive HIV viral culture or test result, as may be amended); or a Ryan White Program In Network Referral (through the Provide® Enterprise Miami data management system). The Project AIDS Care (PAC) Waiver Notification of Level of Care (Form 603) is no longer accepted as proof of a client's HIV+ status. For clients who have a Medicaid HIV Specialty Plan only, a copy of the client's current and valid Clear Health Alliance (CHA) Medicaid card was an acceptable form of documentation to support the client's HIV+ status through September 30, 2021. Thereafter, the CHA card is no longer accepted as proof of HIV. Very limited EHE services within thirty (30) calendar days may be provided to newly diagnosed clients [i.e., Newly Identified Client (NIC) or a Test and Treat / Rapid Access (TTRA) client] with a preliminary HIV+ test result for the purpose of timely engagement in care. **However, aside from this limited exception, on-going EHE or Ryan White Program-funded services MAY NOT be provided to clients without documented proof of a confirmatory test result for HIV. Client records that only reflect a preliminary positive test result scanned in the Provide® Enterprise Miami data management system after thirty (30) calendar days will be inactivated and services disallowed.** See Exhibit A, Section 1, of this Agreement, for more details, as incorporated herein by reference.

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

Client-level (intake) information that is entered in the Provide® Enterprise Miami (PE 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, 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 EHE-funded Medical Case Management services must also utilize PE Miami to enter service utilization data or progress notes in a timely manner. Payment for EHE services where service utilization data or progress notes are entered more than five (5) days, excluding holidays and weekends, after the actual date of service may be denied, at the discretion of the COUNTY.

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

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

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

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

An involuntary disenrollment **must be documented** in the client record/chart. This documentation must clearly indicate: 1) that the client received at least one (1) verbal and one (1) written warning of the full

implications of their actions; 2) that SUBRECIPIENT's staff attempted to educate the client regarding their rights and responsibilities; 3) that SUBRECIPIENT's staff offered assistance that would enable the client to comply with the organization's rules of conduct; and 4) that appropriate staff determined the client's behavior is not attributable to the client's medical or mental health condition.

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

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

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

(8) In accordance with HRSA Policy Notice No. 16-01 (https://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 EHE-funded services, where applicable, in accordance with the provisions of corresponding Federal OMB Uniform Guidance requirements, the

EHE cooperative agreement scope of services detailed in Exhibit A of this Agreement, and the Ryan White HIV/AIDS Treatment Extension Act of 2009, where applicable, as may be amended. These monthly reports shall include:

(1) Computer Identification System (CIS) number (unique client identification number),
(2) date of service,
(3) user identification code for provider of service,
(4) type of service (billing code),
(5) units of service, and
(6) total amount charged for the service.

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

C. Based on client-level and service utilization data entered in the Provide® Enterprise Miami data management system, the SUBRECIPIENT shall submit Bi-annual Progress Reports, a qualitative report based on billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at dates to be determined by the COUNTY. 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. A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT may also be included as part of the Bi-annual Progress Reports. 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 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 second and final of the Bi-annual Progress Reports, 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 EHE cooperative agreement funds were used in accordance with Uniform Guidance, HRSA policies, and Exhibit A, scope of services, of this Agreement, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

D. The SUBRECIPIENT, on an annual basis, shall submit to the COUNTY a Ryan White HIV/AIDS 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 EHE and Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding, as may be amended. Additionally, the SUBRECIPIENT shall comply with HRSA's Client Level Data (CLD) requirements. The COUNTY shall notify all subrecipients at the

earliest opportunity of any additional requirements related to the CLD (including, but not limited to, changes that may be necessary as a result of Eligible Scope and Eligible Services reporting requirements). The COUNTY will notify SUBRECIPIENT by January 31st of each calendar 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 EHE cooperative agreement funding, where applicable, other shared costs received, and actual expenditures incurred during the contract period associated with this Agreement. The FLIER must reflect the actual expenses for approved line items that EHE cooperative agreement 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 EHE award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding cooperative agreement 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 on the FLIER. Overpayments to the SUBRECIPIENT that are identified as a result of the SUBRECIPIENT's reconciliation of budgeted costs versus actual expenditures in the FLIER, in relation to the amount reimbursed by the COUNTY by service category 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 and submitted 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. This 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 cooperative agreement grant budget period have been determined allowable in accordance with 45 CFR part 75; 5) all reported amounts have appropriate and sufficient backup documentation on file at the organization for a period of five (5) years following the date of report submission; and 6) all report 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 EHE cooperative agreement 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 EHE cooperative agreement funds under this Agreement shall vest in the COUNTY.

(3) The SUBRECIPIENT must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal EHE cooperative agreement grant funds under this Agreement 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 EHE cooperative agreement funds under this Agreement should be American-made, to the greatest extent practicable.

(5) For COUNTY-approved equipment purchases with an acquisition cost of $5,000.00 or more per unit acquired by the SUBRECIPIENT using grant award 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 processes and forms developed by the COUNTY to deliver, document, coordinate and report services provided under this Agreement. The SUBRECIPIENT shall begin to utilize such standard tools immediately upon implementation by the COUNTY.

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

7.2 The SUBRECIPIENT agrees to participate in evaluation studies, clinical quality management activities, Performance Improvement Plan activities, Integrated Plan activities, Ending the HIV Epidemic activities, and needs assessment activities sponsored by HRSA or processes carried out by or on behalf of the COUNTY to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SUBRECIPIENT shall:

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

B. Provide each client a confidential client survey consent form to be provided by the COUNTY or its authorized representatives which will include 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 EHE Administrator (courtney.gillens@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 EHE-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 on-going 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 EHE Administrator (courtney.gillens@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. All such records shall be retained by the SUBRECIPIENT for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period, or Federal law requires a shorter retention period;

C. When applicable, submit the annual certified public accountant's audit including all related financial statements made in accordance with applicable Uniform Guidance, 45 CFR part 75, subpart E related to contract cost principles and procedures, and subpart F related to audit requirements, as may be amended, to the Federal Audit Clearinghouse (FAC) (https://facweb.census.gov/uploadpdf.aspx). 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 FAC or submit a complete electronic copy of the audit to the COUNTY.

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

Notification of submission to the Federal Audit Clearinghouse (FAC), or a copy of the complete audit report, must be received by the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end.

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 thirty (30) calendar days after completion of said audit report.

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(i) and 75.501(j) to the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end. Commercial organizations must submit a copy of their completed audit reports to AuditResolution@hhs.gov within the same reporting deadline timeframe.

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: Courtney Gillens, Special Projects Administrator II / EHE Administrator
Email: courtney.gillens@miamidade.gov

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

D. Include record-keeping and reporting requirements in all subcontracts consented to by the COUNTY that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of 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 EHE initiative, 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:

Service Category	Amount
For HealthTec services:	$419,453.00

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 cooperative agreement grant finds that:

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

B. There were any significant deviations from the approved corresponding Scope of Services (Exhibit A) indicating that the SUBRECIPIENT is not spending at a rate that would absorb its full allocation, per category of service, within the contract period.

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

Article IX
Project Budget and Method of Payment

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

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

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

B. For non-governmental subrecipients, no payments will be made without original and non-expired certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY's Internal Services Department, Risk Management Division, as specified under Article XI, Section 11.2 of this Agreement.

C. The contract close-out invoice along with any outstanding reports shall be submitted no later than thirty (30) calendar days (i.e., Thursday, March 30, 2023) following the end of this Agreement's contract period. If the SUBRECIPIENT fails to comply, all rights to related payment will be forfeited. **No extensions will be granted. No exceptions.**

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 Quick Connect 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 Scope of Services (Exhibit A, Section 4) of this Agreement.

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 cooperative agreement 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-GC)/Ryan White Program no later than thirty (30) calendar days prior to the end of the term identified in Article XIII, Section 13.1 of this Agreement. 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 EHE Administrator (courtney.gillens@miamidade.gov).

9.7 Documents requiring original signatures may be mailed, hand delivered, or electronically transmitted as indicated directly above in Section 9.6.

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 SUBRECIPENT within thirty (30) calendar days after receipt of the billing, unless the COUNTY reasonably believes the request to be improper.

9.11 The SUBRECIPIENT may submit a request for COUNTY approval of or decline an advance payment in accordance with the Uniform Guidance, 45 CFR § 75.305 and COUNTY requirements.

Article X
Representations and Warranties

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

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

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

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

Article XI
Indemnification and Insurance

11.1 **Indemnification by the SUBRECIPIENT.**

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

B. **Governmental Entity SUBRECIPIENT Indemnification.** The SUBRECIPIENT shall indemnify and hold harmless the COUNTY, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, agents, servants, partners, principals or subcontractors. The SUBRECIPIENT shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the SUBRECIPIENT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SUBRECIPIENT arising out of the same incident or occurrence, exceed the sum of $300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, servants, agents, partners, principals or subcontractors.

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

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

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

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

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

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

C. Commercial General Liability Insurance in an amount not less than $300,000.00 per occurrence, and $600,000.00 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

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

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000.00* combined single limit per occurrence for bodily injury and property damage.

