



**REQUEST FOR PROPOSALS FOR
HEALTH AND SUPPORT SERVICES FOR
PERSONS LIVING WITH HIV/AIDS**

RFP NO. 0313

**ATTENDANCE AT A PRE-PROPOSAL CONFERENCE IS STRONGLY
RECOMMENDED. THE PRE-PROPOSAL CONFERENCE WILL BE HELD ON
THURSDAY, JUNE 7, 2012, AT 10:00 A.M. (E.S.T.)
AT THE MIAMI-DADE MAIN LIBRARY
101 WEST FLAGLER STREET
MIAMI, FLORIDA 33130**

ISSUING DEPARTMENT:

**Miami-Dade County, Office of Management and Budget
Grants Coordination
Ryan White Program
111 NW 1st Street, 19th Floor
Miami, Florida 33128**

**RFP Contracting Officers: Theresa Fiaño and Daniel T. Wall
Telephone: (305) 375-4742 Fax: (305) 375-4454
Email: fianot@miamidadegov or dtw@miamidadegov**

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

**Friday, July 13, 2012, at 2:00 P.M. (E.S.T.) AT
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER
111 N.W. 1st STREET, 17TH FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983**

THE CLERK OF THE BOARD BUSINESS HOURS ARE 8:00 A.M. TO 4:30 P.M., MONDAY THROUGH FRIDAY. THE CLERK OF THE BOARD IS CLOSED ON HOLIDAYS OBSERVED BY THE COUNTY. ALL PROPOSALS RECEIVED AND TIME STAMPED BY THE CLERK OF THE BOARD PRIOR TO THE PROPOSAL SUBMITTAL DEADLINE SHALL BE ACCEPTED AS TIMELY SUBMISSIONS. THE CIRCUMSTANCES SURROUNDING ALL PROPOSALS RECEIVED AND TIME STAMPED BY THE CLERK OF THE BOARD AFTER THE PROPOSAL SUBMITTAL DEADLINE WILL BE EVALUATED BY THE ISSUING DEPARTMENT IN CONSULTATION WITH THE COUNTY ATTORNEY'S OFFICE TO DETERMINE WHETHER THE PROPOSAL WILL BE ACCEPTED AS TIMELY. PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. ALL EXPENSES INVOLVED WITH THE PREPARATION AND SUBMISSION OF PROPOSALS TO THE COUNTY, OR ANY WORK PERFORMED IN CONNECTION THEREWITH, SHALL BE BORNE BY THE PROPOSER(S). PROPOSERS WHO OBTAIN COPIES OF THIS SOLICITATION FROM SOURCES OTHER THAN THE COUNTY'S OFFICE OF MANAGEMENT AND BUDGET - GRANTS COORDINATION OR ITS WEBSITE AT <http://www.miamidadegov/Grants/rfp0313-emailLogin.asp> RISK THE POSSIBILITY OF NOT RECEIVING ADDENDA AND ARE SOLELY RESPONSIBLE FOR THOSE RISKS.

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SECTION 1.0 DEFINITIONS

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

- 1) The words "Contractor" or "Provider" or "Service Provider" to mean the Proposer that received any award of a Contract from the County as a result of this RFP, which is also to be known as "the Prime Contractor," "the Prime Consultant," or "the Service Provider."
- 2) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- 3) The word "Department" to mean the Office of Management and Budget – Grants Coordination or OMB - GC.
- 4) The words "Proposer," "Submitter," or "Respondent" to mean the person, firm, entity, or organization submitting a response to this RFP.
- 5) The words "Scope of Services" or "Scope of Work" to mean Section 3.0 of this RFP, which details the work to be performed by the Contractor or Provider.
- 6) The word "Solicitation" to mean this Request for Proposal (RFP) document and all associated addenda and attachments.
- 7) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor or Provider, who contracts with the Contractor or Provider to furnish labor, or labor and materials, in connection with the work or services to the County, whether directly or indirectly, on behalf of the Contractor or Provider.
- 8) The words "Work," "Services," "Program," "Project," or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this RFP (i.e., Solicitation).

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SECTION 2.0 - RFP OVERVIEW, PROVIDER REQUIREMENTS, AND PROPOSAL PROCEDURES

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," as represented by the Office of Management and Budget – Grants Coordination, is requesting proposals from one or more qualified public or private non-profit health and support Service Providers, hereinafter referred to as the "Proposer," to provide the following services to persons living with HIV or AIDS:

1) outpatient medical care*; 2) prescription drugs*; 3) oral health care; 4) medical case management*; 5) substance abuse counseling – residential*; 6) substance abuse counseling – outpatient; 7) mental health therapy; 8) outreach services*; 9) food bank; 10) health insurance services (assistance with payment of insurance premiums through the AIDS Insurance Continuation Program, insurance deductibles, and prescription drug co-payments); 11) legal assistance; and 12) transportation vouchers.

All services listed above with an asterisk (*) will be funded with both General HIV/AIDS Population Ryan White Part A funds and Ryan White Minority AIDS Initiative (MAI) funds. MAI funds must be targeted specifically to minority populations, only.

Only public or private, 501(c)3 not-for profit organizations are eligible to apply for these funds. As such, public or private not-for profit Service Providers must be able to show proof of such status by submitting appropriate documentation in the name of the proposing organization and any subcontractors, if applicable, as part of the proposal (i.e., a Letter of Determination issued by the Internal Revenue Service stating not-for-profit status). **Failure to provide said documentation will deem the proposal ineligible for consideration.**

For-Profit organizations are not eligible to apply for these funds. Additionally, as stated in the Health Resources Service Administration's Law & Policy: Division of Services Systems Program Policy Guidance No. 4, Clarification of Legislative Language regarding Contracting with For-Profit Entities, June 1, 2000, "Grantees must prohibit non-profit contractors from serving as conduits who pass their awards to for-profit corporations and may find it necessary to monitor membership of corporate boards in enforcing this prohibition. Federal Grants Management Policy is clear that the eligibility requirements that apply to first level entities cannot be evaded by passing awards through to second or subsequent level entities that could not have received awards in the original competition."

It is anticipated that the County will enter into more than one contract as a result of this RFP process. The initial term of the contract to be awarded shall commence March 1, 2013, following approval by the Miami-Dade Board of County Commissioners, and continuing through February 29, 2014 with up to five (5) one year options to renew subject to receipt of sufficient funding from the Federal Government. The maximum estimated total dollar amount available in this RFP for all services is approximately \$19 million (\$17 million in Part A; \$2 million in MAI). The maximum percentage funding allocation for each service is indicated as part of the service definition in Section 3.0, Scope of Services.

Miami-Dade County receives federal funds pursuant to the Ryan White HIV/AIDS Treatment Extension Act of 2009 (both Part A and MAI). Part A of Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009

(Public Law 111-87) (hereinafter referred to as the Act), which includes Minority AIDS Initiative (MAI) funds (hereafter referred to as the Ryan White Program). The legislation can be obtained at: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_public_laws&docid=f:publ087.111.pdf. For the past twenty-two years since this legislation was first enacted in 1990, these funds have and continue to represent the largest dollar investment made by the federal government specifically for the provision of services for poor or underserved members of the population living with HIV infection. The purpose of the Act is to improve the quality and availability of care for individuals and families with HIV disease and establish services for persons living with HIV and AIDS who would otherwise have no access to health care and other supportive services.

Part A/MAI of this Act directs grant assistance to metropolitan areas with the largest numbers of reported cases of AIDS to meet emergency service needs. The Board of County Commissioners authorized the Mayor or the Mayor's designee to apply for, receive, and subsequently disburse these funds. In accordance with the terms of Part A of the Ryan White Act, the Board of County Commissioners also created and established the Miami-Dade HIV/AIDS Partnership (Partnership), whose purpose is to determine the needs and service priorities in the community in order to properly allocate these funds; develop a comprehensive plan for the delivery of HIV health services; and assess the efficiency of the administrative mechanism used to rapidly allocate funds to the areas of greatest need.

Community members, members of the Miami-Dade HIV/AIDS Partnership, and persons living with HIV and AIDS participated in interviews, surveys, focus groups, and a quantified needs assessment, which led to the development of the information utilized by the Partnership to establish service priorities, priority allocations, medical, and economic client eligibility requirements, and the standards of service discussed in this RFP. **Miami-Dade County will not have received notification of award for FY 2013 – 2014 from the Department of Health and Human Services (DHHS) by the time this RFP is released. Thus, award recommendations are contingent on final award notification from the DHHS and may be amended, reduced, or increased dependent on final award notification, which is expected in March 2013. Furthermore, two other major legislative matters may significantly affect future funding. First, the Ryan White Act ends September 30, 2013 and efforts to re-authorize the legislation are underway. However, allowable fundable services may be affected. Second, the Patient Protection and Affordable Care Act (ACA) which will go into full effect on January 1, 2014 may significantly limit the Ryan White Act, in whatever form, to reimburse providers for ambulatory/outpatient medical care, prescription drugs, health insurance programs, and/or other services. IT IS VERY IMPORTANT THAT ALL POTENTIAL APPLICANTS TO THIS RFP ARE COGNIZANT OF THESE, AS YET, UNRESOLVED ISSUES.**

Miami-Dade County is issuing this RFP for services funded under the Ryan White Act. It is the County's intention to solicit proposals from as many eligible respondents as are interested, to evaluate the proposals, to conduct oral presentations if necessary, to verify the information presented, and to negotiate and award agreements to the top ranked Proposers selected for funding. Proposers may respond to any one service, all services, or any combination thereof.

Proposers MUST have documented relevant experience in the service(s) for which they are applying for funds.

PROVIDER REQUIREMENTS:

All agencies recommended for funding under this RFP shall be required to comply with all terms and conditions of the contract between the County and the Provider. A copy of the contract is attached as **Exhibit 1**. At a minimum, Providers will be required to comply with the following contract terms.

- a. Medical Case Management Providers will be required to participate in Medical Case Management trainings sponsored by the County.
- b. Providers must ensure they have a method of tracking client demographic information as well as units of service.
- c. Quality Management reporting elements are established by the grantee and the County's Quality Management Provider, Behavioral Science Research Corporation, and the Provider agrees to track and report on those elements. The Quality Management Program (QPM) is a HRSA mandate.
- d. The Provider shall be required to comply with all current and subsequent HRSA policies. The Provider is responsible for ensuring they have the most recently issued policies. The policies may be obtained from the HRSA website (www.hrsa.gov).
- e. The Provider will be required to comply with the terms in the sample contract attached as Exhibit 1. However, the County reserves the right to revise the contract terms and conditions at their discretion prior to its execution.
- f. Expenditures must be in accordance with the Provider's approved budget. Under no circumstances can the administrative costs exceed 10% of the contract. All rent and utility charges are considered administrative regardless of the work being performed by staff, pursuant to Ryan White legislation. The sole exception to this policy is providers of Residential Substance Abuse services whereby clients' occupancy in the facility can be considered a direct expense.
- g. The Provider will be required to input information on clients served and units of service provided into the Ryan White Service Delivery Information System (SDIS). Please note that the County's client level database Provider may change as these services are up for bid in a separate RFP.
- h. Providers must be registered in the Central Contractor Registration (CCR) and provide the County with their Data Universal Numbering System (DUNS) number.
- i. The Provider is obligated to be familiar and comply with all of HRSA's newest monitoring standards and guidelines. They can be found at: <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>.
- j. The Provider must agree to provide services in a manner that is consistent with the "Ryan White Program Service Delivery Guidelines," which can be found on the OMB – GC website.

COMPUTER CAPABILITY

Proposers must demonstrate an adequate management information system (MIS) capability and agree to use the Ryan White Service Delivery Information System (SDIS) [or successor system]. To be compatible with the SDIS software, the minimum requirement is the availability of at least one Pentium processor-based personal computer (dual or quad core), Windows XP Professional, with at least 512MB of RAM. The computer must have internet access. Minimum and recommended system requirements connecting to the SDIS are included below.