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

*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 the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

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

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

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

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

In the event that expired or canceled Certificates of Insurance and proof of medical malpractice coverage, where applicable, are not replaced with new or renewed certificates to cover the effective contract term, the COUNTY may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein, and are approved by the Miami-Dade County's Internal Services Department, Risk Management Division; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, seek appropriate remedies including, but not limited to, repayment to

the COUNTY or termination of this Agreement.

Article XII
Conflict of Interest

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

12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by 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 staff will also adhere to the Federal Conflict of Interest Policy as defined in 45 CFR § 75.112, whereby potential conflicts related to a significant financial interest that could directly compromise or bias professional judgment and objectivity related to the management of federal financial assistance must be disclosed to the COUNTY and HRSA in writing.

Article XIII
Term of Agreement

13.1 **Effective Term.** The SUBRECIPIENT's award is part of a multi-year cooperative agreement between the COUNTY and DHHS with a period of performance ending February 28, 2025. Notwithstanding this allowable period of performance, the effective term of this Agreement shall commence on **March 1, 2022 and terminate at the close of business on February 28, 2023.**

This 12-month period includes up to two, one-year options to renew through the end of the period of performance on February 28, 2025, at the County's sole discretion, based on contract performance, continued appropriations by Congress, and availability of adequate funds. The options to renew would be for 12-month budget periods beginning in March and ending in February of each subsequent cooperative agreement grant fiscal year. Additionally, the SUBRECIPIENT shall submit a revised Scope of Services (Exhibit A) and Budget (Exhibit B) to the COUNTY for each subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term.

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

C. **Termination Because of Lack of Funds** - In the event cooperative agreement 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 Entities Crime 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 reprocurement of Services, including procurement and administrative costs; or

C. such other direct damages.

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

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

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

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

18.1 **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the COUNTY has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the SUBRECIPIENT shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the SUBRECIPIENT's prices and any

changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the SUBRECIPIENT, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the SUBRECIPIENT in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the SUBRECIPIENT or any third party.

18.2 **Miami-Dade County Inspector General Review**

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

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

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

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

18.3 **DHHS Inspector General**

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

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:

Mr. Danny Blanco
Regional Vice President
The Village South, Inc. (TVS)

1633 Poinciana Dr
Pembroke Pines, FL 33025
Electronic mail: danny.blanco@westcare.com

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 General Provisions of Public Law 117-103, the following legislative mandate applies (Division H, Title V, Section 505):

HRSA Recipients, such as the COUNTY, are required to include specific language when issuing statements, press releases, request for proposals, bid solicitations, and other documents (such as HRSA-supported publications and forums) describing projects or programs funded in whole or in part with federal money (i.e., 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] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling $_____, with___% financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by, HRSA, HHS or the U.S. Government."
>
> [NOTE: The dollar amount to record in the statement above can be found in Attachment G of this Agreement, as may be amended.]

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, needs assessment reports, research studies, and issues briefs. For more details, see HRSA's Communicating and Acknowledging Federal Funding webpage at https://www.hrsa.gov/grants/manage/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 Miami-Dade County Ordinance No. 08-113, and the Code of Miami-Dade County section 2-8.1.1, collusion in bidding for COUNTY contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any COUNTY purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to 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.

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 Ethics Commission's website at: http://ethics.miamidade.gov/contact.asp.

Article XXI
Patent and Copyright Indemnification

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

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

21.2 The SUBRECIPIENT shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third-party proprietary rights, by the use or

supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Services or Deliverables furnished hereunder. Accordingly, the SUBRECIPIENT at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.

21.3 In the event any Service or Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SUBRECIPIENT shall have the obligation to, at the COUNTY's option to (1) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (2) procure for the COUNTY, at the SUBRECIPIENT's expense, the rights provided under this Agreement to use the item(s).

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

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

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

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

A. The Terms and Conditions in this Agreement;

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

(1) Exhibit A – Scope of Service(s)
(2) Exhibit B – Budget
(3) Exhibit C – Affidavits and Authorized Signatures:
- Miami-Dade County Affidavits (Attachment A)
- State Public Entities Crime Affidavit (Attachment B)
- Subcontractor/Supplier Listing and Subcontractor Payment Report forms (Attachments C.1 and C.2)
- Collusion Affidavit (Attachment D)
- Due Diligence Affidavit (Attachment E)
- Authorized Signature Form (Attachment F)
- Federal Subaward Notification (Attachment G)

Article XXIV
Rules of Interpretation

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

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

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

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

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

Article XXV
Survival

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

Article XXVI
Nature of the Agreement

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

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

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

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

Article XXVII
Mutual Obligations

27.1 This Agreement, including all exhibits, attachments, and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing

by the duly authorized representatives of both parties.

27.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SUBRECIPIENT and HRSA, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the COUNTY makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Services provided by the SUBRECIPIENT. The SUBRECIPIENT shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the COUNTY.

27.3 The Parties acknowledge that the Ending the HIV Epidemic (EHE) cooperative agreement funds where applicable, allocated to the SUBRECIPIENT, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such cooperative agreement funds. Accordingly, neither the SUBRECIPIENT nor any other participating party, shall succeed to any rights or benefits of the COUNTY under the COUNTY's Notice of Award with HRSA, or attain any privileges, authorities, interests, or rights in or under the COUNTY's Notice of Award. The SUBRECIPIENT further agrees to include this disclaimer in each of its future agreements or contracts with any partner, participating party, or any other party involving the use of the EHE cooperative agreement funds where applicable.

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

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

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

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

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

27.9 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that

one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.

27.10 This Agreement 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.

The Village South, Inc. (TVS)

By: [signature]

Name: FRANK ZABBITO

Title: COO Resolution WCVS 2022-02

Date: 11/14/2022

Attest: [signature]
Authorized Person OR Notary Public

Print Name: Francia E. Hoyos.

Title: Notary

Date: 11/14/22

Corporate Seal OR Notary Seal/Stamp

Notary Public State of Florida
Francia E. Hoyos
My Commission HH 041695
Expires 09/13/2024

MIAMI-DADE COUNTY

By: [signature]

Name: David Clodfelter

Title: Director

Date: 11/15/2022

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: [signature]

Name: Gene Spencer
Deputy Clerk

Date: 11/16/2022

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Approved for form and legal sufficiency:

[signature]
Terrence A. Smith
Assistant County Attorney

Attachment A

Exhibit A
(Section 1)

The Village South, Inc.

General Information

The Village South, Inc. (TVS) Miami-Dade County Ending the HIV Epidemic (EHE) Ryan White Program.

Founded in 1973, The Village South, Inc. is a 501(c) (3) private, not-for-profit affiliated agency of WestCare. The Village's mission continues to be the improvement of the health and well-being of individuals, families, and their communities impacted by substance abuse, mental health disorder, and other related social problems. The Village South is accredited by the Joint Commission. The population the agency serves includes adults, adolescents, and child welfare. Our agency is funded by various sources such as Miami-Dade & Broward Counties, Healthy Start Coalition, Broward Healthy Start Coalition, Citrus Family Network, South Florida Behavioral Health Network, Broward Behavioral Health Coalition, SAMHSA, and the CDC. The Villages South is a Medicaid Provider. The Village South does not have a pharmacy.

Official Contact Person

Danny Blanco, Vice President
1633 Poinciana Dr
Pembroke Pines, FL 33025
danny.blanco@westcare.com
1-800-443-3784 ext. 32129 Fax: 954-985-5850

Person Responsible for Program Activities

Rory Levine, Clinical Director of Residential and Outpatient Services
1633 Poinciana Drive
Pembroke Pines, FL 33025
rory.levine@westcare.com
1-800-443-3784 ext. 32419 Fax: 954-985-5850

The Clinical Director oversees and implements the clinical expectation and requirements of the program ensures the quality of clinical services, fidelity to the EBPs, and adherence to all applicable policies and procedures.

Person Responsible for Fiscal Activities

Alex Martinez, Regional Accountant
1633 Poinciana Drive
Pembroke Pines, FL 33025
alex.martinez@westcare.com
1-800-443-3784 ext. 32110 Fax: 954-985-5850

Cultural and Linguistic Capabilities; Stigma; Health Literacy

TVS will ensure all EHE-funded services are available in English, Spanish, and Haitian-Creole, as needed by the program clients. In addition, the local Ryan White Program requires TVS to understand, implement, and adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards (https://www.thinkculturalhealth.hhs.gov/clas). These standards will apply to local EHE Projects as well.

TVS will also take into account the needs of clients who face barriers to accessing HIV services due to stigma (negative attitudes and beliefs about people with HIV, culturally-based or otherwise), their educational level, or their health literacy (capacity to obtain, process, and understand basic health information and services to make appropriate health decisions).

As required by HRSA, TVS will 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), where applicable to this project and in adherence with HIPAA and client confidentiality requirements, 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.accessboard.gov.

TVS will adhere to the complete definition for this service category as detailed in the corresponding Request for Proposal (RFP) No. EHE-0521, which is incorporated herein by reference.