Upon contract award, the SDIS personnel will, if not already done, provide access to SDIS and train Provider staff in its use. There is no charge for access to the system, training, or use of the system. However, the Provider must have the appropriate hardware and the

technical capability to utilize SDIS (or successor system) and upload necessary documents. County staff reserves the right to change or enhance the SDIS (or successor system) in use and require providers to comply with any and all system changes.

Item	Computer System as applicable (minimum requirements)	Computer Running System as applicable (recommended)
Operating System	MS Windows XP Professional or higher, with 1 GB RAM	Most current XP Professional (including Service Packs) with 4 GB RAM
Printer	HP Compatible/Inkjet	HP Compatible/Inkjet or Laser
Power Supply	Uninterrupted Power Supply (UPS)	Uninterrupted Power Supply (UPS)
Internet Access	High Speed Internet Access via Cable, FiOS or T1	High Speed Internet Access via Cable, FiOS or T1
Microsoft Internet Explorer	Internet Explorer 7.0 or greater	Internet Explorer 7.0 or greater
Scanner	Minimum resolution 300 dpi, duplex capability, max document size 8.5" x 14"	Maximum resolution 600 dpi, duplex capability, max document size 8.5" x 14"

2.2 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

1. RFP available for distribution (1:00 P.M. E.S.T.)..... 05/29/12
2. Pre-Proposal Conference (10 A.M. E.S.T.)..... 06/7/12
(See Section 2.5 for location)
3. Deadline for receipt of written questions (4:00 P.M. E.S.T.)..... 06/7/12
4. Deadline for Non-Binding Letter of Intent to Apply.. 6/13/12
5. Deadline for receipt of proposals (2:00 P.M. E.S.T.) 07/13/12
(See Section 2.4 for location)
6. Evaluation/Selection process..... 07/16/12 – 9/30/12
7. Oral presentations, if conducted..... TBA
8. Projected award date..... 12/15/12
9. Projected contract start date..... 03/01/13

2.3 RFP AVAILABILITY

Copies of this RFP may be obtained by contacting or visiting:

Theresa Fiaño or Daniel T. Wall
Office of Management and Budget – Grants Coordination

Ryan White Program
111 NW 1st Street, 19th Floor
Miami, Florida 33128
(305) 375-4742

OR

By downloading all files from the Miami-Dade County Ryan White Program web site after registering as a potential proposer at: <http://www.miamidade.gov/Grants/rfp0313-emailLogin.asp>.

Proposers who obtain copies of this RFP from sources other than the County's Office of Management and Budget – Grants Coordination or the link listed above risk the potential of not receiving addenda, since their names will not be included on the list of organizations participating in the process for this particular RFP. Such Proposers are solely responsible for those risks. **Application formats and forms may not be altered or manipulated in any way.**

2.4 PROPOSAL SUBMISSION

All proposals MUST be submitted on 8 ½" X 11" paper, neatly typed on one side only, with normal margins and spacing. An unbound, one-sided original and fifteen (15) unbound copies (a total of 16) of the complete proposal must be received by Friday, July 13, 2012, at 2:00 P.M. (E.S.T.). The proposal will be opened by the issuing department in conjunction with the Clerk of the Board at 2:00 p.m. the same day. The original and all copies must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number (No. 0313), the RFP title ("Health and Support Services for Persons Living with HIV/AIDS"), and the proposal due date of Friday, July 13, 2012 to:

Theresa Fiaño/Daniel T. Wall
Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 A.M. and 4:30 P.M., Mondays through Fridays (however, please note that proposals are due at the Clerk of the Board of County Commissioner's Office no later than the date and time indicated above). Additionally, the Clerk of the Board is closed on holidays observed by the County.

The original proposal **MUST** be one-sided. The fifteen copies may be double-sided. All sixteen copies **MUST** be unbound. Use binder clips or rubber bands to separate the copies. Use Arial or Times New Roman 12 point font. Tables may be in 10 point font.

The Proposal Title Page (**Attachment 1**) **must** be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer, and the Proposer must affix the organization's corporate seal to this document. In the absence of a corporate seal, the Proposal Title Page must be notarized by a Notary Public. The original copy of the proposal must be clearly marked as such on the envelope

and on the Proposal Title Page. Additional signed copies do not need to bear original signatures, corporate seal, and/or be notarized.

2.5 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference has been scheduled for Thursday, June 7, 2012 10:00 A.M. (EST). The conference will be held at the following location:

Miami-Dade Main Library
101 West Flagler Street
Miami, Florida 33130

Attendance at the Pre-Proposal Conference is **strongly recommended**. Proposers are encouraged to submit any questions in writing to the RFP Contracting Officer, Theresa Fiaño, Ryan White Program, at the Office of Management and Budget – Grants Coordination, Fax # (305) 375-4454 or e-mail fianot@miamidade.gov. Questions must be submitted by the deadline (June 7, 2012) indicated in the RFP Timetable (**see Section 2.2**). **Due to limited space at the conference, only two representatives from each proposing organization may attend.**

2.6 NON-BINDING LETTER OF INTENT TO APPLY

A non-binding Letter of Intent to apply is due by 5:00 p.m. on Wednesday, June 13, 2012. The Letter of Intent should be submitted on your organization's letterhead and include your organization's name, address, telephone number, fax number, e-mail address, contact person name, and the service priority(ies) area(s) for which your organization intends to apply. Please remember that you may apply in more than one priority area. However, only one application may be submitted by any organization. The application may contain multiple programs in multiple service priority areas. The Letter of Intent to Apply must be sent in writing by delivery, fax, or e-mail to the Contracting Officer listed on the cover of this RFP.

2.7 CONE OF SILENCE

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officers, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public

presentations made to the Board of County Commissioners during any duly noticed public meeting; or

- communications in writing at any time with any County employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

2.8 CONTRACT MEASURES

No Black/Hispanic/Women Business Enterprise measures have been assigned to this RFP.

2.9 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFP, in accordance with Section 2.5 above, no later than the deadline (June 7, 2012) for receipt of questions specified in the RFP Timetable (**see Section 2.2**). The request needs to contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, e-mail address, and facsimile number.

The County will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated RFP Contracting Officers prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**Attachment 2**). Proposers who obtain copies of this RFP from sources other than the County's Office of Management and Budget – Grants Coordination or Ryan White web site risk the potential of not receiving addenda, since their names will not be included on the vendor distribution list for this particular RFP. Such Proposers are solely responsible for those risks.

2.10 LATE PROPOSALS

The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the issuing department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence.

2.11 RFP POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

2.12 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the Proposer prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

2.13 BUSINESS ENTITY REGISTRATION

Miami-Dade County requires business entities to complete a registration application with the Internal Services Department (ISD) Procurement Management before doing business with the County. Proposers need not register with the County to present a proposal; however, the selected Proposer(s) must register prior to award of a contract, as failure to register may result in the rejection of the Proposal. To register, or for assistance in registering, contact the Vendor Information Center (305) 375-5773.

It is the responsibility of the business entity to update and renew its application concerning any changes, such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

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 RFP, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (786) 314-9560.

2.14 ORAL PRESENTATIONS

The County may require Proposers to give oral presentations, if necessary, in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations will be announced as indicated in this RFP Timetable (**Section 2.2**).

2.15 PROPOSER REGISTRATION AFFIDAVIT

Proposers are advised that in accordance with Section 2-11.1 (s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**Attachment 3**) must be completed, notarized, and included with the proposal

submission. Lobbyists specifically include the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.

Individuals substituted for or added to the presentation team after submittal of the proposal and filing by staff, must register with the Clerk of the Board and pay all applicable fees.

NOTE: Other than for the oral presentation, Proposers who wish to address the Board of County Commissioners, County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP in accordance with Section 2-11.1(s) of The Code of Miami-Dade County, Florida and Ordinance 01-162 must register with the Clerk of the Board (**Form BCCFORM2DOC**) and pay all applicable fees.

2.16 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this RFP, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal nonresponsive.

2.17 NEGOTIATIONS

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

The County reserves the right to enter into contract negotiations with the selected Proposer(s). If the County and the selected Proposer(s) cannot negotiate successful contracts, the County may terminate said negotiations and begin negotiations with another selected Proposer(s). This process will continue until contracts acceptable to the County have been executed or all Proposals are rejected. No Proposers shall have any rights against the County arising from such negotiations or termination thereof.

2.18 RIGHTS OF PROTEST

Any Proposer may protest any recommendations for contract award or rejection of all proposals in accordance with the procedures contained in **Attachment 4** of this RFP. Due to specific Federal requirements on the grievance process implemented by grantees of Ryan White funds, Proposer(s) are advised that this process must be utilized to file a protest or grievance. **The basis of any appeal for these grants is limited to failure on the part of the County to follow the procedures outlined in this RFP document.** Any remedies that result from the grievance process will be prospective in nature.

2.19 RULES, REGULATIONS, AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, state and federal directives, ordinances, rules, orders and laws relating to people with disabilities.

2.20 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the RFP requirements, includes all required documentation, is submitted in the format outlined, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive. Non-responsive submissions may be withheld from review by the Evaluation/Selection Committee(s).

2.21 CRIMINAL CONVICTION

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at the Internal Services Department, Procurement Management/Vendor Information Center at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

2.22 INSPECTOR GENERAL REVIEWS

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 indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

2.23 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a

public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.24 LOBBYIST CONTINGENCY FEES

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

2.25 COLLUSION

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

2.26 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS

Miami-Dade County Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more to include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

ATTACHMENT 5a, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104, AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED

AND SUBMITTED EVEN THOUGH THE PROPOSER(S) MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER(S) SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON ATTACHMENT 5 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

2.27 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the Proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures **(see Attachment 5b)**. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Mayor for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

2.28 AFFIRMATIVE ACTION/NON-DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (Ordinance No. 98-30)

In accordance with the requirements of County Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Sustainability, Planning and Economic Enhancement Department. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit **(see Attachment 6)**. Firms whose Board of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit **(see Attachment 7)** in accordance with Ordinance No. 98-30. These submittals shall be subject to periodic reviews

to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

2.29 BANKRUPTCY

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

2.30 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

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

2.31 DISQUALIFICATION OF PROPOSALS

Due to Federal requirements, the Proposer(s) MUST submit a categorical (line-item) budget (**Attachment 8a and 8b**) and narrative justification using the object class categories listed below. (**Attachments 9a and 9b**) provide a set of guidelines for the preparation of a budget justification as well as examples of allowable direct and indirect costs for each service category. All expenses associated with the provision of the proposed service(s), including indirect costs, must be presented on the budget form using the object class categories identified below. Failure to submit the categorical budget with your proposal will **DISQUALIFY** your submittal from consideration by the Evaluation/Selection Committee for award of funds.

Object Class Categories: 1) Personnel (Salaries and Fringe benefits); 2) Contractual Expenses; 3) Supplies; 4) Travel (local travel only); 5) Equipment; 6) Other Direct Costs; and 7) Total Indirect/Administrative Charges (Proposers are required to identify individual administrative costs under object class categories 1 through 6 above, and indicate the total sum of these costs **not to exceed ten (10) percent of the total grant request for a specific service**).

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SECTION 3.0 SCOPE OF SERVICES

3.1 GENERAL PHILOSOPHY OF SERVICE PROVISION

In order to insure comprehensive, continuous, and integrated care, the successful Proposer(s) will be required to commit to a coordinated medical case management system that promotes high standards of service and care, staff training, and the development of service linkages and referral mechanisms among participating care providers and key points of entry into the health care system including, but not limited to hospitals, emergency rooms, sexually transmitted disease clinics, adult and juvenile detention centers and correctional facilities, HIV counseling and testing sites, mental health clinics, and substance abuse treatment providers. Proposer(s) should maintain an overall philosophy that HIV infection is a chronic illness in which, with proper management, the client's quality of life can be improved and maintained over an extended period of time. Proposers must also show sensitivity to HIV/AIDS issues and cultural differences. **The goal of the Miami-Dade County Continuum of Care is to achieve 100% access to quality care and 0% disparity in health outcomes among HIV-infected individuals, especially among minority communities.**

3.2 PRIORITIES & SERVICE PROVISION REQUIREMENTS

The services included in this RFP will be provided with priority to underserved medically indigent individuals living with HIV and/or AIDS who meet current Federal Poverty Guidelines (**Attachment 10**), and who, after proper screening for eligibility under other benefit programs, do not qualify fully or partially to receive these services outside of the Ryan White Program. Services may also be provided to non-indigent clients, but such client's economic conditions must meet current Federal Poverty Guidelines and be charged fees based on a sliding-fee schedule that meets current Federal guidelines. Recipients of Ryan White services must be permanent residents of Miami-Dade County. **No cash may be provided to clients.**

3.3 SPECIAL POPULATIONS AND GEOGRAPHIC ACCESSIBILITY

Proposer(s) must demonstrate the capacity to serve clients from a geographic area beyond that of a local neighborhood, and to do so in keeping with the cultural/ethnic sensitivities of the population(s) to be served. Furthermore, special attention must be given to underserved populations, such as, low-income uninsured and medically indigent individuals and families, including women, children, youth, minority communities particularly African-American, Haitian, and Hispanic communities, pediatric and homeless populations, migrant farm workers, youth, men who have sex with men, sex workers, formerly incarcerated persons, and substance abusers.