Definition of Ending the HIV Epidemic (EHE) HealthTec Services

HealthTec services are envisioned to be a multi-disciplinary team approach to provide a holistic approach to appropriate HIV/AIDS care, treatment adherence, retention in care, and wellness. Telehealth technology facilitated access shall include, but not be limited to medical care, mental health, substance abuse counseling services, and prescription drugs; simplifies follow-up care; and helps remove barriers to treatment adherence. Improved treatment adherence will lead to improved viral suppressions. This component reaches new, out of care, and non-adherent people with HIV under EHE Pillar Two. Services include computer hardware and software needed to provide telehealth services in a secure, confidential, and HIPAA compliant format. HealthTec services may include:

a) **Infrastructure Network and Technology**
Build infrastructure network and identify and acquire technology (equipment, internet/phone service, etc.) resources. Specialized technology where client confidentiality can be maintained is expected to be used rather than basic virtual meeting formats such as Zoom, Microsoft Teams, WebEx, GoTo Meeting, Skype, What's App chat, Face Time, etc.), unless a secure, HIPAA compliant version of these formats is used.

1) Acquire/purchase the telehealth technology (hardware, software, internet provider media plan).

- Examples of hardware include: agency's equipment to provide telehealth services; as well smartphones (e.g., Motorola Razr®, Apple iPhone®, Samsung Galaxy®, or other similar smartphones) or tablets (e.g., Apple iPad®, Amazon Fire®, Samsung Galaxy Tablet®, Microsoft Surface®, Acer Chromebook®, or other similar tablets).
- Examples of HIPAA compliant telehealth software include Updox®, HIPAA Video®, VSee®, modmed®, and other similar software.
- Examples of internet provider media include AT&T®, Verizon®, Sprint®, T-Mobile®, and other similar internet providers.

2) Limit the use of the technology (hardware and software) for the purposes and functionality required for the provision and receipt of telehealth services by the proposing organization and the clients, respectively.
3) Distribute to and monitor use of the technology by clients.
4) Ensure the telehealth hardware, software and internet access are HIPAA compliant.

b) **EHE HealthTec Services**
Implement EHE HealthTec services, including regular interdisciplinary case conferencing:

1) Use HealthTec services to address barriers (e.g., childcare, transportation, stigma, etc.) to accessing medical care, HIV medications, and supportive services
2) Use HealthTec services to address issues affecting clients' ability to obtain and maintain viral suppression.
- Consider how telehealth can be used to assist clients who are struggling with treatment adherence to take their medications as prescribed (e.g., consider protocols such as Florida Department of Health's Video Directly Observed Therapy, or similar regular reminders)

3) Develop or work with the County to develop HIPAA compliant participant (client) agreements.

c) **Collaboration**
Collaborate with other programs [including, but not limited to, University of Miami's (UM) EHE projects related to the Injection Drug Elimination Act (IDEA) Exchange and Center for HIV and Research in Mental Health (CHARM) programs; ADAP; etc.] serving HIV to reach clients at high-risk for treatment non-adherence.

Client Eligibility Criteria

TVS will implement standard procedures to appropriately document that clients who receive EHE-funded services under this Agreement are people with HIV. Acceptable client eligibility documentation includes but is not limited to (with approval from the County if not listed below), confirming each client:

1) Is HIV positive or has AIDS (NOTE: a confirmatory HIV test result is required, unless otherwise specifically noted herein):

IMPORTANT NOTE: For the purpose of linkage to care for a newly diagnosed client who has a preliminary reactive test result and a pending confirmatory HIV test result only, such clients may receive limited Medical Case Management (including Treatment Adherence Services and peer support), Outpatient/Ambulatory Health Services, or Outreach Services while the

confirmatory HIV test result is pending. These limitations are further detailed under the corresponding service definitions in Section I of the local FY 2020 Ryan White Program Service Delivery Guidelines book. This is necessary in order to reduce a related barrier in accessing care in a timely manner for this population. Services funded by Ryan White Program dollars will either continue or cease for the client depending on the results from the confirmatory HIV test.

Acceptable Documentation of Medical Eligibility, as may be amended:

- Lab test results (4th Generation HIV test with supplemental confirmatory tests, HIV-1/2 Ab-Differentiation Immunoassay test result (e.g., Multispot® HIV-1/HIV-2 Rapid Test, Geenius HIV-1/2 Supplemental Assay, etc. (with supplemental confirmatory tests), HIV Western Blot, ELISA with Western Blot, detectable HIV viral load or culture result, positive HIV viral culture or test result);
- Out of Network (OON) Referral form, with same proof of same HIV confirmatory tests noted above; or
- A Ryan White Program In Network Referral.

2) Has been screened to ensure the Ryan White Program (EHE first, then Part A/MAI) is the payer of last resort:

   - Ryan White HIV/AIDS Program legislation, codified in Title XXVI of the Public Health Service Act, stipulates that funds received will not be utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another payment source. At the individual client level, this means recipients (the County) must assure that funded subrecipients (service providers) make reasonable efforts to secure non-Ryan White HIV/AIDS Program funds whenever possible for services to eligible clients. In support of this intent, it is an appropriate use of Ryan White HIV/AIDS Program funds to provide case management (medical or non-medical) or other services that, as a central function, ensure that eligibility for other funding sources is aggressively and consistently pursued [e.g., Medicaid, Children's Health Insurance Program (CHIP), Medicare, other local or State-funded HIV/AIDS programs, and/or private sector funding, including private insurance].
   - An exception of this requirement extends to clients who have Veterans Administration (VA) benefits, who are otherwise eligible for Ryan White Program services and choose to access the Ryan White Program first.

TVS and clients are expected to adhere to the Client Rights and Responsibilities statement, in accordance with the Florida Patient's Bill of Rights and Responsibilities (Section 381.026, Florida Statutes). Failure of TVS to provide services to clients in this manner may cause the County to seek remedies per the corresponding Agreement (contract). A client's failure to adhere to these responsibilities and TVS's internal policies and procedures may be grounds for dismissal from the agency and/or the Ryan White Program, depending on the circumstance. TVS will adhere to the steps indicated in the corresponding Service Delivery Guidelines for circumstances warranting involuntary disenrollment (dismissal) of a client from the local Ryan White Part A/MAI Program.

If a client has a computer information system number (CIS#) and the unique client ID# assigned by TVS, these will be included in the Ryan White Program registration section in the Provide® Enterprise Miami data management system.

CLIENT ELIGIBILITY DOCUMENTATION (I.E., PROOF OF HIV) MUST BE MAINTAINED IN EACH ORGANIZATION'S CLIENT CHARTS AND/OR IN THE PROVIDE® ENTERPRISE MIAMI DATA SYSTEM AND IS SUBJECT TO AUDIT BY THE OFFICE OF MANAGEMENT AND BUDGET-GRANTS COORDINATION. FAILURE TO MAINTAIN CLIENT ELIGIBILITY DOCUMENTATION MAY RESULT IN FORFEITURE OF REIMBURSEMENT FOR SERVICES RENDERED.

How EHE Initiative Resources will be used in Conjunction with Part A and Part B HIV Systems of Care

When people with HIV are identified through Miami-Dade EHE efforts as being out of care, their eligibility for various support services and programs will be assessed. EHE resources will be used before Part A/MAI resources, where applicable. Those who are eligible for Ryan White Part A Program services (i.e., have income up to 400% of the Federal Poverty Level, reside in Miami-Dade County, and have no other resources to cover the care), as payer of last resort, will be connected to Ryan White Part A/Minority AIDS Initiative (MAI) Program-funded services using the local TTRA model. Those who qualify for Part B services will be directed to available Part B programs. Those who do not qualify for Ryan White Program services based on income or ability to access other payer sources such as Medicaid, Medicare, or private insurance will have the assistance of a community navigator under the Quick Connect component to connect them to ongoing medical care and treatment in Miami-Dade; as this is not currently a service that is readily available in the community. Services such as housing stability support that are not locally feasible under the limitations of the Ryan White Part A Program (i.e., requirements to connect clients to long-term housing solutions within two years), due to the lack of affordable housing in the county, will be addressed using less restrictive EHE resources (in future years of the EHE cooperative agreement).

The Ryan White Program (EHE first, then Part A/MAI) **must always be the payer of last resort.** Documentation supporting this requirement must be maintained in each client's record(s) and is subject to audit and repayment if documentation is insufficient.

Referrals to Ryan White Program Services

If referral to Ryan White Part A/Minority AIDS Initiative (MAI) services is needed, proof will be required showing the client:

- Is a person with HIV;
- Has a documented gross household income that does not exceed 400% of the Federal Poverty Level;
- Is a current, full-time resident of Miami-Dade County;
- Is documented as having been properly screened for the State AIDS Drug Assistance Program (ADAP), Medicaid, Medicaid Managed Medical Assistance (MMA) or Long-term Care (LTC), Medicare, other public sector funding, and private insurance, as appropriate. While clients qualify for and can access these other sources of benefits/entitlement programs, they will not be eligible to receive Ryan White Program-funded services, except

for those services, tests, and/or procedures, etc., related to the clients' HIV disease that are not covered by other funding sources; and

- Has been re-assessed for income and Miami-Dade County residency eligibility every six (6) months as mandated in the local Service Delivery Guidelines and the local *Ryan White Program Medical Case Management Standards of Service*, unless otherwise specified.

Walk-in Procedures

At the time of consumer walk-in, a staff will be available to provide any information related to the program, its services, and requirements. If services are applicable, an initial assessment appointment will be provided.