Favorable consideration will be given to Proposers that demonstrate the ability to offer services in sites located within the major centers of the epidemic in Miami-Dade County or in areas that have historically been underserved. According to the Miami-Dade HIV/AIDS Partnership's most recent Needs Assessment, based on Miami-Dade County Health Department data, the areas with the highest numbers of people diagnosed with HIV are: Liberty City, North Miami, Little Haiti, El Portal, Miami Shores, Brownsville, Model City, Allapattah, Wynwood, Coconut Grove, Homestead, Florida City, Perrine, and Miami Beach. Areas of the County with a large proportion of HIV-infected persons as compared to the general population are Hialeah, Miami Lakes, Miami Springs, Carol City, Opa Locka, North

Miami Beach, Little Havana, Overtown, and the Roads.

3.4 CLIENT ELIGIBILITY CRITERIA

Successful proposers must document that clients who will receive Ryan White-funded services have a Ryan White Certified Referral or have documentation on file that the client to be served:

- Is HIV positive or has AIDS
- Has a documented household income that does not exceed 400% of the Federal Poverty Level
- Is a permanent resident of Miami-Dade County
- Is documented as having been properly screened for the State AIDS Drug Assistance Program (ADAP), Medicaid, Medically Needy, Medicaid Waiver, Medicare, and other public sector funding as appropriate. While clients qualify for and can access other sources of benefits/entitlement programs, they will not be eligible for Ryan White funding, except for those services, tests, and/or procedures, etc. not covered by other funding sources.

PLEASE NOTE: Several service categories (i.e., food bank, legal assistance, and transportation services, etc.) have more restrictive client eligibility criteria. Carefully review the Ryan White Program Service Delivery Guidelines Fiscal Year 2012 – 2013 (Year 22) for additional information. These Guidelines can be found on the Ryan White website for review and/or download. These Guidelines are updated every year and it is possible that new criteria may apply for Fiscal Year 2013 – 2014 (Year 23), the year that this funding starts.

3.5 MINORITY AIDS INITIATIVE (MAI) REQUIREMENTS

The following requirements will apply to the following services if funded with MAI resources: outpatient medical care, prescription drugs, medical case management, residential substance abuse treatment/counseling, and outreach services. Funding available under the MAI are identical to general Part A-funded services, except that MAI-funded services provide culturally sensitive services that target minority communities exclusively.

MAI funds are designated to reduce the HIV-related health disparities and improve the health outcomes for HIV+ minority populations such as Black/African Americans (including but not limited to Haitians), Hispanics, Native Americans, etc. The overarching goal of the MAI is to improve health outcomes by preventing transmission or slowing disease progression for disproportionately impacted communities by:

- Getting persons living with HIV disease into care at an earlier stage in their illness,
- Assuring access to treatments that are consistent with established standards of care, and
- Helping individuals and families to remain in care.

Providers qualify as "Minority Community Based Organizations" by being a non-governmental agency serving a clientele that is composed of 85% or more of racial/ethnic minority populations.

In addition, per Federal requirements, organizations funded to provide MAI services must meet the following criteria:

1. Are located in or near to the targeted community they are intending to serve;
2. Have a documented history of providing services to the targeted community(ies);
3. Have documented linkages to the targeted populations, so that they can help close the gap in access to service for highly impacted minority communities;
4. Provide services in a manner that is culturally and linguistically appropriate; and
5. Understand the importance of cross-cultural and language appropriate communications and general health literacy issues (including cultural competency, limited English proficiency, etc.) in an integrated approach to develop the skills and abilities needed by HRSA-funded Providers and staff to effectively deliver the best quality health care to the diverse populations they serve.

Providers must clearly specify the target population(s) to be served [i.e., Black/African American (including but not limited to Haitians), Hispanic, Native Americans, etc.]. If more than one racial/ethnic group is targeted, the percentage that each group will represent of the total number of clients to be served must be identified.

3.6 SERVICE DELIVERY STANDARDS

All successful proposers will adhere to the Ryan White System Wide Standards of Care (**Attachment 11**) and other applicable standards and guidelines that are relevant to individual service categories (i.e., Coordinated Medical Case Management Standards, Public Health Service Clinical Guidelines for the Treatment of AIDS-Related Disease, etc.).

The Ryan White System-wide Standards of Care will form the basis for on-going monitoring and evaluation of funded Service Providers in FY 2013-14 by the Miami-Dade County Office of Management and Budget – Grants Coordination, Ryan White Program. It is not expected that contracted organizations be in full compliance with these standards at the time of contract execution. It is expected, however, that the Service Provider has read and understands the standards, and by signing a contract the provider is agreeing to make every effort to progress towards full compliance with these standards.

3.7 PERFORMANCE IMPROVEMENT AND OUTCOME MEASURES

All Providers will develop internal performance improvement programs and collaborate with the Miami-Dade County Ryan White Program Quality Management Program contracted to Behavioral Science Research Corporation (BSR). Providers 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 Core Clinical Performance Measures for Adult/Adolescent Clients: Groups 1, 2, and 3, as amended; HAB Performance Measures for Medical Case Management, Oral Health Care, Systems-Level, and Pediatrics; Ryan White Program Minimum Primary Medical Care Standards for Chart Review; Ryan White Program Oral Health Care Standards; and/or the Performance Improvement Plan (PIP) and its addenda; where applicable. They will be responsible for collecting and reporting on specific data to measure performance and outcomes, as detailed in the

documents listed above.

Outpatient medical care, prescription drugs, medical case management, oral health care, substance abuse counseling, outreach, and mental health therapy/counseling providers must participate in external quality assurance reviews, utilizing individual standardized tools as developed by the Ryan White Program, the Performance Improvement Advisory Team (PIAT), and the Miami-Dade HIV/AIDS Partnership (Partnership). As individual standardized tools are developed by the Ryan White Program, the Performance Improvement Advisory Team (PIAT), and the Partnership for Ryan White Program-funded support services, providers will be required to utilize such tools and participate in related external quality assurance reviews.

3.8 REPORTING

The successful proposer must report monthly activity according to the recorded number of client visits, dates of service, types of procedures (if applicable), the units of service provided, and the unduplicated number of clients served.

3.9 SCOPE OF SERVICES REQUESTED

The following service category descriptions are summarized for the purpose of this RFP. More detailed descriptions can be found in the document titled, "Ryan White Program Service Delivery Policies Fiscal Year 2012 – 13 (Year 22)," which is available to download from the RFP web site link listed in Section 2.3. These Service Delivery Policies include a) Program Requirements, b) Additional Service Delivery Standards, c) Rules for Reimbursement, and d) Additional Rules for Reporting. **Proposers are strongly encouraged to read the in-depth service category descriptions from this document before responding to this RFP.**

THE FOLLOWING SERVICES ARE AVAILABLE FOR FUNDING UNDER THIS REQUEST FOR PROPOSAL. PLEASE NOTE THAT SERVICES THAT ARE FUNDED WITH MINORITY AIDS INITIATIVE DOLLARS ARE IDENTICAL TO GENERAL HIV/AIDS POPULATION PART A-FUNDED SERVICES BUT MUST ADDRESS THE PROPOSED SERVICES SEPARATELY IN DISTINCT SECTIONS. PROPOSALS MUST INCLUDE SEPARATE PROPOSED SERVICE NARRATIVES, BUDGETS, BUDGET JUSTIFICATIONS, ETC., EACH CLEARLY IDENTIFYING THE TYPE OF FUNDING REQUESTED AND THE SPECIFIC MINORITY POPULATION(S) TO BE SERVED, IF APPLICABLE. FUNDS ARE AWARDED SEPARATELY FOR EACH TYPE OF PROGRAM (PART A AND MAI):

FOR SERVICES THAT MAY BE REIMBURSED BY OTHER FUNDING SOURCES, RYAN WHITE FUNDS MAY NOT BE USED TO SUBSIDIZE THE DIFFERENCE BETWEEN THE PROVIDER'S ACTUAL COST AND THE REIMBURSEMENT RECEIVED FROM MEDICAID OR OTHER THIRD PARTY PAYORS.

All services, except for Outreach Services, are reimbursed on a fee for service basis. Attachment 12 is the Ryan White Program's Cost and Eligibility Summary which details the Ryan White Program's established reimbursement rates. Proposers may not exceed these reimbursement rates for any service in their budget calculations.

1. Outpatient Medical Care

This service includes Outpatient Primary and Specialty Care for the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. This service includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, continuing care and management of chronic conditions, and referral to a provision of specialty care, as necessary. Primary medical care for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's Treatment Guidelines and must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections.

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 - 14 allocations for Outpatient Medical Care, the maximum percentage amount of Part A funds available in this RFP to provide Outpatient Medical Care to the General HIV/AIDS Population is **45.9% and the maximum percentage amount of funds available to serve MAI Minority Populations with MAI funds is 46%.**

Providers are required to specify as part of their proposal the type of funding that is being requested, either general Part A funding or MAI funding. If both types of funding are requested, the proposal must address the proposed services separately in distinct sections. Proposals must include separate proposed service narratives, budgets, budget justifications, etc., each clearly identifying the type of funding requested. Funds are awarded separately for each type of program (General Population HIV/AIDS Outpatient Medical Care and MAI Outpatient Medical Care).

2. Prescription Drugs

This service includes the provision of medication and related supplies prescribed or ordered by a physician to prolong life, improve health, or prevent deterioration of health for HIV+ persons who do not have prescription drug coverage and who are ineligible for Medicaid, Medicare Part D, ADAP, or other public sector funding. This service pays for injectable and non-injectable prescription drugs, and non-prescription nutritional supplements, appetite stimulants, and/or related supplies for the administration of medications. Medications are provided in accordance with the most recent Ryan White Program Prescription Drug Formulary and also includes assistance for the acquisition of non-Medicaid, Medicare Part D, or ADAP reimbursable drugs, as well as the purchase of consumable medical supplies that are required to administer prescribed medications. The Formulary may be found on our website.

There are two different types of providers who may apply for these funds: 1) Federally Qualified Health Centers (FQHCs) who are a covered entity under the federal 340B Drug Pricing Program and have a not-for-profit in-house pharmacy for their eligible Part A clinic clients; and 2) Public or Not-for-profit organizations who can offer countywide service coverage and must specify provisions for home delivery of medications and related supplies and equipment for eligible Part A clients who require this service. FQHC

Providers must offer services using 340B Public Health Service (PHS) pricing. Providers that fall under the second category are allowed to offer both PHS and Average Wholesale Price (AWP) pricing options described below, unless they are also a 340B covered entity, in which case they must offer services using 340B PHS pricing.

Contracts will further stipulate that the Service Provider must be linked to an existing medical case management system through agreements with multiple medical case management providers, that a Part A Certified Referral must be completed by a medical case manager and must be attached to the prescription presented by the client or a designee.

The Certified Referral Form must include a client ID number traceable to the medical case management agency initiating the referral and a client CIS number assigned by the Service Delivery Information System (or successor system). The referring medical case management agency would be responsible for collecting and reporting all required documentation and demographic information. Providers will be contractually required to enter into formal referral agreements that will detail responsibilities of both parties and penalties for not complying with the referral agreement.

Units of Service for Reimbursement: The two (2) different unit costs for this service must utilize the following methodology(ies), as applicable to their provider type:

- 1) Providers will be reimbursed for prescription drugs based on the Average Wholesale Price (AWP) of the prescription provided to the Part A client, minus a per-prescription discount rate. Total costs should include the cost of home delivery. Providers must stipulate the discount rate that they will be subtracting from the AWP, which may not be less than 10%. (For example, if the AWP of a prescription for Atripla is \$100, and your proposed discount rate is 10%, then the straight rate is equal to \$90.00).
- 2) Providers will be reimbursed for prescription drugs based on the Public Health Services (PHS) 340B Drug Pricing Program price of the prescription provided to the Part A client, plus a flat dispensing fee. Total costs should include the cost of home delivery and other direct costs associated with the provision of this service. Providers must stipulate a flat rate that will be added to the PHS price. (For example, if the PHS of a prescription for Atripla is \$20, and your proposed flat rate is \$5.00 then the straight rate is equal to \$25.00.)

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocations for Prescription Drugs, the maximum percentage amount of Part A funds available in this RFP to provide Prescription Drug Services to the General HIV/AIDS Population is **3.1% and the maximum percentage of funds available to serve MAI Minority Populations is 5%.**

Providers are required to specify as part of their proposal the type of funding that is being requested, either general Part A funding or MAI funding. If both types of funding are requested, the proposal must address the proposed services separately in distinct sections. Proposals must include separate proposed service narratives, budgets, budget justifications, etc., each clearly identifying the type of funding requested. Funds are awarded separately for each type of program (General HIV/AIDS Population Prescription Drug Services and MAI Prescription Drug Services). Additionally, Proposers must specify and document the type of Provider status (i.e., FQHC, public, not-for-profit) they possess as well as

indicating whether they are currently a 340B covered entity or are in the process of becoming a 340B covered entity.

3. Oral Health Care

This service includes diagnostic, preventive, and therapeutic services provided by a dental health care professional licensed to provide dental care in the State of Florida, including general dental practitioners, dental specialists, and dental hygienists, and dental assistants. This service includes routine oral health care examinations and prophylaxis, X-rays, fillings, prosthetics, treatment of gum disease, oral surgery, and instruction on maintaining oral health.

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocations for Oral Health Care, **the maximum percentage amount of Part A funds available in this RFP is 9.7%.**

4. Medical Case Management

The Ryan White Program Medical Case Management service category has two (2) distinct components: **Medical Case Management** and the **Peer Education and Support Network (PESN)**. Proposers are required to provide both components of this service category.

The Health Resources and Services Administration's HIV/AIDS Bureau (HRSA/HAB) defines medical case management as a range of client-centered services that link clients with health care, psychosocial, and other services, including benefits/entitlement counseling and referral activities assisting clients to access other public and private programs for which they may be eligible (e.g., Medicaid, Medicare, Medicare Part D, State ADAP, pharmaceutical company Patient Assistance Programs, and other state and local health care and supportive services). Coordination and follow-up of medical treatments are also components of medical case management. Services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of clients' and key family members' needs and personal support systems. Medical case management includes treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatment regimens. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; (5) client-specific advocacy and/or review of service utilization; and (6) periodic re-evaluation and adaptation of the plan, at least every six (6) months, as necessary over the life of the client. It includes all types of case management encounters, including face-to-face meetings, telephone contacts, and any other documented forms of communication.

The purpose and goals of medical case management are: 1) to maintain the client in on-going medical care and treatment; 2) to coordinate services across funding streams; 3) to reduce service duplication across providers; 4) to assist the client with accessing needed services; 5) to use available funds and services in the most efficient and effective manner; 6) to increase the client's adherence to the care plan (i.e., medication regimen) through counseling; 7) to empower clients to remain as independent as

possible; 8) to improve service and client health outcomes; and 9) to control costs while ensuring that client needs are properly addressed.

Peer Education and Support Network (PESN) services include, at the option of the client, being assigned an HIV+ "Peer" (PESN, Case Aide, Peer Educator) to provide peer support, including client orientation and education about the health and social service delivery systems. The PESN Peer may assist with client intake, paperwork and applications for financial and medical eligibility, educating new clients on the process of accessing services and what to expect, as well as accompanying clients to initial appointments for medical and other services. The HIV+ Peer may also make phone calls or send mail (where authorized) to clients for the purpose of reminding them of medical appointments, in order to improve the client's attendance and reduce no-shows.

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocations for Medical Case Management, the maximum percentage amount of funds available in this RFP to provide Medical Case Management services to the General HIV/AIDS Population is **19.4%** and the maximum percentage amount of funds available to serve MAI Minority Populations is **34%**.

Providers are required to specify as part of their proposal the type of funding that is being requested, either general Part A funding or MAI funding. If both types of funding are requested, the proposal must address the proposed services separately in distinct sections. Proposals must include separate proposed service narratives, budgets, budget justifications, etc., each clearly identifying the type of funding requested. Funds are awarded separately for each type of program (General HIV/AIDS Population Medical Case Management and MAI Medical Case Management).

5. Substance Abuse Counseling - Residential

This service must be provided to HIV/AIDS clients who have a Diagnostic Manual of Mental Disorders (DSM-IV-TR) diagnosis of substance dependence in state-licensed treatment facilities, 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, family group and intensive counseling to reduce depression, anxiety and other related disorders, drug-free treatment and treatment for alcohol and other drug addictions.

Residential substance abuse treatment provides room and board, substance abuse treatment and counseling, including specific HIV counseling, in a secure, drug-free state-licensed residential (non-hospital) substance abuse treatment facility, and, when necessary, detoxification. Part A funds may not be used for inpatient detoxification.

Provider sites must be licensed by the Florida Department of Health as a Residential Substance Abuse Treatment facility. If food is prepared on site, the facility must have a food service license from the Miami-Dade County Health Department. All caregivers providing direct counseling services must possess *postgraduate degrees* in the appropriate counseling-related field, or be a *certified addiction professional* (CAP).

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocations for Substance Abuse Counseling – Residential Services, the maximum percentage amount of Part A funds available in this RFP to provide Substance Abuse Counseling – Residential Services to the General HIV/AIDS Population is 10.4% and the maximum percentage amount of funds available to serve MAI Minority Populations is 9%.

Providers are required to specify as part of their proposal the type of funding that is being requested, either general Part A funding or MAI funding. If both types of funding are requested, the proposal must address the proposed services separately in distinct sections. Proposals must include separate proposed service narratives, budgets, budget justifications, etc., each clearly identifying the type of funding requested. Funds are awarded separately for each type of program (General HIV/AIDS Population Substance Abuse Counseling – Residential Services and MAI Substance Abuse Counseling – Residential Services).

6. Substance Abuse Counseling - Outpatient

This service provides regular, ongoing substance abuse monitoring and counseling on an individual and group basis in a state-licensed outpatient setting.

Substance Abuse Counseling Level I – Professional Substance Abuse Treatment. This service includes general and intensive substance abuse therapy and counseling (individual, family, and group) provided by trained mental health or certified addiction professionals. Direct Service Providers must possess at least postgraduate degrees in the appropriate counseling-related field, and preferably, be a certified addiction professional (CAP).

Substance Abuse Counseling Level II – Counseling and Support Services. This service includes supportive and crisis substance abuse counseling by trained and supervised counselors, peers, and facilitators. Activities include forming or strengthening support groups, development of understanding of treatment options, holistic or alternative therapies (meditation, visualization, stress reduction, etc.), and other areas appropriate for individual and group socio-emotional support. Non-certified personnel providing this service will be supervised by professionals with Level I substance abuse counseling credentials.

Providers are required to specify as part of their proposal the level of service being proposed (Level I or Level II).

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocations for Substance Abuse Counseling – Outpatient Services, the maximum percentage amount of Part A funds available in this RFP is 0.6%.

7. Mental Health Therapy/Counseling

This service offers non-judgmental psychological and psychiatric treatment and counseling services to HIV+ individuals with a diagnosed mental illness. These services include individual, group, and crisis intervention counseling provided by licensed mental health counseling professionals in an outpatient setting. Mental health

therapy/counseling services are limited to conditions stemming from and treated within the context of the client's HIV or AIDS diagnosis.

Mental Health Therapy/Counseling Level I – Licensed Professional Mental Health Counseling: This service includes intensive mental health therapy and counseling (individual, family, or group) provided solely by state-licensed mental health professionals. Direct Service Providers would possess postgraduate degrees in psychology, or counseling (PhD, EdD, Psy.D) and must be licensed by the State of Florida as a Licensed Clinical Psychologist, LCSW, LMHC, or LMFT to provide such services.

Mental Health Therapy/Counseling Level II - Licensed Professional Mental Health Counseling: This service includes intensive mental health therapy and counseling (individual, family, or group) provided solely by state-licensed mental health professionals. Direct Service Providers would possess Master's degrees in psychology, psychotherapy, or counseling (MS, MA, MSW, M.Ed.) and must be licensed by the State of Florida as a LCSW, LMHC or LMFT to provide such services.

Providers are required to specify as part of their proposal the level of service being proposed (Level I or Level II).

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocations for Mental Health Therapy/Counseling, **the maximum percentage amount of funds available in this RFP is 1.4%.**

8. Outreach Services

Ryan White Program outreach services target HIV positive (HIV+) clients in need of assistance accessing HIV care and treatment who are:

- Newly diagnosed with HIV/AIDS, not receiving medical care;
- HIV+, formerly in care, currently not receiving medical care (lost to care);
- HIV+, at risk of being lost to care; or
- HIV+, never in care.

Ryan White Program outreach services are directed to those known to be HIV+ and consist of activities to a) engage and enroll newly diagnosed clients into the system of care; b) assist HIV+ clients who are lost to care with re-entry into the care and treatment system; and c) assist HIV+ clients determined to be at risk of being lost to care with their retention and access to on-going medical care and treatment.

With implementation of the Early Identification of Individuals with HIV/AIDS (EIIHA) initiative and the Expanded Comprehensive HIV Prevention Plan (ECHPP), newly diagnosed clients are the primary focus of service provision for outreach workers. Clients testing positive at state-licensed testing and counseling sites who sign an outreach consent form at their post-test counseling (Referral/Consent for Outreach Linkage to Care) will be contacted by Part A Outreach Workers for linkage to care either through medical case management or outpatient medical care. Outreach workers will enter all demographic and program-related information in the Ryan White Program's Service Delivery Information System (SDIS) for every client contacted, including those not eligible for Ryan White Program-funded medical care. Thirty (30) and sixty (60) day

follow-ups from the date of initial appointment with a medical provider or medical case manager will be tracked in the SDIS.

Once an HIV+ lost-to-care or at risk of being lost-to-care client is located or an HIV+ client newly diagnosed and/or never in care is located, a SDIS outreach referral must be made to a medical case manager or medical provider of the client's choice. The outreach worker may assist the client in obtaining necessary documentation to receive services and must accompany the person to a point of entry into the system of care. Outreach workers must follow-up on each referral to ensure that the client is enrolled in medical case management and/or outpatient medical care. NOTE: Outreach services may be provided to clients with a rapid test preliminary positive result. It is still necessary to obtain an OraSure/Western Blot test result; however, outreach services may be provided while a confirmatory test is pending.

PLEASE NOTE: All Outreach applicants should read the lengthy and detailed service description of this service category in the FY 2012 Service Delivery Guidelines.

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocations for Outreach Services, the maximum percentage amount of funds available in this RFP to provide Outreach Services to the General HIV/AIDS Population is **1.7% and the maximum percentage amount of funds available to serve MAI Minority populations is 6%.**

Providers are required to specify as part of their proposal the type of funding that is being requested, either general Part A funding or MAI funding. If both types of funding are requested, the proposal must address the proposed services separately in distinct sections. Proposals must include separate proposed service narratives, budgets, budget justifications, etc., each clearly identifying the type of funding requested. Funds are awarded separately for each type of program (General HIV/AIDS Population Outreach and MAI Outreach).