Client Orientation Process

When the consumer arrives to the orientation appointment, staff will provide the consumer the Contract for Policies and reviews it with the consumer. The consumer then will be assigned to a treatment team.

Holiday Hours and Emergency Information

Holiday Schedule / Holidays Observed by TVS:

Labor Day	September 5, 2022
Veteran's Day	November 11, 2022
Thanksgiving Day	November 24, 2022
Friday After Thanksgiving	November 25, 2022
Christmas	December 25, 2022
New Year's Day	December 31, 2022
Martin Luther King Jr.	January 16, 2023

On call treatment team will be available if necessary, during the observed holidays listed above. To ensure medication adherence, staff works with consumer to ensure that consumer has at least two weeks' worth of medication during a natural emergency preparedness.

Service Delivery Standards

TVS will adhere to the standards developed and/or adopted by the local Ryan White Program and other applicable standards and guidelines (i.e., Ryan White Program System-wide Standards of Care, Ryan White Program Case Management Standards of Service, Enhanced National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care, HAB HIV Performance Measures, etc.), as may be amended, that are relevant to the funded service category described herein. These standards may be accessed through Section III of the Miami–Dade County Ryan White Part A/MAI Program Service Delivery Guidelines, incorporated herein by reference, at the following web page: www.miamidade.gov/grants/ryan-white-program (go to the "Service Delivery Guidelines" link and select Section III).

Performance Improvement and Clinical Quality Management

TVS will be expected to develop internal performance improvement programs and collaborate with the Miami-Dade County Ryan White Program. TVS will be evaluated against the outcome measures contained in Miami-Dade County Professional Service Agreements (contracts); the Health Resources and Services Administration's HAB HIV Performance Measures, as may be amended; Ryan White Program Minimum Primary Medical Care Standards; and/or the Clinical Quality Management Plan and its addenda; where applicable. TVS will be responsible for collecting and reporting on specific data to measure performance and outcomes, as detailed in the documents listed above.

TVS will also participate in external quality assurance reviews, utilizing individual standardized tools as developed by the Ryan White Program, the Clinical Quality Management Committee (CQMC), and the Miami-Dade HIV/AIDS Partnership (Partnership) and as applicable to the services for which they are funded. As standardized tools are developed by the Ryan White Program, the CQMC, and the Partnership for EHE-funded HealthTec services, TVS will be required to utilize such tools and participate in related external quality assurance reviews, where applicable.

Program Income

Imposition of Charges does not apply to EHE funding. However, Miami-Dade County and its EHE Project Subrecipients are required to track and report all other sources of service reimbursement as program income. All program income earned in relation to EHE-funded services must be used to further the objectives of the EHE Project. For additional information, see HRSA Policy Clarification Notice No. 15-03, Clarifications Regarding the Ryan White HIV/AIDS Program and Program Income, available online at: http://hab.hrsa.gov/manageyourgrant/policiesletters.html. Policy Clarification Notice No. 15-04 addresses program income resulting from pharmaceutical rebates. Also on this webpage, see the related Frequently Asked Questions document.

TVS must develop, submit to Miami-Dade County Office of Management and Budget-Grants Coordination/EHE Project for review and approval, and implement within sixty (60) calendar days of initial contract start date a Program Income Policy addressing the requirements of HRSA Policy Clarification Notice No. 15-03 and related reporting to Miami-Dade County (through the Final Line Item Expenditure Report, at a minimum). The County will monitor TVS's development and implementation of its Program Income Policy and the reporting of such program income.

Additional Expectations for Service Provision to Improve Client Health Outcomes

TVS shall strive to provide services under corresponding Agreement in such a manner as to address the goals of the following national initiative:

Ending the HIV Epidemic

In February 2019, a new national initiative was announced, Ending the HIV Epidemic: A Plan for America. This 10-year initiative began in FY 2020 and seeks to further the goals first addressed in the NHAS 2020, namely "reducing new HIV infections" in the United States, to less than 3,000 new infections per year nationwide by 2030. Miami-Dade County is one of the 48 counties selected to participate in Phase 1 of the Ending the HIV Epidemic (EHE) initiative. Jurisdictions participating in Phase 1 are tasked with reducing new HIV infections by 75 percent within the first five years of this initiative. The EHE initiative, when funded, will promote and implement the following four "Pillars": Diagnose, Treat, Protect, and Respond. EHE-funded services will

specifically focus on Pillar Two (Treat) and Pillar Four (Respond). The EHE initiative is a collaborative effort among the Health Resources and Services Administration (HRSA), the Centers for Disease Control and Prevention (CDC), the National Institutes of Health (NIH), the Indian Health Service (IHS), and the Substance Abuse and Mental Health Services Administration (SAMHSA). For more information on the EHE initiative, see https://www.hrsa.gov/ending-hiv-epidemic.

Required Disclaimer for HRSA-supported Publications

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

> "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling $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."

The actual grant number, title, and grant amount to complete the paragraph above are found in Exhibit C, Attachment G, of corresponding Agreement, as may be amended. The percentage shall be completed by TVS when needed.

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, issues briefs, and websites/webpages if the site references Ryan White Program.

Funded Service Category

TVS is recommended funding to provide the following service, which will be provided in accordance with HRSA's EHE Initiative and the corresponding RFP No. EHE-0521, as may be amended:

HEALTHTEC SERVICES

This service category includes **antiretroviral (ARV) medications for EHE Initiative Services**:

- Where applicable, [The Village South, Inc.] will be reimbursed for EHE-approved ARV medications based on the Public Health Service (PHS) 340B price of the prescription provided to the EHE client, plus a flat rate dispensing fee. Total costs should include the cost of home delivery, as allowable, and other direct costs associated with the provision of this service. The approved PHS flat rate dispensing fee is stated in the budget narrative of this Agreement. (For example, if the PHS 340B price of a prescription is $1,000.00, and the subrecipient's approved flat rate dispensing fee is $13.00, then the total reimbursement amount is equal to $1,013.00.) An estimate of the number of clients (unduplicated caseload) expected to receive these services must be included in the corresponding budget narrative.

- Where applicable, [The Village South, Inc.] will be reimbursed for EHE-approved ARV medications based on the Average Wholesale Price (AWP) of the prescription provided to the EHE client, minus a per-prescription discount rate. Total costs should include the cost of home delivery, as allowable, and other direct costs associated with the provision of this service. The approved AWP discount rate is stated in the budget narrative of this Agreement. (For example, if the AWP of a prescription is $1,000.00, and the subrecipient's approved discount rate is 10%, then the total reimbursement rate is equal to $900.00.) An estimate of the number of clients (unduplicated caseload) expected to receive these services must be included in the corresponding budget narrative.

- An individual receiving PHS 340B-priced medications must be a patient of the covered entity as defined by HRSA (https://www.hrsa.gov/opa/program-requirements/index.html). Specifically, "the individual (1) must have an established relationship with the covered entity such that the entity maintains records of the individual's care; (2) must receive care from a professional employed by the covered entity or under contract or other arrangement (e.g., referral for consultation) with the covered entity such that responsibility for the care remains with the covered entity; and (3) with respect to grantees and sub-grantees, must receive health services from the covered entity that are consistent with the services for which grant funding has been provided to the entity. Under the guidelines, an individual is not considered a patient of the covered entity if the only health care service received by the individual from the entity is the dispensing of a drug for subsequent self-administration or administration in the home setting."

- A list of EHE-allowable medications under this Agreement is located in the corresponding budget narrative.

Service Availability

1. The Provider's office hours and phone number by which services can be obtained are:
   9:00 AM – 5:00PM Mon-Fri 1-800-443-3784
   Weekend and afterhours available upon request

2. The Provider's service hours and days of operation are as follows:
   9:00 AM – 5:00PM Mon-Fri 1-800-443-3784
   Weekend and afterhours available upon request

   Satellite EHE Office,

   2272 SW 7th Street
   Miami, FL 33135

County Commission District(s) Where Client Population Resides

TVS's targeted client population for this service category resides in neighborhoods county-wide.

The program will serve people with HIV aged 18 years and older regardless of gender that reside in Miami-Dade County. The Ryan White Program will primarily focus on the hotspot areas identified by the Florida Department of Health in Miami-Dade County.

Documentation and Verification of Services Provided

TVS will maintain sufficient documentation in the Provide® Enterprise Miami data management system, client charts, electronic client records, and service logs as appropriate to support the procedures and services rendered under this Agreement. This documentation will include, at a minimum, CIS#, the date of service, type of service, service code (if applicable), the number of service units provided, the time spent providing the service, and any other special documentation required under an individual service category. Where appropriate, TVS staff will also include details of the visit (including the encounter's start time and end time) in a progress note which must also be maintained in the client chart or electronic client record as approved by the Miami-Dade County Office of Management and Budget-Grants Coordination (OMB). The client may sign service log(s) to acknowledge services rendered. Upon request, a written acknowledgment of the services rendered will be provided to the client. Verification of services provided is subject to review and audit by the OMB. Failure to maintain sufficient supporting documentation may result in request(s) for payment being denied and/or fiscal repayment to the Ryan White Program.