9. Food Bank

This service program is a central distribution center providing groceries, including personal hygiene products when available, for indigent HIV+ clients. The food is distributed in cartons or bags of assorted products to eligible Ryan White Program clients. Providers must offer nutritional counseling by qualified staff that is supervised by a licensed dietician or nutritionist. Clients must be documented as ineligible for Food Stamps or other entitlement programs. Clients must also have income at or below 250% of Federal Poverty Level.

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocations for Food Bank, **the maximum percentage amount of Part A funds available in this RFP is 2.1%.**

10. Health Insurance Services

There are three types of assistance under this service category: **AIDS Insurance Continuation Program (AICP), Insurance Deductibles, and Prescription Drug Co-Payments.**

AIDS Insurance Continuation Program

The AIDS Insurance Continuation Program (AICP) is a Department of Health program for Floridians who are HIV positive (symptomatic or AIDS) and need help paying their health insurance premiums, deductibles, and co-payments. This program provides assistance to clients who already have private health insurance but are not financially able to pay the premiums. This program does not provide new health insurance policies to eligible clients; it allows them to continue with their current insurance carrier. This program does not include coverage of disability or life insurance payments. The maximum amount of assistance a client may receive each month is \$750.00 (seven hundred fifty dollars) towards their monthly insurance premium. The Ryan White Program will be able to assist the client in making back payments of premiums as long as the insurance policy has not been terminated. Assistance may also be provided to facilitate conversion of group coverage (i.e., COBRA) to an individual insurance policy.

The Ryan White Part A Program supplements the State of Florida's AICP when the primary funding sources (Part B and Florida General Revenue) exhaust their funds. Ryan White Part A Program support depends on the amount allocated to this service and the amount of funds available at the time of the request. This service description covers only those services paid for by Ryan White Part A funds.

Insurance Deductibles

This program component pays for insurance deductibles for clients with private health insurance coverage who are unable to pay for this cost, thereby minimizing the client's potential reliance on the Ryan White Program (outpatient medical care and prescription drugs).

Prescription Drug Co-Insurance and Co-Payments

This program component is available to privately insured clients who are required to pay a fee for their medications. The pharmaceutical provider will bill the insurance carrier for a portion of the cost of the prescription plus the dispensing fee and Part A will cover the remaining portion of the cost for clients who meet the eligibility criteria. Assistance for both co-insurance and co-payments is restricted to those medications on the currently approved Ryan White Program Prescription Drug Formulary.

Providers are required to specify as part of their proposal the level of service being proposed (AICP, Insurance Deductibles, and/or Prescription Drug Co-Insurance and Co-Payments).

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 - 14 combined allocation for Health Insurance Services, **the maximum percentage amount of Part A funds available for Health Insurance services in this RFP is 4.0%.**

11. Legal Assistance

This service provides legal assistance to individuals living with HIV/AIDS who would not otherwise have access to these services with the goal of maintaining clients in health

care. Services include assistance with estate planning, powers of attorney, guardianship, access to benefits, health care surrogates, and other civil legal services. Funds may be used to support and complement pro bono activities and must be provided under the supervision of an attorney who is licensed by the Supreme Court of the State of Florida and, if applicable, the United States District Court of the Southern District of Florida, and who is in good standing with the Florida Bar Association. Clients eligible for this service must have an income that falls at or below 200% of the FPL.

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocation for Legal Assistance, **the maximum percentage amount of Part A funds available in this RFP is 0.9%.**

12. Transportation Vouchers

This service provides specially-designated, discounted Miami-Dade Transit Agency (MDTA) Metro (transportation) EASY Tickets to eligible HIV+ clients attending medical and/or social service appointments. This includes monthly tickets.

Providers of EASY Tickets must demonstrate coordination with Miami-Dade County transportation agencies and services, Medicaid Special Transportation, Miami-Dade Special Transportation Services (STS), and other existing transportation programs to avoid duplication of services. In addition, Providers of transportation tickets are encouraged to apply annually to the Miami-Dade Transit Transportation Disadvantaged Program in order to obtain assistance for clients eligible under that program. As a reminder, the Ryan White Program is to be used as the payer of last resort.

Allocation: Based on the Miami-Dade HIV/AIDS Partnership's FY 2013 – 14 allocation for Transportation Vouchers, **the maximum percentage amount of Part A funds available in this RFP is 0.8%.**

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SECTION 4.0 PROPOSAL FORMAT

4.1 INSTRUCTIONS TO PROPOSERS

Proposals **MUST** address all of the topics in this section in the sequence outlined in the Proposal Submission Checklist (**Attachment 13**). Proposals **MUST** contain each of the documents listed below, fully completed, signed, and notarized where required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. Responses are to be concise and consist only of the answers to the questions posed. Extraneous material or information should not be submitted. Do not exceed the specified page limitations. **All materials are to be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with standard margins and spacing. Use Arial or Times New Roman font, 12 point. An unbound, one-sided original and fifteen (15) unbound copies (a total of 16) of the complete proposal must be received by Friday, July 13, 2012, at 2:00 P.M. (E.S.T.). The Original must be one-sided; copies may be double-sided.**

4.2 CONTENTS OF PROPOSAL

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

A. Proposal Title Page

Include on the Proposal Title Page (**Attachment 1**) the services to be provided, the amount of funds being requested to provide these services, and the name/contact information for the contract coordinator or program liaison. The original copy of this form must be signed by an officer of the Proposer(s) who is legally authorized to enter into a contractual relationship in the name of the Proposer(s). The Proposer(s) must affix the proposing organization's corporate seal to the original copy of this document, and in the absence of a corporate seal this form must be notarized by a Notary Public. The original copy of the proposal must be clearly marked as ORIGINAL on the Proposal Title Page.

B. Table of Contents

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

C. Abstract for the Proposed Services (Limit 1 page per proposed service)

The abstract(s) must include the **full, legal** name of the proposing organization; corporate/tax status of proposing organization (not-for-profit); a brief description of identified service needs/demands and target geographic area/population; the number of clients to be served, the number of units of service to be provided; a brief description of the proposed program and service approach; and a total budget request.

D. Service Experience (Complete this section once in your agency's proposal and do not exceed 10 pages, not including forms and/or appendices)

1. Describe your organization's general history, including the date when the organization first started providing services. Do not limit your response to past experience in providing Ryan White Program services. **Organizations proposing to provide Minority AIDS Initiative (MAI) services must document experience in serving the minority communities targeted in their proposal.**

Identify the corporate/tax status of your organization (public, not-for-profit). Include as **Appendix 1** documentation of corporate/tax status in the name of the proposing organization and subcontractors, if applicable.

List the agency's achievements. State the full range of services that your organization currently provides. If your organization is part of a multi-program organization, provide a description of the parent organization and its involvement in the on-going operation of your service programs.

2. Describe the staff's experience providing services, including the length of time that key staff has provided services, especially services to persons living with HIV/AIDS. Describe the staff's minimum qualifications and accreditations that document the ability of staff to manage and provide the services requested in this RFP.
3. Indicate whether or not your organization is a Medicaid, Medicaid Waiver, and/or Medicare provider. Indicate the number and percentage of clients served by your organization who have been identified as Medicaid eligible. Indicate whether or not your organization is classified as a Federally Qualified Health Center (FQHC).
4. Describe your organization's capacity to respond to special client groups, such as persons with disabilities and special needs. Describe your organization's cultural and linguistic capabilities. **Organizations proposing to provide Minority AIDS Initiative (MAI) services must document the ability to provide services to targeted minority community(ies) in a manner that is culturally and linguistically appropriate.**
5. Describe your organization's client orientation and intake processes, including the familiarization of clients to services offered by the agency and those available in the community at large.
6. Describe your organization's internal client screening processes to determine medical, financial, and Miami-Dade residency eligibility for Part A/MAI services, and for services offered under other benefit programs.
7. Describe how your agency ensures that Ryan White Part A/MAI is NOT your agency's sole funding source. Describe plans that your agency has to increase your revenue over the next three years.
8. Describe the procedures or billing practices that your agency will use to bill

other third party payors such as Medicaid, Medicare, Private Insurance, etc. Describe how your organization will assure that Ryan White Program (Part A/MAI) funds will be used as payor of last resort.

9. Describe your organization's policies and procedures for conducting external referrals; explain all phases of the referral process; include, as **Appendix 2**, a list of all referral and linkage agreements, letters of commitment, or documentation of working relationships with any organization providing HIV/AIDS services. **Organizations proposing to provide Minority AIDS Initiative (MAI) services must document linkages to targeted minority communities (not just to Service Providers).**
10. Describe your system for collecting, maintaining, and reporting client level and service delivery data. Describe your organization's ability to utilize the Service Delivery Information System (SDIS) [or successor system] for assigning a unique identifier to each client to ensure accurate reporting of unduplicated client case load. Describe how your organization will ensure compliance with all Miami-Dade County and HRSA contractual reporting requirements.
11. Submit, as **Appendix 3**, a complete copy of your organization's most current certified audit verifying that the agency is on a sound financial footing and able to implement a funded service on a reimbursement basis. Financial statements do not represent a complete audit. Therefore, if a certified audit is not available, financial statements and detailed plans to comply with contractual audit requirements must be submitted as part of the proposal narrative in response to this question. At a minimum, your organization's latest IRS Form 990 must be attached. **The audit and/or audited financial statements and/or Form 990 should only be attached to the ORIGINAL proposal and not to proposal copies.**
12. Explain your organization's system for safeguarding the confidentiality of clients, including the organization's definition of confidentiality, policies regarding staff's compliance with confidentiality regulations, the organization's efforts to conduct regular training on confidentiality issues, the protection of client records, exchange and release of information, and the protection of the client's privacy. Furthermore, describe your organization's efforts to comply with the rules and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
13. Describe the process used to monitor and control the quality of care provided by staff. Describe on-going staff training activities including your organization's training curriculum, if applicable.
14. Explain your organization's policies regarding the provision of compassionate, courteous, and non-judgmental care to people living with HIV/AIDS, including a description of internal measures used to evaluate and maintain customer service practices/policies.
15. Describe your organization's current grievance procedures, or those proposed to be established for these purposes. Indicate how your organization informs clients and other Service Providers of its grievance policies, and include, as

Appendix 4, a copy of these policies. Describe how many client grievances (formal or informal) your organization received in the past twelve month period and how many of these were successfully resolved.

16. Explain how your organization solicits input from people living with HIV/AIDS in its decision-making processes; indicate whether or not the organization has an established Client Advisory Board.
17. Enclose, as **Appendix 5**, a current listing of the Board of Directors, Officers of the Organization, and Advisory Council Members; provide an ethnic/racial breakdown of Board members and of the organization's staff (paid or volunteer). Indicate how often the Board of Directors meets. **IMPORTANT: This information must be submitted by all proposing organizations, however, it is particularly relevant to proposers of Minority AIDS Initiative (MAI) services since it will be used by the Evaluation/Selection Committee appointed by the County Mayor as a criterion when determining if a proposing organization may be given special consideration to receive MAI funds.**

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

Carefully review the service definition(s) included in **Section 3.0, SCOPE OF SERVICES and in the Ryan White Program, Service Delivery Guidelines Fiscal Year 2012 – 13 (Year 22)**. In your response to this section, describe your proposed service delivery addressing all requirements and restrictions listed in the definition of the service you propose to provide.

1. Describe your organization's past experience in providing the proposed service(s), including a description of funding received (i.e., other grants, Medicaid, etc.), and the number of clients served and over what time period. **Organizations proposing to provide Minority AIDS Initiative (MAI) services must document experience in serving the minority communities targeted in their proposal.**
2. If your agency currently provides this service indicate the number of clients served by gender and ethnicity; number and level of staff providing the proposed service(s), and the source(s), amount(s), time period(s) of existing HIV/AIDS related funding; complete a Funding Source Summary Form (**Attachment 14a**) and include as **Appendix 6. Attachment 14b** is instructions for completing the Funding Source Summary Form.
3. Describe the level of need/demand for each proposed service as experienced by your organization, and the specific client group(s), by gender and race/ethnicity, in need of these services; specify the proposed program(s) target geographic area and populations to be served.
4. Provide a description of your proposed service approach and the rationale underlying the approach to be taken in providing the service; include an explanation of how your organization is planning to integrate Part A/MAI services with other services, including services your agency provides and

those available elsewhere in the community. In addition, provide a description of how your organization will provide culturally sensitive services to specific racial/ethnic groups, and how it will monitor client's adherence to treatment and how adherence problems will be identified and resolved.

5. Describe your organization's specific policies regarding quality of care in the provision of the proposed service, and describe all processes established to ensure quality of services to HIV/AIDS clients.
6. Provide a schedule of hours of operation for each proposed service, a list of sites where services will be available, and estimates of the number of clients to be served, and the number of units of service to be provided.
Organizations proposing to provide Minority AIDS Initiative (MAI) services must document that the proposed service sites are located in or near where the minority community(ies) targeted in their proposal reside or congregate.
7. If your organization is proposing to provide prescription drug services:
 - a) Indicate if your organization is currently eligible to purchase prescription drugs at Public Health Service (PHS) pricing under the federal 340B program. Specify the number of years the organization has participated in the 340B program and, if applicable, anticipated date for renewal/expiration of eligibility.
 - b) Describe how the organization will maintain and track separately the inventory of drugs purchased with Part A/MAI funds (Part A/MAI inventory must be physically separated from drugs purchased with non-Part A/MAI dollars).
 - c) Describe the organization's policies and procedures for purchasing, receiving, storing, and distributing prescription drugs.
 - d) Describe the organization's policies and procedures for maintaining and disposing of prescription drug records.
 - e) Provide a detailed explanation of how the organization calculated the proposed discount rate corresponding to AWP reimbursement and the proposed flat fee corresponding to PHS reimbursement.
8. Indicate if staff required providing the service(s) is currently employed by Proposer or if recruitment will be necessary. Identify a staff person to serve as the Contract Coordinator or liaison; said individual will monitor the contract provisions and must be available to meet with the County's staff to review activities on an "as needed" basis.

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

9. Enclose as **Appendix 7** resumes, job descriptions, and copies of required licenses for the person who will be the principal liaison to the County and key professional staff who will be providing direct services to clients. **(Approximately one page per person).**
10. Describe any innovations, standards, or best practices that have been implemented by your agency in delivering the proposed service.

F. Line Item Budget

1. Due to Federal requirements, the Proposer(s) must submit a categorical line item budget (**Attachments 8a and 8b**) and narrative justification (**Attachments 9a and 9b**) for each direct and indirect cost associated with the proposed service, using the object class categories listed below. A total dollar amount for indirect charges without a detailed breakdown on the budget form will not be accepted. Failure to submit the categorical budget with your proposal will **DISQUALIFY** your organization for consideration by the Evaluation/Selection Committee for award of funds.

Object Class Categories - Personnel (salaries and fringe benefits), contractual expenses, supplies, travel (local travel only), equipment, other direct costs, and indirect administrative charges. The line item budget should include all program related expenses for which funds are being requested. A narrative budget justification must be included as part of this section, specifying how each line item is directly related and/or necessary to the provision of direct client care and services. The justification must also include a detailed description of how unit costs and/or dispensing charges were calculated. **Indirect/Administrative costs are capped at 10%.** Proposers are required to follow the budget limitations and reimbursement caps established by OBM - GC as identified in the Ryan White Part A Service Delivery Policies Fiscal Year 2012 – 13 (Year 22) and the Cost and Eligibility Summary (**Attachment 12**).

2. Describe, in detail, your organization's history of and ability to leverage and maximize other funding streams (i.e., Medicaid, other federal grants, private foundations, private insurance, and fundraising).

Proposers are reminded that if the Office of Management and Budget - Grants Coordination, the department designated by the County Mayor to administer the grant, determines, based on average monthly reimbursements, that Service Providers are not spending at a rate that indicates they will fully expend their allocation(s) within the contract period, the dollar amount awarded to the Service Provider(s) for these categories of service will be reduced accordingly. The County has, in the past, reduced allocations of Service Providers whose monthly projections indicated they would not expend their allocations. The County will continue with this practice in the future to ensure that the level of Ryan White Program funding received by Miami-Dade County is not reduced in the coming years due to the inability to expend previously allocated grant funds.

G. Required Affidavits/Acknowledgments

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

1. All Proposers must acknowledge receipt of all the addenda issued in relation to this RFP. Acknowledgment of Addenda must be included with your proposal **(Attachment 2)**. Proposers should telephone the contact person(s) for this RFP prior to submission of their proposal to verify that they have received all addenda issued.
2. All Proposers are advised that in accordance with Section 2-11.1 (s) of the Code of Miami-Dade County, the Lobbyists Registration for Oral Presentation Affidavit must be completed, notarized and included with your proposal submission. Lobbyist specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee **(Attachment 3)**.
3. All Proposers must complete and include the Proposer's Subcontractors/Supplier Listing **(Attachment 5a)**. This form must be submitted to identify all first tier subcontractors or subconsultants which will perform any part of the contract work and all suppliers which will directly supply materials to the selected Proposer for the contract work. In addition, Proposers must complete and include, the Proposer's Disclosure of Fair Subcontracting Policies **(Attachment 5b)**. This form must be submitted to provide a statement of the Proposer's subcontracting policies and procedures. Both forms must be signed by an authorized agent of the proposing organization. **IMPORTANT: Failure to complete these forms in their entirety or indicating "Not Applicable (N/A)" on sections of the forms will deem the proposal non-responsive.**
4. Proposing organizations with **annual gross revenues in excess of \$5 million** must submit a written Affirmative Action Plan/Procurement Policy Affidavit **(Attachment 7)** which must remain on file with the Miami-Dade County's Sustainability, Planning and Economic Enhancement Department. Proposing organizations whose Board of Directors is representative of the population make-up of the nation are exempt from this requirement and may claim exemption by submitting the Affirmative Action Plan Exemption Affidavit **(Attachment 7)**.
5. Proposers must complete, if applicable, and submit prior to entering into a contract with or receiving funding from Miami-Dade County the Criminal Record Affidavit. This form, which is available from the Internal Services Department, Procurement Management/Office of Vendor Assistance at (305) 375-5773, must be submitted if the Proposer has been convicted of a felony during the past ten years.
6. Proposers must complete and submit a notarized Miami-Dade County Collusion Affidavit **(Attachment 15)**.

4.3 QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

The successful Proposers **MUST** have sufficient financial resources to meet expenses incurred during the period between the purchase of services and payment by the County. It is anticipated that the County will pay for services rendered within four (4) to six (6) weeks of the receipt of invoices, deemed correct and acceptable by the County.

4.4 PROPOSAL SUBMISSION REQUIREMENTS

All material is to be submitted on 8 1/2" x 11" paper, typed on one side only with standard margins, line and character spacing (12 characters per inch). One unbound original and fifteen (15) unbound copies (a total of 16) is required. Appendices are required to be listed in the Table of Contents. The original copy of the proposal **MUST** be clearly marked as such on the Proposal Title Page, containing original signatures, original corporate seal and/or Notary Public stamp. Additional copies of the proposal do not need to bear original signatures nor original stamps. Proposers shall include their complete return address on the outer envelope wrapper in response to this RFP. The outer envelope or wrapper for the **original and copies** of the proposal should be addressed as follows (see below):

Proposer's Name Proposer's Address Proposer's Telephone Number Theresa Fiaño/Daniel T. Wall Miami-Dade County Clerk of the Board of County Commissioners Stephen P. Clark Center 111 N.W. 1st Street, 17th Floor, Suite 202 Miami, Florida 33128 RFP No. 0313, Health and Support Services for Persons Living with HIV/AIDS - Ryan White Program Proposal Due Date – 07/13/12

SECTION 5.0 EVALUATION/SELECTION PROCESS

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

The method of contract award will be based on a qualitative appraisal rating and ranking of responsiveness to the RFP proposal format as outlined in Section 4.0. and based on point totals for each evaluation criteria and not on a percentage factor. The Evaluation/Selection Committee(s) will evaluate and rank responsive proposals on the evaluation criteria listed below. The criteria are itemized with their respective weights for a **maximum of 100 points**. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as determined by the Evaluation/Selection Committee.

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

Following the qualitative appraisal and oral presentations (if conducted), the Evaluation/Selection Committee(s) will then report its findings as to relative merit and recommendation for contract award to the County Mayor for his review and concurrence. The County Mayor will present his recommendation to the Board of County Commissioners, who, as the duly elected representatives of the residents of Miami-Dade County, have the authority to award contracts on behalf of the County.

5.1 EVALUATION CRITERIA

A. Organizational Longevity, Experience, Minority Representation on the Board of Directors or Among Professional/Volunteer Staff (15 points):

- Period of time that the proposing organization has been providing service **[Up to 4 points]**.
- Period of time that key supervisory and direct service staff has been providing services to people living with HIV/AIDS **[Up to 6 points]**.
- Representation of minority racial/ethnic groups in the organization's Board of Directors or among its professional/volunteer staff **[Up to 5 points]**.

B. Administration and Cost (20 points):

- Line-item budget is complete, well documented, and yields reasonable unit-cost calculations **[Up to 5 points]**.
- Proposing organization's financial capability to undertake the proposed scope of work on a reimbursement basis **[Up to 5 points]**.
- Proposing organization's plan for using Ryan White dollars as the funding source of last resort; the organization has demonstrated the ability to use sliding fee scales, co-payments, leverage and maximize other funding streams and/or private insurance **[Up to 5 points]**.
- Proposing organization's ability to meet Part A/MAI programmatic, fiscal, and administrative reporting requirements **[Up to 5 points]**.

C. Quality of Service Delivery (30 points):

- Proposing organization's ability to identify and address a significant gap in existing funded services for people living with HIV/AIDS, including service gaps among particular racial/ethnic groups **[Up to 5 points]**.
- Proposed services are well planned and detailed and address the

requirements included in Section 3.0, Scope of Services **[Up to 10 points]**.

- Proposing organization's documentation of working referral relations and linkage agreements with Ryan White and non-Ryan White Providers is described **[Up to 5 points]**.
- Proposing organization's mechanism for reviewing the quality of client care, to identify deficiencies, and to ensure remedy of service delivery problems; proposing organization's policy regarding compassionate, courteous, culturally sensitive, and non-judgmental service toward their clients living with HIV/AIDS; proposing organization's plan for the integration of services funded under Ryan White with other non-Ryan White services offered within the agency or externally **[Up to 10 points]**.

D. Barriers to Utilization (30 points):

- Provision of services with regards to high need areas, traditionally underserved areas, or high need populations (i.e., specific racial/ethnic groups) **[Up to 10 points]**.
- Proposing organization's ability to ensure that persons living with HIV/AIDS play a role in delivering services or making decisions within the organization **[Up to 5 points]**.
- Proposing organization's provisions for clients who are disabled or who have special needs **[Up to 5 points]**.
- Proposing organization's cultural sensitivity as demonstrated by its willingness and ability to accommodate clients of different languages, racial and ethnic groups, and other special populations **[Up to 5 points]**.
- Proposing organization's grievance process and number of formal/informal grievances and resolution **[Up to 5 points]**.

E. Compliance with RFP (5 points):

- Proposal's inclusion of all required elements without significant omissions or inconsistencies, following the required format, and its conciseness **[Up to 5 points]**.

5.2 CONTRACT AWARD

All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award(s), if any, shall be made to the Proposer(s) whose proposal(s) shall be deemed by the Board of County Commissioners to be in the best interest of the County. The Board of County Commissioners' decision of whether to make the award(s) and which proposal(s) are in the best interest of the County shall be final.

SECTION 6.0 GENERAL PROVISIONS

6.1 CONTRACT TERM AND RENEWAL

The initial term of the contract to be awarded shall commence March 1, 2013 and continue through February 29, 2014. The contract shall automatically renew on a year-to-year basis at the end of each term for a one year term, not to exceed five years from the end of the initial contract term, with the approval of both parties, upon successful completion of service delivery goals and objectives, and upon execution of a renewal agreement containing the same terms and conditions except for necessary adjustments to the maximum amounts payable.