All handwritten notes and/or signed entries in a client's record must be complete and legible. Such entries must be made in ink (preferably black or blue ink) or typed. Pencil or erasable ink shall not be used. Any mistakes made within paper-based client records must be corrected by drawing a thin line through the mistake; do not erase, scratch out, or use "white-out". Corrected mistakes should be initialed and dated. Failure to maintain handwritten records as indicated in this section is also subject to corrective action and potential fiscal repayment to the County for any related disallowed services.

Rules for Reporting

TVS will report monthly activity according to the recorded number of client visits, dates of services, type of procedures (if applicable), units of service provided, and unduplicated number of clients served. Where applicable, TVS will also adhere to additional reporting requirements as may be specified for the service category that TVS is funded to provide under the corresponding Professional Services Agreement. These additional reporting requirements by service category are required by HRSA.

The local EHE Project may also use Report Cards to monitor service delivery against the nationally recognized HIV Care Continuum model to identify gaps or barriers affecting the program's ability to connect people who are living with HIV with core medical and support services and to improve client health outcomes. The HIV Care Continuum is a model used to identify issues and opportunities related to improving the delivery of services to people living with HIV across the entire continuum of care. This continuum has five steps: (1) HIV Diagnosis; (2) Linkage to Care; (3) Receipt of Care; (4) Retention in Care; and (5) Viral Load Suppression. Timely reporting of service delivery information, documenting prescribed HIV medications and uploading or manually entering viral load test results, where applicable, is necessary to track client health outcome, to identify gaps in service delivery or barriers to care, and to identify program improvements to assist clients in achieving and maintaining viral load suppression.

Rules for Reimbursement

TVS will submit Payment Requests in a format to be provided by Miami-Dade County on a monthly basis no later than the 20th day of the month following the month in which the service was provided. See Attachment B, Line Item Budget Form and Budget Narrative Justification, attached hereto, for details regarding the program-allowable line item allocations and corresponding reimbursement structure.

Deliverables / Outcome Measures

1. Identified: Increase in the number of people with HIV in the EMA who are identified as eligible for EHE HealthTec. (baseline and every 6 months)

    a. Unduplicated
    b. Cumulative

2. Enrolled: Increase in number/percentage of people with HIV identified as eligible for EHE HealthTec who enroll in this process throughout the remainder of the five-year period of performance. (baseline and every 6 months)

    a. 75% of identified clients who are eligible for EHE HealthTec will enroll in this process.

3. Enrollees Continuing Process: Increase in the number/percentage of EHE HealthTec clients continuing this process (i.e., one or more medical visits, CD4 tests, or VL tests within 30 days of initial client orientation date, documented via follow-up with client or provider) throughout the remainder of the five-year period of performance. (baseline and every 6 months)

    a. 75% of enrolled EHE HealthTec clients will continue with this process.

4. HIV Viral Load Suppression: Increase in the number/percentage of clients with a HIV viral load less than 200 copies/mL at last viral load test during the measurement year.

    a. By February 28th of Year 2 (YR 2), i.e., 2/28/2022, establish a baseline of EHE HealthTec clients who are virally suppressed; thereafter, at least 80% of the EHE HealthTec clients served in the reporting year will have a HIV viral load less than 200 copies/mL at their last viral load test during the YR 3 measurement year; 85% by YR 4; and 90% by YR 5.

EXHIBIT A
(Section 2)

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE)
CLIENT-LEVEL OUTCOMES/PERFORMANCE MEASURES

Performance by The Village South, Inc. (TVS) under this Agreement will be partially measured against the performance indicators and client health outcome measures listed below. As outcomes are developed or revised and disseminated, TVS will be responsible for collecting and reporting on the specified data elements used to measure performance, based on the defined outcome(s) per service category.

In addition, TVS is responsible for collecting and reporting on the required data elements used to measure performance under the following contracted services provided to program-eligible people with HIV: HealthTec.

Groupware Technologies LLC's Provide® Enterprise data management system for Miami-Dade County will be the main data source for the client-level outcomes indicated below once the system programming is complete.

HEALTHTEC	
Outcome 1:	Identified: Increase in the number of people with HIV in the EMA who are identified as eligible for EHE HealthTec. (baseline and every 6 months)
Target 1a: **Target 1b:**	Unduplicated Cumulative
Outcome 2:	Enrolled: Increase in number/percentage of people with HIV identified as eligible for EHE HealthTec who enroll in this process throughout the remainder of the five-year period of performance. (baseline and every 6 months)
Target 2:	At least 75% of identified clients who are eligible for EHE HealthTec will enroll in this process.
Outcome 3:	Enrollees Continuing Process: Increase in the number/percentage of EHE HealthTec clients continuing this process (i.e., one or more medical visits, CD4 tests, or VL tests within 30 days of initial client orientation date, documented via follow-up with client or provider) throughout the remainder of the five-year period of performance. (baseline and every 6 months)
Target 3:	At least 75% of enrolled EHE HealthTec clients will continue with this process.
Outcome 4:	HIV Viral Load Suppression: Increase in the number/percentage of clients with a HIV viral load less than 200 copies/mL at last viral load test during the measurement year.
Target 4:	By February 28th of Year 2 (YR 2), i.e., 2/28/2022, establish a baseline of EHE HealthTec clients who are virally suppressed; thereafter, at least 80% of the EHE HealthTec clients served in the reporting year will have a HIV viral load less than 200 copies/mL at their last viral load test during the YR 3 measurement year; 85% by YR 4; and 90% by YR 5.

EXHIBIT A
(Section 3)

MIAMI-DADE COUNTY HIV/AIDS SERVICE NETWORK (MDCHSN)
REQUIRED FIELDS & OTHER REPORTING REQUIREMENTS

The Village South, Inc. (TVS) agrees to participate in the Ryan White Program HIV/AIDS Service Network (MDCHSN). This participation requires the use of Groupware Technologies LLC's Provide® Enterprise data management system for Miami-Dade County. This participation shall, at a minimum, assure completion of data entry and updates of a minimum data set and all required fields as collected for the Ryan White HIV/AIDS Program Services Report (RSR), the Annual Progress Report(s), and other reports and amendments that may follow.

Several data fields in the Provide® data management system for client intake and recording of service utilization are required by the Federal government for the RSR. Other fields are required by Miami-Dade County and the Federal government for the Annual Progress Report(s), as well as other special data reports. These data assist the Ryan White Program's efforts in care coordination and improving client health outcomes along the HIV Care Continuum.

These data elements and required fields are incorporated herein by reference. If TVS needs further clarification on these data elements and required fields, TVS is advised to contact staff of the County's Ryan White Program.

PLEASE NOTE: Data fields may be amended or added during the fiscal year in order to comply with additional federal, state, and local reporting requirements.

Exhibit A

(Section 4.1)

FY 2022-23
EHE Reimbursement Model

Agency	Total Allocation FY 2022-23	# of Clients	
The Village South	$419,453.00	45	
EHE Initiative Service Level	**EHE Initiative Service Description**	**Sample Code**	**Proposed Per Unit / Instance Rate Maximum**
HealthTec - High Intensity	Multi-disciplinary high intensity team engagement likely led by physician and/or other highly skilled and credentialled clinician @ $190.00 per 30-minute session	HTHEHE	$190.00
HealthTec - Medium Intensity	Multi-disciplinary medium intensity engagement likely including counseling, therapy, or routine follow-up @ $46.22 per 30-minute session	HTMEHE	$46.22
HealthTec - Low Intensity	Multi-disciplinary low intensity engagement likely including case or care management, treatment adherence, education, IT training, etc. @ $1.65 per minute	HTLEHE	$1.65
HealthTec - Linkage to Care	EHE program staff time and efforts spent engaging clients who are not adherent to care, lost to care, etc. to facilitate enrollment into EHE Initiative HealthTec services @ $1.15 per minute / $69.00 per hour	LEHE	$1.15
Laboratory Testing and Diagnostics	Laboratory Testing and Diagnostics - Limited to Test and Treat Rapid Access (including TTRA basic labs specific to blood counts, panels, viral loads, STD labs, etc.—not including diagnostics of ongoing care) @ $1,080.00 per client package of tests	HTLABS	$1,080.00
Prescribed Medications and Other Drugs	EHE antiretroviral (ARV) & Other Prescribed Medications (EHE-approved ARV medications based on the Public Health Service (PHS) 340B price of the prescription provided to the EHE client, plus a flat rate dispensing fee of no more than $13.00)	EHECYD	Prescription drug price + $13.00 dispensing fee

Rules for Reimbursement:
Beginning on October 1, 2022 the Subrecipient will be reimbursed using the reimbursement rate structure (i.e., fee for service model) shown in the table above, as may be amended.

MDC355

MDC356

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
The Village South, Inc.	EHE HealthTec Services	03/01/2022 - 2/28/2023

Object Class Categories		Ryan White		Other Funding						
		EHE Direct Service Costs	EHE Indirect / Admin. Costs*	Other EHE / Part A / MAI Funds	All Other Federal Funds	City and/or State	General Oper./ Private	Total Agency Cost For Budget Period	Adjusted Salary Cap **	Percent to be Charged to EHE on this budget (of "Adjusted Salary Cap", where applicable)
COSTS:										
Personnel										
1. Position	Clinical Director	$10,219					$91,973	$102,192		10%
Fringes	*(R.Levine) 23.60%*	$2,412					$21,706	$24,117		10%
2. Position	Program Coordinator	$38,745					$25,830	$64,575		60%
Fringes	*(Iliana Klopfenstein) 23.60%*	$9,144					$6,096	$15,240		60%
3. Position	Therapist	$52,500					$0	$52,500		100%
Fringes	*(Dominic Burrows) 23.60%*	$12,390					$0	$12,390		100%
4. Position	Therapist	$30,625					$0	$30,625		100%
Fringes	*(J. Louis) 23.60%*	$7,228					$0	$7,228		100%
5. Position	Peer Specialist	$42,000					$0	$42,000		100%
Fringes	*(L.M.) 23.60%*	$9,912					$0	$9,912		100%
6. Position	Medical Case Manager	$47,250					$0	$47,250		100%
Fringes	*(J.D.) 23.60%*	$11,151					$0	$11,151		100%
7. Position	EHR IT Specialist	$12,600					$29,400	$42,000		30%
Fringes	*(Ben Beller) 23.60%*	$2,974					$6,938	$9,912		30%
Travel: Mileage (local)		$4,272					$376,860	$381,132		1%
Travel: Parking & Tolls (local)										
Supplies	*Office Supplies*	$3,600					$52,000	$55,600		6%
Other Direct Costs: Printing & Duplication		$3,600					$4,278	$7,878		46%
Other Direct Costs: Phone Services		$2,400					$63,314	$65,714		4%
Other Direct Costs: Client Internet Services		$6,300						$6,300		100%
Other Direct Costs: Building Occupancy		$36,000					$973,128	$1,009,128		4%
Other Direct Costs: Client Equipment		$9,000						$9,000		100%
Other Direct Costs: Client Incentives		$15,000						$15,000		100%
Contractual: On Call Doctor for Primary Care		$12,000						$12,000		100%
Equipment:								$0		
Indirect/Admin. Costs:			$38,132					$38,132		
SUBTOTAL		$381,321	$38,132	$0	$0	$0	$1,651,523	$2,070,976		
TOTAL AMOUNT REQUESTED			$419,453	$ (0)						

* Total not to exceed 10% of Total Amount Requested for this service category.

** In accordance with the Consolidated Appropriations Act, 2022 (P.L. 117-103), the limitation on charging salaries to DHHS/HRSA grant funds is $203,700 (Executive Level II salary cap effective January 1, 2022); and the allowable percent to be charged is proportionate to the time and effort dedicated to services provided under this budget. This reference and salary cap are subject to change with the new Consolidated Appropriations Act of 2023.

THE VILLAGE SOUTH, INC.
LINE ITEM BUDGET JUSTIFICATION
MDC Ending the HIV Epidemic RFP
MARCH 1, 2022 TO FEBRUARY 28, 2023

The Village South (TVS) will serve approximately 300 clients under its substance abuse counseling-treatment program during the 12-month budget period. A total of approximately 45 (15%) of the 300 clients are people with HIV who will receive EHE-funded HealthTec services. Due to the level of treatment required, EHE-funded clients are enrolled in the program for an average of 30 to 120 days.

EHE ARV Medications ($):

TVS will use EHE Carryover funding awarded (to be allocated and tracked separately) for this service category to purchase antiretroviral (ARV) medications for distribution to EHE-eligible clients. EHE-funded ARV medications will be reimbursed based on the Average Wholesale Price (AWP) minus a 10% discount for EHE clients who do not receive their medical care from TVS's, or TVS's contracted, medical practitioner(s) providing EHE-funded services under this Agreement. For clients who do receive their medical care from TVS's, or TVS's contracted, medical practitioner(s), TVS will be reimbursed for these ARV medications based on the Public Health Services (PHS) 340B price of the prescription (net of discounts) provided to the EHE client, plus a maximum per-prescription flat rate dispensing fee of no more than $13.00. The dispensing fee is used to help cover the expense of pharmacy staff, delivery of drugs (where appropriate), equipment, insurance, and administrative costs. All ARV medications included in the most recent version of the local Test and Treat / Rapid Access (TTRA) Formulary will be available under this Agreement. The provision of ARV medications to EHE clients will be accounted for and reported separately using an EHE medication service code and the medication's corresponding National Drug Code (NDC) number. Payment for the purchase of these drugs will be made separately from other funding sources. The EHE Program is being charged under FY 2020 Carryover funding (i.e., a separate budget) for the cost for this line item to provide ARV medications to EHE clients during the budget period. EHE-covered medications include the following, as may be amended:

ARV Medication for TTRA (and EHE)	Comment
Biktarvy®	
Dovato®	
Prescobix® plus Descovy®	
Symtuza®	
Tivicay® plus Descovy®	
Isentress®	Approved for women of childbearing potential (or for women presenting with pregnancy potential on inadequate contraception
Prezista® plus Norvir®	
Truvada®	

NOTE: If TVS is requesting reimbursement from the County at the PHS 340B price of the prescription, any difference between the PHS 340B price and what TVS actually paid for the drug (i.e., PHS 340B acquisition – net of discounts), is Program Income to TVS and must be tracked, reported, and used in accordance with DHHS policy. For additional information, see Uniform Guidance 45 CFR § 75.307 and HRSA Policy Notice No. 15-03 available online at: https://hab.hrsa.gov/program-grants-management/policy-noticesand-

program-letters. If dispensing drugs to clients not receiving their medical care at TVS (e.g., charging the program AWP-10%), any excess between the amount reimbursed by the program and the actual cost of the drug to TVS + allowable administrative costs of dispensing the drug, must also be tracked as Program Income and must be tracked, reported and used in accordance with DHHS policy.

TVS must furnish the invoice (from the drug distributor) to include date of purchase, NDC code, and actual cost of the drug dispensed to TVS at the time of purchase (i.e., original drug invoice) to support the cost it requests the EHE program to reimburse.

DIRECT COSTS ($381,321)

Personnel: Salaries and Fringe Benefits ($289,149):

Under this budget, the direct service personnel listed below are needed to provide HealthTec substance abuse treatment in an efficient and functional manner to eligible clients with HIV who are permanent residents of Broward and Miami-Dade County. The percentage of each staff member's salary that is to be charged to the EHE-funded contract is determined by estimating the amount of time each staff member dedicates exclusively to direct services in the program. Fringe benefits are calculated at 23.60% per our Federal Fringe Rate Agreement.

Clinical Director ($12,631) (.10 FTE):

The Clinical Director's (R. Levine, LCSW, MCAP) annual salary ($102,192) of which EHE will be charged ($10,219) at 10% time and effort for the 12-month period. The Clinical Director is responsible for supervising all aspects of the EHE program. She is responsible for direct supervision of the program coordinator. She is responsible for Clinical supervision of cases and consults the Program Coordinator. As a direct cost, EHE is being charged 10% of Mrs. Levine's salary and fringe benefits based on the time and effort attributed to the EHE program. Fringe Benefits are 23.60% ($2,412) per our Federal Fringe Rate Agreement.

Program Coordinator ($47,889) (.60 FTE):

The Program Coordinator (Iliana Klopfenstein) annual salary ($64,575) of which EHE will be charged ($38,745) at 60% time and effort for the 12-month period. The Program Coordinator is responsible for overseeing and coordinating all organizational components of the Program, including admission of the clients and ensuring the efficient and effective coordination of the program, and developing and implementing policies and procedures relative to clinical and non-clinical functions. They will be responsible for outreach to community and establishing relationships. As a direct cost, EHE is being charged 60% of position's salary and fringe benefits based on the time and effort attributed to the EHE program. Fringe Benefits are 23.60% ($9,144) per our Federal Fringe Rate Agreement.

Therapists ($102,743) (2 FTE):

The Therapists (Dominic Burrows ($52,500), Jaqueline Louis ($30,625 for 7 months) annual salaries ($83,125) of which EHE will be charged 100% ($83,125) for the 12-month period. Therapists are responsible for facilitating counseling sessions related to the client's addiction and

HIV status, conducting a minimum of one individual counseling session per week for each assigned client, and meeting with PEER Specialist on a weekly basis to review and reassess client needs. The Therapists will communicate with medical staff, case manager and peer specialist regarding compliance or non-compliance of all aspects of the EHE program which include HIV or psychiatric medication The Therapists are also responsible for the overall monitoring of the client's progress in treatment and the accurate clinical documentation of client's treatment stay. The EHE Program is being charged 100% of the Therapists' cumulative salaries and fringe benefits. Fringe Benefits are 23.60% ($19,618) per our Federal Fringe Rate Agreement.

Medical Case Manager ($58,401) (1 FTE)

The Medical Case Manager (J.D.) annual salary ($47,250) of which EHE will be charged ($47,250) at 100% time and effort for the 12-month period. MCM will conduct a full assessment of the client's medical, financial, social and other needs (initial intake). They will also identify specific problems or issues affecting the client's quality of life. They will assist in determining the client's eligibility for EHE program services, they will make referrals to other providers as needed, will assist clients with their initial appointments, will conduct follow-up and coordination of services required to implement the care plan and monitor client's compliance with the care plan and the medication regimens. In addition, the case manager will conduct secondary prevention services to include counseling on parenting issues, coordinate, and participate in the provision of permanency planning. The EHE Program is being charged 100% of the salary and fringe benefits. Fringe Benefits are 23.60% ($11,151) per our Federal Fringe Rate Agreement.