6.2 NUMBER OF GRANTS TO BE AWARDED

It is anticipated that the County will enter into more than one agreement as a result of this RFP.

6.3 RIGHT TO INSPECT

The successful Proposer(s)' books and records, as they relate to the contracts to be awarded, **MUST** be made available for inspection and/or audit by the County, HRSA, and any organization conducting reviews on behalf of the County, without notice. In addition, all records (programmatic, fiscal, and administrative) pertaining to the contracts **MUST** be retained in proper order by the successful Proposers for **at least five (5)** years following the expiration of the agreements.

6.4 ASSIGNMENT

The successful Proposer(s) shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contracts, or any or all of its rights, title or interest herein, or its power to execute such contracts to any person, company, or corporation without the prior written consent of the County.

6.5 CANCELLATION

Either the successful Proposer(s) or the County may cancel the ensuing contracts without stated cause at any time by giving **ninety (90) days prior written notice** via registered mail/return receipt requested.

6.6 TERMINATION

If the successful Proposer(s) shall fail to fulfill, in a timely manner, the obligations under the Ryan White Part A/MAI Professional Services Agreement, or shall violate any of the covenants, agreements, stipulations, representations or warranties hereof, the County shall have the right to terminate the Agreement or reduce service by giving at least thirty (30) business days prior written notice to the successful Proposer(s) of such intent to terminate or reduce service.

6.7 PERSONNEL

In submitting their proposals, Proposers are representing that the personnel described in their proposals shall be available to perform the service described, barring illness, accident, or other unforeseeable events of a similar nature in which cases the successful Proposer(s) must be able to provide a qualified replacement. All replacements must be approved by the County prior to providing services. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Service Provider under its sole direction, and not employees or agents of the County.

6.8 INDEMNIFICATION

The successful Proposer(s) 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 Proposer(s) or its employees, agents, servants, partners principals or subcontractors. The successful Proposer(s) 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 successful Proposer(s) expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer(s) 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.

6.9 INSURANCE

The successful Proposer(s) shall furnish to Miami-Dade County, Internal Services Department, c/o Risk Management, 111 NW First Street, Suite 2340, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, Office of Management and Budget, c/o Grants Coordination (GC), 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

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

Miami-Dade County
111 NW 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-**

Dade County must be shown as an additional insured with respect to this coverage.

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

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

- E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than \$250,000.
- 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 "B" as to management, and no less than "Class V" as to financial strength, according to 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's Risk Management Division.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

- G. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.
- H. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.
- I. Applicability of this Article: Providers whose combined total award for all services funded under this Contract exceed a \$25,000 threshold. In the event that the Provider whose original total combined award in less than \$25,000, but receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements in this Article shall apply.

6.10 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Successful Proposer (s) shall comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended that governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where State laws do not prevail, the Proposer further agrees to comply with the requirements set forth in HIPAA. Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic

transfer standards that include but are not limited to:

- (1) Use of information only for performing services required under this Agreement or as required by law;
- (2) Use of appropriate safeguards to prevent non-permitted disclosures;
- (3) Reporting to Miami-Dade 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 Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- (5) Making PHI available to the client;
- (6) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;
- (7) Making PHI available to Miami-Dade County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General for an accounting of disclosures; and
- (8) Making internal practices, books and records related to PHI available to Miami-Dade County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The proposing organization 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 to Part A service recipients the COUNTY's Notice of Privacy Practices.

6.11 NEPOTISM

No relative of any officer, board of director, manager, or supervisor shall be employed by the Proposer unless the employment preceded the execution of the Ryan White Part A Professional Services Agreement by one year. No family member of any employee may be employed by the Proposer if the family member is to be employed in a direct supervisory and/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:

- (1) By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- (2) 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

(3) Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

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

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

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

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SECTION 7.0 SPECIAL TERMS AND CONDITIONS

7.1 LEVEL OF EFFORT AND FUNDING

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

7.2 CONTRACTING PROCESS

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

7.3. FUNDING RESTRICTIONS

1. Proposers agree that funds received under this RFP shall be utilized to supplement, not supplant, state and local HIV/AIDS related funding or in-kind resources made available in the year for which funds are awarded to provide HIV/AIDS related services to persons living with HIV/AIDS. In addition, Proposers must agree to make all necessary efforts to ensure that clients are appropriately screened for eligibility under all other pertinent benefits programs.

2. Funds shall not be used to:

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 payor, with respect to that 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.

b. Purchase or improve land, or to purchase, construct or make permanent improvement to any building.

c. Make direct payments to recipients of services.

3. Proposers agree that all equipment and products purchased with grant funds should be American-made.

7.4 REIMBURSEMENT

Each successful Proposer shall be required to invoice Miami-Dade County for the service for which a contract has been awarded, on a monthly basis, on or before the twentieth day of each month following the month in which the service was rendered, unless the County has granted the successful Proposer an extension in writing. Reimbursement shall be on the basis of unit cost or line item budget, where applicable. It is anticipated that the County will reimburse each successful Proposer within four (4) to six (6) weeks from receipt of complete

and error free invoices.

Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the County, by the twentieth (20th) day of each month following the month in which the service was delivered, shall deem the Service Provider in non-compliance with this covenant (unless an extension was granted) and, at the option of the County, the successful Proposer will forfeit its claim to any reimbursements for that specific month's reimbursement request, or the County may invoke the termination provision in the ensuing contract by giving five (5) days written notice of such action to be taken.

Any payment due to the successful Proposer may be withheld pending receipt and approval by the County of all reports and documents due from the Service Provider.

7.5 AWARD/BUDGET REDUCTION

If the Office of Management and Budget - Grants Coordination, the department designated by the County Mayor to administer the grant, determines, based on average monthly reimbursements, that a successful Proposer is not spending at a rate that indicates it will expend its full allocation within the contract period, the dollar amount awarded to the successful Proposer will be reduced accordingly. The County will notify the Provider, in writing, of any reductions made to existing budgets.

7.6 CERTIFICATE OF STATUS

The successful Proposer **MUST** submit to Miami-Dade County, within thirty (30) days of contract execution, a Certificate of Status in the name of the successful Proposer, which certifies the following: that the successful Proposer is organized under the laws of the State of Florida, the filing date, that all fees and penalties have been paid, that the successful Proposer's most recent annual report has been filed, that its status is active, and that the successful Proposer has not filed Articles of Dissolution.

7.7 AUDIT

The successful Proposer **MUST** provide Miami-Dade County a complete copy of its annual, agency-wide, audit reports performed by independent auditors covering each of the successful Proposer's fiscal years for which Ryan White Part funds are awarded. Audits of government entities must comply with OMB Circular A-128, audits of non-profit organizations, non-government entities, hospitals, and institutions of higher education must comply with OMB Circular A-133.

7.8 ELIGIBILITY DOCUMENTATION

The successful Proposer shall keep adequate, legible records of program-eligible clients served and the services provided to those clients as required by the County and by the U.S. Department of Health and Human Services. Furthermore, the successful Proposer shall maintain, and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth herewith. The successful proposer and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under an executed agreement for a period of five (5) years from the expiration date of the agreement and any extension thereof, unless State of Florida laws or the County's record retention schedule require a lengthier retention period.

At a minimum, the following records shall be kept:

(1) Documentation of the program-eligible client having HIV or AIDS. Said documentation shall include a copy of one (1) or more of the following: lab test results (HIV Western Blot, ELISA with Western Blot, detectable viral load or culture result; a positive HIV viral culture or test result); or a certified referral form. A PAC Waiver Notification of Level of Care (Form 603) will also be accepted as proof of a client's HIV+ status. See Exhibit A, Section 1, of the Professional Services Agreement for more details, as incorporated herein by reference.

(2) Documentation of the program-eligible client's economic status that establishes their gross household income. Said documentation shall include but not be limited to a copy of one (1) or more of the following: the client's paycheck stubs for the most current two (2) pay periods; Supplemental Security Income (SSI) checks or benefit/award letters; Social Security Disability Insurance (SSDI) benefit/award letters; Social Security Administration (SSA) benefit/award letter; Temporary Assistance for Needy Families (TANF) checks or benefit/award letters; HOPWA/Section 8 Rental Assistance Statement; other letters of Notification of Benefits (i.e., Medicaid, Medicare, Food Stamps, private disability, retirement/pension, Worker's Compensation, Veteran's Administration, WIC, Low Income Subsidy, etc.); other public assistance checks; current W2 Forms; current and signed Individual or Business Tax Return Forms; Third Party Query (TPQ) procedure screenings for verifying SSA/SSI benefit information; notarized letter from Head of Household (HOH) detailing the client's relationship to the HOH and the level of financial assistance provided to the client; income from rental property; child support/court order check; (for undocumented clients only) a letter from the employer indicating the level of pay provided to the client; a zero income letter from a shelter or residential treatment facility located in Miami-Dade County; a certified referral form; or in extreme and rare cases, a notarized self-declaration letter from the client indicating their income (which must be approved by a Ryan White Program Medical Case Management Supervisor or the Office of Management and Budget-Grants Coordination). See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility, of the FY 2012 Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

In addition, the successful Proposer shall check for property information on the property tax page of the Miami-Dade County Tax Collector website (www.miamidade.gov/proptax/) to ensure that all Ryan White Program-eligible clients are screened at initial intake and at each 6-month re-assessment to ensure that program-eligible clients do not have additional income from rental property. Clients who have more than one property listed in their name must have their gross household income adjusted accordingly. Documentation to support the completion of this search (showing additional properties or no properties) must be filed in the client's chart.

(3) Documentation of the program-eligible client's permanent physical residency in Miami-Dade County. Such documentation shall include but not be limited to, a copy of one (1) of the following forms of documentation showing the client's physical living address in Miami-Dade County: the client's current and valid, government-issued State of Florida driver's license or State of Florida Identification Card; rental lease, mortgage documents or rent receipts in the name of the client; notarized

Head of Household (HOH) letter only if the client physically resides with the person completing the HOH letter; property search of Miami-Dade County Tax Collector website (www.miamidade.gov/proptax/) if the residence is listed in the client's name; Declaration of Domicile (Form 578; also known as the Declaration of Residence) as issued by the Miami-Dade County Courthouse; utility bills in the client's name; Department of Corrections Certification; a zero income letter from a shelter or residential treatment facility located in Miami-Dade County; or a certified referral form.

(4) Service eligibility determination must be made and documented based on the most current Ryan White Program Service Delivery Guidelines and the corresponding Ryan White Program Cost and Eligibility Summary Chart.

7.9 RECORDS TRANSFER

The successful Proposer must make available client records, as permissible by law, within **ten (10) working days** from the receipt of a written request or consent from the client.

7.10 REPORTS

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

- A. Monthly reimbursement requests - service utilization reports;
- B. Client level intake information; and
- C. Special requests for additional information, as necessary, to comply with Federal and County requirements.

All reports are subject to on-site verification and audit of Provider records. Failure to submit any and all reports in a manner deemed acceptable by the County, by the date(s) and time(s) to be specified, shall deem the Provider in non-compliance with this covenant and the County will invoke the termination provision in the ensuing contract by giving thirty (30) business days written notice of such action to be taken.

7.11 PROGRAM EVALUATION

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

7.12 SERVICE PROVIDER'S INTERNAL GRIEVANCE PROCEDURE

The successful Proposer must establish internal grievance procedures and cooperate with

the Miami-Dade HIV/AIDS Partnership and the County, in addressing all complaints and/or problems identified by clients and/or other care providers. The successful Proposer's internal grievance procedure must include, at a minimum, the following: successful Proposer's written response to the grievant; a meeting with the organization's Executive Director, board member, or their designee; and a timeline for addressing grievances.

7.13 MIAMI-DADE HIV/AIDS PARTNERSHIP NOTICES

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

7.14 LICENSES

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

7.15 ASSIGNMENT

The successful Proposer must agree to assign any proceeds to the County from any contract, including this agreement, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the successful Proposer has a controlling financial interest in order to secure repayment of any loan made to the successful Proposer under this or any other agreement for which the County discovers through its inspection, review and/or audit was not reimbursable. "Controlling interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity.