PEER Specialist ($51,912) (1 FTE):

The Peer Specialist (L.M.) annual salary ($42,000) of which EHE will be charged ($42,000) for the 12-month period. The Peer Specialist is responsible for ensuring that all clients are linked to medical case management or any other services identified in the client's care plan. They are also responsible for coordinating and conferencing with medical case management agencies and/or other service providers affiliated with the client on an ongoing basis to ensure that all client needs are met. The EHE Program is being charged 100% of the salary and fringe benefits. Fringe Benefits are 23.60% ($9,912) per our Federal Fringe Rate Agreement.

EHR IT Specialist ($15,574) (.30 FTE):

The EHR IT Specialist annual salary ($42,000) of which EHE will be charged ($12,600) at 30% time and effort for the 12-months period. The EHR IT Specialist is responsible for ensuring that all clients and staff are trained on the use of equipment. Will ensure safe and secured linkages of telehealth services. Will ensure staff is able to utilize enhancements made to Electronic Health Records. This line item covers the cost of providing telehealth services in a secure, confidential, and HIPAA compliant platform. Cost of this includes software and programing. The EHE Program is being charged 30% of the salary and fringe benefits based on time and effort to the program. Fringe Benefits are 23.60% ($2,974) per our Federal Fringe Rate Agreement.

Travel Local ($4,272)

This line item covers cost of local travel for direct service staff. We estimate around **200** miles X 4 staff X .445 per mile X 12-month budget period = $4,272. EHE is being charged 100% of the costs for the 12-month budget period.

Office Supplies ($3,600):

This line item covers expenses for supplies, paper, pens, file folders, postage, etc. Plus, other items needed by EHE staff. We estimate a cost of $300 X 12 months = $3,600. EHE is being charged 100% of the costs for the 12-month budget period.

Equipment ($9,000):

This line item covers expenses for 30 client tablets @ $300 = **$9,000.** We will need to ensure clients have access to connecting to telehealth sessions. EHE is being charged 100% of the costs for the 12-month budget period.

Contractual on Call Doctor ($12,000):

Dr. Ricardo Sandoval will be contracted to provide Primary Care on an as needed basis for EHE clients. We will have Doctor on call at a cost of $1,000 per month for the 12 months of the year of the contract. Dr. Sandoval will be available for consultation of any client needing services on the same day for any medical need. Including psychiatric evaluations or follow ups.

Printing & Duplication ($3,600):

This line item covers expenses for brochures and postcards in addition to outreach materials. We estimate a cost of $300 X 12 months = $3,600. All EHE staff are asked to provide outreach services in order to help identify potential clients. They are attending community meetings and visiting other providers, and this line-item covers materials needed for those efforts. EHE is being charged 100% of the costs for the 12-month budget period.

Phone with Hot Spot Service ($2,400):

This line item covers cell phone and internet services for staff which is needed in order to ensure connection to telehealth services. Staff phone service will be at a cost of $50 per line per 4 staff per 12 months = $2,400. EHE is being charged 100% of the costs for the 12-month budget period.

Client Tablet Internet Service ($6,300):

This line-item covers internet data service for client tablets which is needed in order to ensure connection to telehealth services. We estimate needing 15 connections at a cost of $35 per connection X 12 months = $6,300. EHE is being charged 100% of the costs for the 12-month budget period.

Client Incentives ($15,000):

This line-item covers incentives for the program. We will incentivize clients once they meet certain goals and objectives. Incentives will help keep clients engaged and may also help with recruiting/identifying potential clients. We are requesting to purchase Publix gift cards in the following amounts: $25, $50 and $100. Gift cards will have restrictions on purchases of alcohol, cigarettes and other items. We will incentivize clients with $25 for attending weekly NA/AA meetings. We will incentivize clients with $50 for proof of viral load suppression. We will incentivize with $100 for clients completing 60 days of treatment. We will continue to grow our incentives program by identifying additional goals and objectives that will further support our EHE clients and improve their health and well-being.

Building Occupancy ($36,000):

This line item covers a portion of the agency's lease costs. We estimate a 500 square feet of office space per staff at $500 which includes utilities and insurance. $500 X 6 Staff X 12 months = $36,000. EHE is being charged 100% of the costs for the 12-month budget period.

INDIRECT COSTS ($38,132)

Indirect Cost (Federal Indirect Cost Rate Agreement)
Included in this amount is a portion of the following expenditures: secretarial services, a receptionist, tax preparation, financial reporting, general insurance (i.e., building, etc.), and other supervisory and managerial services (see attached Federal Indirect Cost Rate Agreement 29%). Under this budget, the EHE Program is only being charged 10% of these administrative costs.

TOTAL AWARD: $419,453

EXHIBIT C

ATTACHMENT	ITEM
A	County Vendor Affidavits
B	State Public Entity Crimes Statement
C.1	Miami-Dade County Ryan White Program Subcontractor/Supplier Listing – FY 2022
C.2	Miami-Dade County Ryan White Program Subcontractor Payment Report – FY 2022
D	Collusion Affidavit
E	Due Diligence Affidavit
F	Authorized Signature Form
G	Federal Subaward Notification

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Attachment A

Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

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

☑ FEIN 59-1452736

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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

☐ NAICS Code _____

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

A) Name of Entity, Individual(s), Partners or Corporation	B) Doing Business As (If same as line A, leave blank)
The Village South, Inc	

Street Address (P.O. Box Number is not permitted)	City	State (U.S.A.)	Country	Zip Code
2272 SW 7th Street	Miami	FL	U.S.A	33135

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS
None		

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW: GENDER M	GENDER F	RACE / ETHNICITY: White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaskan Native	Other
None											

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

OTHER CORPORATIONS		% OF OWNERSHIP									
None											

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

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

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

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

	NUMBER OF EMPLOYEES		
	Males	*Females*	
White	8	18	
Black	16	57	
Hispanic	18	60	
Asian/Pacific Islander			
Native American/Alaskan Native			
Other	2	4	
Total Number of Employees	44	139	183
			Total Employees

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

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

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

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

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

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

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

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

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

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

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended, 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

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

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

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

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

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

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

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

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

7. ***MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT***
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

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

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

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

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

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

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

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

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

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

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

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

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

AFFIRMATION

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

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

(Signature of Affiant) — (Date) 11/14/2022

FRANK RABBITO, COO
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th (numeric date) day of November (month), 2022 (year), by Frank Rabbito (name of person acknowledging) as COO (type of authority - e.g., officer, trustee, etc.; or title) for The Village South, Inc. (name of party/entity on behalf of whom instrument was executed).

Notary Public State of Florida
Francia E. Hoyos
My Commission HH 041695
Expires 09/13/2024

(notary seal or stamp)

Signature of Notary

Francia E. Hoyos
Name *(typed, printed, or stamped)*
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification

Type of Identification Produced: _____

ATTACHMENT B

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

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

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

   by Frank Rabbito
   (print name of individual submitting sworn statement)

   for The Village South, Inc.
   (print name of entity submitting sworn statement)

   whose business address is 2272 SW 7th street, Miami FL 33135

   and if applicable its Federal Employer Identification Number (FEIN) is 59-145-2736. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133 (1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

_____
(Signature)

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or

☐ online notarization, this 14th day of November, 2022, by Frank Rabbito as
(numeric date) (month) (year) (name of person acknowledging)

C.O.O for The Village South, Inc.
(type of authority - e.g., officer, trustee, etc.; or title) *(name of party/entity on behalf of whom instrument was executed)*

Notary Public State of Florida
Francia E. Hoyos
My Commission HH 041605
Expires 09/13/2024

(notary seal or stamp)

_____
Signature of Notary

Francia E. Hoyos
Name *(typed, printed, or stamped)*
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

Exhibit C - Attachment C.1

MIAMI-DADE COUNTY RYAN WHITE PROGRAM
SUBCONTRACTOR/SUPPLIER LISTING - FY 2022

Full Name of Subrecipient Organization The Village South Inc. FEIN # 59-145 2736

Project/Contract Number _____

In accordance with 45 CFR 75.330 of the Uniform Guidance, this form is being used to identify and report the gender, race and ethnicity of this Subrecipient's subcontractors and suppliers, where applicable. This form must be submitted by Miami-Dade County Ryan White Program subrecipients that have a Professional Services Agreement which involves expenditures of $100,000 or more; all services combined. This Subrecipient shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. Enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract. Then, sign the form below.

(Please duplicate this form if additional space is needed. Submit the completed form(s) only with the final reimbursement request (invoice) for grant fiscal year 2022.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender*		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Ricardo Sandoval	Principal Owner	Medical Services	✓				✓											

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

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

* Note: If "Gender" above is other than M or F, please enter the number with "O" or "E" here: Subcontractor/Sub-consultant - Other: ____ Supplier - Other: ____
(O = owner; E = employer)

Signature of Subrecipient's Authorized Representative	Print Name	Print Title	Date
[signature]	FRANK RABBITO	COO	11/14/2022

Sub/Supply List
OMB/RWP
Rev. 7/22

MDC369

MIAMI-DADE COUNTY RYAN WHITE PROGRAM
SUBCONTRACTOR PAYMENT REPORT - FY 2022

[Submit this completed form only with the final reimbursement request (invoice) for FY 2022.]

As a condition of final payment under the corresponding Ryan White Program Professional Services Agreement, the Subrecipient indicated below shall identify subcontractors used in the work, the amount (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 intends to pay less than the subcontract amount (contract value), the contractor shall provide to the County a statement explaining the discrepancy or any disputed amount.

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

FULL NAME OF SUBRECIPIENT ORGANIZATION: The Village South, Inc.

FEIN: 59-1452736

PROJECT/CONTRACT NAME: FY 2022 Ryan White Part A Program Continuation Contract (and MAI, if applicable)

PROJECT/CONTRACT NUMBER: BUEHE2022VIL

CONTRACT/BUDGET PERIOD: March 1, 2022 through February 28, 2023

CONTRACT AWARD AMOUNT:

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

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE OMB/RYAN WHITE PROGRAM.

By my signature below, I certify that the representations contained in this Subcontractor Payment Report are to the best of my knowledge true and accurate.

Signature of Authorized Representative	Name and Title (Print)	Date

FOR OMB/RWP USE ONLY:

Department Signature	Print Name and Title	Date	☐ Contractor in Compliance

ATTACHMENT D

COLLUSION AFFIDAVIT

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

BEFORE ME, A NOTARY PUBLIC, personally appeared Frank Rabbito, C.O.O who being duly sworn states:
(insert name of affiant)

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

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

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

OR

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

_____ _____

_____ _____

_____ _____

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

By: _____ 11/14/, 2022
Signature of Affiant — Date

FRANK RABBITO, COO — 59-1452736
Printed Name of Affiant and Title — Federal Employer Identification Number

THE VILLAGE SOUTH, INC. — 2272 SW 7th Street, Miami, FL, 33145
Printed Name of Firm — Address of Firm

ATTACHMENT D

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or

☐ online notarization, this 14th day of November, 20 22, by Frank Rabbito as
(numeric date) *(month)* *(year)* *(name of person acknowledging)*

C.O.O for The Village South, Inc.
(type of authority - e.g., officer, trustee, etc.; or title) *(name of party/entity on behalf of whom instrument was executed)*

Notary Public State of Florida
Francia E. Hoyos
My Commission HH 041695
Expires 09/13/2024
(notary seal or stamp)

Signature of Notary

Francia E. Hoyos.
Name *(typed, printed, or stamped)*
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification

Type of Identification Produced: _____

MIAMI-DADE COUNTY

ATTACHMENT E

DUE DILIGENCE AFFIDAVIT

Subrecipient Name: The Village South, Inc.

Address: 2272 SW 7th street, Miami, FL, 33135

Telephone Number: 305-573 3784

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

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

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

None

This is certified by my signature:

Subrecipient Authorized Representative's Signature	Print Subrecipient Authorized Representative's Name	Date
	FRANK RABBITO	11/14/2022

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th (numeric date) day of November (month), 2022 (year), by Frank Rabbito (name of person acknowledging) as C.O.O (type of authority - e.g., officer, trustee, etc.; or title) for The Village South, Inc. (name of party/entity on behalf of whom instrument was executed).

Notary Public State of Florida
Francia E. Hoyos
My Commission HH 041695
Expires 09/13/2024

(notary seal or stamp)

Signature of Notary

Francia E. Hoyos

Name (typed, printed, or stamped)
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

WESTCARE

UPLIFTING THE HUMAN SPIRIT

THE VILLAGE SOUTH, INC.

AUTHORIZED SIGNATURE FORM

DATE: _____

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

	NAME (please type)	TITLE (please type)	SIGNATURE
I.	Prime Contracts and Subcontracts		
	Frank C. Rabbito	COO	
	Ken Ortbals	CEO	
	Linda Erath	CFO	
II.	Checks (List amount limits)		
	Kristen Chaffee	Controller	
	Alex Martinez	Director of Operations	
	Linda Erath	CFO	

2272 SW 7th Street | Miami, FL 33135
Phone: 305.573.3784 | Fax: 954-985-5850

1633 Poinciana Drive | Pembroke Pines, FL 33025
Phone: 305.573.3784 | Fax: 954-985-5850

III. Budget Revision Requests

Alex Martinez	Director of Operations	
Kristen Chaffee	Controller	Kristen A. Chaffee

IV. Payment Requests

Kristen Chaffee	Controller	Kristen A. Chaffee
Alex Martinez	Director of Operations	

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2022-2023 (Year 3)

In accordance with the 45 CFR § 75.352, as may be amended, the following is official notification from the pass-through entity (COUNTY) to the subrecipient named below regarding the federal subaward for Ending the HIV Epidemic (EHE) Initiative services covering the period of March 1, 2022 through February 28, 2023. These funds are made available in accordance with the United States Health and Human Services Department, Health Resources and Services Administration's (HRSA) Ending the HIV Epidemic (EHE) multi-year cooperative agreement, and its related legislation and regulations.

1) FEDERAL AWARD IDENTIFICATION:

i	**Subrecipient Name:** *(must match registered name in www.SAM.gov for UEI, see ii below)*	The Village South, Inc. (TVS)
ii	**Subrecipient's Unique Entity Identifier (UEI):**	CJHVFZFWN429
iii	**Unique Federal Award Identification Number (FAIN):**	UT833946
iii (b.)	**Grant Number:**	UT8HA33946
iv (a.)	**Federal Award Amount to Pass-Through Entity:**	$ 3,464,861.00
iv (b.)	**Federal Award Date:**	1/19/2022
v	**Subaward Period of Performance Start and End Date:**	March 1, 2022 through February 28, 2023
vi	**Amount of Federal Funds Obligated by this action** (by the pass-through entity to the subrecipient by this action):	$419,453.00
vii	**Total Amount of Federal Funds Obligated to the subrecipient** [by the pass-through entity including the current obligation]:	$419,453.00
viii	**Total Amount of the Federal Award** [committed to the subrecipient by the pass-through entity]:	$419,453.00

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2022-2023 (Year 3)

ix	**Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):**	For the provision of HealthTec Ending the HIV Epidemic (EHE) Initiative services which includes using telehealth technology to facilitate access to medical care, medical case management, mental health, and substance abuse counseling services for the purpose of simplifying follow-up care and helping to remove barriers to treatment adherence.
x	**Name of HHS awarding agency:**	U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA)
	Pass-through entity: Contact information for awarding official:	Daniel T. Wall, Assistant Director Miami-Dade County Office of Management and Budget-Grants Coordination 111 N.W. 1st Street, 22nd Floor Miami, FL 33128 Telephone: (305) 375-4742 Email: Daniel.Wall@miamidade.gov
xi	**Catalog of Federal Domestic Assistance (CFDA) Number and Name:**	CFDA # 93.686 - Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B; see #4 below.
xii	**Is this award a Research and Development (R&D) grant?**	No.
xiii	**Indirect cost rate for the Federal award (including if the de minimis rate is charged)?**	Up to 10% maximum per Ryan White Program legislation; see #5 below.

2) All requirements imposed by the pass-through entity (COUNTY) on the SUBRECIPIENT so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award are included herewith in the accompanying FY 2022 Professional Services Agreement for Ryan White Program Services, including its Exhibits and Attachments, as may be amended;

3) Any additional requirements that the pass-through entity (COUNTY) imposes on the SUBRECIPIENT in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports are also included herewith in the accompanying FY 2022

MIAMI-DADE COUNTY
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2022-2023 (Year 3)

Professional Services Agreement for Ryan White Program services, including its Exhibits and Attachments, as may be amended;

4) In accordance with 45 CFR § 75.352 (a)(1)(xi), as may be amended, the dollar amount made available, Assistance Listing Number (ALN) and Program Name are provided at the time of each disbursement. Please refer to the REQUEST FOR PAYMENT form for details.

5) An approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government will be accepted up to the maximum allowable by Federal Ryan White Program legislation for this Health and Human Service (HHS) Program, as indicated in section 1) xiii above, per 45 CFR § 75.414(c)(1); or, if no such rate exists, either a rate negotiated between the pass-through entity (COUNTY) and the SUBRECIPIENT in compliance with 45 CFR § 75.352; or, a de minimis indirect cost rate as defined in 45 CFR § 75.414(f) Indirect (F&A) costs, paragraph (b) of this Part;

6) A requirement that the SUBRECIPIENT permit the pass-through entity (COUNTY) and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the pass-through entity to meet the requirements of this part (45 CFR part 75) are included herewith in the accompanying FY 2022 Professional Services Agreement for Ryan White Program services; and

7) Appropriate terms and conditions concerning closeout of this subaward are also included herewith in the accompanying FY 2022 Professional Services Agreement for EHE Initiative services. Additional information will be communicated to SUBRECIPIENT in advance of any related reporting deadlines.

ADDITIONAL REQUIREMENT REGARDING ACCESS TO RECORDS:

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

The information above regarding this federal subaward is current as of: 10/4/2022.

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

Prepared by:

Signature: Courtney Gillens

Name: Courtney Gillens

Title: Special Projects Administrator II

Date: 10/4/2022

Reviewed by:

Signature:

Name: Daniel T. Wall

Title: Assistant Director

Date: 10/4/2022