7.16 RECAPTURE OF FUNDS

The County retains the right to recapture any funds disbursed to the successful Proposer to which the successful Proposer was not entitled. Upon written notice to the successful Proposer, the County shall have the right to withhold any payments under this agreement or seek reimbursement directly from the successful Proposer. Upon withholding or seeking reimbursement from the successful Proposer, the County has the right to retain said funds.

7.17 DAMAGES

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



ATTACHMENTS

HEALTH AND SUPPORT SERVICES FOR PEOPLE LIVING WITH HIV/AIDS RFP No. 0313

**RYAN WHITE PROGRAM
PROPOSAL TITLE PAGE
HEALTH AND SUPPORT SERVICES FOR
PERSONS LIVING WITH HIV/AIDS
RFP NO. 0313**

Full, Legal Name of Organization	Local Address of Organization

Contact Person - (Liaison)	Contact Person - Address

Contact Person - Phone Number	Contact Person - Fax Number

Contact Person - E-Mail Address	Federal Employer Identification Number

Proposing Organization's Data Universal Numbering System (DUNS) Number -->	
--	--

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

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

Authorized Signature	Typed Name	Title	Date

Corporate Seal

OR

Sworn to and subscribed before me
this day of , 20__.

--

NOTARY PUBLIC, State of Florida
at Large

ACKNOWLEDGEMENT OF ADDENDA

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

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

Addendum #1, Dated _____, 201__

Addendum #2, Dated _____, 201__

Addendum #3, Dated _____, 201__

Addendum #4, Dated _____, 201__

Addendum #5, Dated _____, 201__

Addendum #6, Dated _____, 201__

Addendum #7, Dated _____, 201__

Addendum #8, Dated _____, 201__

Addendum #9, Dated _____, 201__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

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

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

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

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

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank)

 (Serial Number, if any)

Miami-Dade County Ryan White Program Part A Grantee Grievance Procedures and Process

ARTICLE I

PREAMBLE

Miami-Dade County (hereinafter "County") adopts the following Grievance Procedures to provide an orderly procedure for resolving disputes concerning deviations from an established, written priority setting or resource allocation process (e.g., failure to follow established conflict of interest procedures), and deviations from an established, written process for any subsequent changes to priorities or allocations and those attendant rules and regulations that may effect such deviations from established processes, priorities, or allocations. These Grievance Procedures are hereby adopted by the County in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009). This legislation was first enacted in 1990 as the Ryan White CARE (Comprehensive AIDS Resources Emergency) Act; and has been amended and reauthorized four times (in 1996, 2000, 2006, and 2009).

It is the policy of the County that an equitable solution of any grievance should be secured at the most immediate administrative level. These procedures should not be construed as limiting the right of any organization to discuss any concern with any member of the County. Nothing in this procedure shall be interpreted to limit the County's exclusive final authority over the management of the County's contracting and award process and selection of contractors and their awards.

ARTICLE II

DEFINITIONS

1. **Arbitration:** The submission of a dispute to an impartial or independent individual or panel for a binding determination. Arbitration is usually carried out in conformity with a set of rules. The decision of an arbitrator generally has the force of law, although it generally does not set a precedent.
2. **Arbitrator:** An individual or panel of individuals (usually three) selected to decide a dispute or grievance. Arbitrators may be selected by the parties or by an individual or entity.
3. **Binding:** A process in which parties agree to be bound by the decision of an arbitrator or other third party.
4. **Costs:** Charges for administering a dispute settlement process.
5. **County:** Miami-Dade County.

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6. **Day:** Refers to a calendar day or a business day, but excludes weekends and the County's recognized holidays. Either reference point can be used, as long as the Grievant and the person or group against which the grievance is brought understand the applicable time frame.
7. **Dispute Prevention:** Techniques or approaches that are used by an organization to resolve disagreements at as early and informal a stage as possible to avoid or minimize the number of disputes that reach the grievance process.
8. **Elements of Due Process:** An activity in which the following procedural safeguards are required: (a) Adequate notice to the affected individual or organization; (b) Right of the individual or organization to be represented by counsel; (c) Opportunity for the individual to refute the evidence presented by the County or the basis of the action taken by the County including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the individual or organization may have; (d) A decision on the merits.
9. **Facilitation:** A voluntary process involving the use of techniques to improve the flow of information and develop trust between the parties to a dispute. Involves a third party (facilitator) who, as in mediation, uses a process to assist the parties in reaching an agreement that is acceptable to the parties.
10. **Facilitator:** A third party who works with the parties to a dispute, providing direction to a process. A facilitator may be independent or may be drawn from one of the parties, but must maintain impartiality on the topics under discussion.
11. **Grantee:** Miami-Dade County.
12. **Grievance:** A complaint or dispute that has reached the stage where the affected party seeks a structured approach to its resolution.
13. **Grievant:** A person or entity seeking a structured resolution of a grievance; or any person or entity whose grievance is presented to the County in accordance with this procedure.
14. **Hearing Officer:** shall mean a person selected in accordance with this policy to hear grievances and render a decision with respect thereto.
15. **Individual:** An adult person (or persons), organization, agency, or governmental entity that is the direct object of the County's action, ruling or policy.
16. **Mediation:** A voluntary process in which an impartial and usually independent third party assists parties to a dispute in reaching an acceptable resolution to the issues in the dispute. Mediation may involve meetings held by the mediator with

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the parties together and separately. The results of mediation can become binding on the parties if the parties agree to make it binding.

17. **Mediation/arbitration (med/arb):** A mixed approach in which parties agree to mediate their differences and submit those issues that cannot be resolved through mediation to arbitration. This technique helps to narrow the issues submitted to arbitration. The parties may agree to use separate mediators and arbitrators for different stages of the process, or they may use the same third party.
18. **Mediator:** A trained, impartial and usually independent third party selected by the parties to the dispute or by another entity to help the parties reach an agreement on a determined set of issues.
19. **Neutral:** An independent third party, including a mediator or arbitrator, selected to resolve a dispute or grievance.
20. **Non-binding:** Techniques in which the parties to a dispute attempt to reach an agreement. The results must be agreed to by both parties; results are not imposed by the third party as they are in binding arbitration or in a judicial proceeding.
21. **Organization:** An organized provider, consumer group, advocacy or service organization under incorporation with an adopted set of by-laws and elected officers.
22. **Party:** One of the participants in the grievance process. This includes the Grievant (or person or group) who brings the grievance action, and the person or group against which the grievance is brought.
23. **Remedy:** Relief or result sought by a Grievant in bringing a grievance. It can include money damages or a process change. For the purpose of these procedures, any remedies that result from this process will be prospective only.
24. **Standing:** The eligibility of an individual or entity to bring a grievance. In the case of locally drafted grievance procedures under the CARE Act reauthorization, standing refers to a directly affected individual or entity challenging a decision with respect to funding.
25. **Third Party:** An independent or impartial person, including a facilitator, mediator, ombudsman or arbitrator, selected to resolve a dispute or grievance or assist the parties in resolving a dispute or grievance.
26. **With respect to funding:** The County's contracting and award process and allocations or selection of contractors and their awards.

ARTICLE III

Miami-Dade County Ryan White Program Part A Grantee Grievance Procedures and Process

THE GRIEVANCE PROCESS

A. REQUESTS FOR GRIEVANCES AND NOTICE OF HEARING

1. **Requests for Grievance:** A Grievant shall have ten (10) working days from the date of the alleged incident giving rise to the grievance to file a written grievance with the County. The grievance shall set forth with particularity the dispute to be addressed by the County, Mediator, Hearing Officer, or Arbitrator. All grievances which are timely filed are deemed sufficient if made in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the County at the following address: (or to such other address to be determined by the County):

Miami-Dade County
c/o Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 19th Floor
Attn: Theresa Fiaño, Program Director

Failure to timely file said grievance shall result in a refusal by the County, Mediator, Hearing Officer, or Arbitrator to consider the merits of the grievance. A Grievant's failure to timely file the grievance shall result in and be deemed a waiver of any and all rights afforded herein.

2. **Determination of Ripeness and Jurisdiction:** All grievances shall be reviewed by the Office of Management and Budget-Grants Coordination, in consultation with the County Attorney's Office, to determine the ripeness of the grievance and/or jurisdictional issues. In the event it is determined that the grievance is not ripe or that there is a lack of jurisdiction, the Office of Management and Budget-Grants Coordination shall notify the Grievant in writing within ten (10) days of receipt of the grievance. A copy of said notice shall be sent to the County Attorney.

3. **Notice of Hearing:** At least ten (10) days prior to any procedure described below, the County shall deliver a notice of hearing to the parties by personal service or certified mail. Such notice shall include the date, time and place at which the hearing is held.

4. **Fees:** As a condition of initiating any grievance within the scope of this grievance process, the Grievant shall present to the Clerk of the Board a nonrefundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

Miami-Dade County Ryan White Program Part A Grantee Grievance Procedures and Process

<u>Contract Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

Filing fees, or any other monies received as payment of protest costs, shall be deposited in a special account administered by the Clerk of the Board and shall be used by the Clerk solely for the purpose of defraying the cost of the mediator, hearing examiner and/or arbitrator, and the Clerk's costs of administering the County's grievance program. If, at any given time, there are insufficient funds available in said special account to pay said costs the requesting department shall be responsible for reimbursement of any shortage to the Clerk of the Board.

B. TYPES OF GRIEVANCES COVERED BY THE PROCEDURE AND WHO MAY BRING A GRIEVANCE

1. Types of County Grievances

The following County processes may be grieved:

- a. Disputes concerning the County's contracting and award process; and the County's allocations or selection of contractors and their awards.

2. Who May Grieve

- a. Solely providers eligible to receive Ryan White Program Part A and/or Minority AIDS Initiative (MAI) funding within the Miami-Dade County Eligible Metropolitan Area (EMA) and who have submitted a rejected proposal pursuant to the County's Request for Proposal process may file a grievance with the County.

C. GRIEVANCE INITIATION AND PRELIMINARY DIRECT MEETING

[Maximum amount of time to complete grievance process once initiated: thirty (30) working days]

Throughout the grievance process (including both non-binding and binding resolution), the following is considered to be public information: the specific process being grieved, the identity of the party submitting the grievance, and the resolution agreed upon. However, any other information shared during the grievance process is considered confidential and shall not be

Miami-Dade County Ryan White Program Part A Grantee Grievance Procedures and Process

shared with parties who are not involved in the process. The procedures for Grievance are as follows:

(1) Step 1 –Submittal of Grievance

Individuals or entities wishing to grieve a County process must: (a) submit their Grievance in writing to OMB – GC noting how the County failed to follow the process as outlined in the RFP; (b) submit it in accordance with the provisions set forth in Article III ten (10) working days after the completion of the County process that is the subject of the grievance.

(2) Step 2 –Review for Allowance

The County will distribute a copy of the submitted Grievance to members of a Grievance Committee, which must include at least one (1) person living with HIV/AIDS, created under these procedures.

The committee members must be:

- (a) Familiar with the work of the County and the HIV/AIDS service delivery system; and
- (b) Independent of the specific process that is the subject of the grievance; and
- (c) Free of direct interest in the outcome of the process being grieved.

The Grievance Committee will determine whether the grievance is allowable as defined by section B(1) of these Procedures.

Within ten (10) working days from its submittal date, the Grievant must be notified in writing whether or not the grievance is allowable.

(3) Step 3 –Direct Meeting

Within ten (10) working days after Step 2 is completed, the Grievant will meet with the County's representative most appropriate to address the concerns of the Grievant. This meeting will take place at a location agreed to by all parties. The purpose of the direct meeting is to address the concerns of the Grievant and, if possible, make mutually satisfactory adjustments to the grieved process for future implementation. The Grievant shall bear his/her or its own expenses with respect to Paragraph C, Steps 1, 2 and 3 of the Procedures for Grievances.

D. NON-BINDING MEDIATION

[Maximum amount of time to complete non-binding mediation: twenty (20) days]

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(1) Step 4 –Selection of Mediator

If resolution of the grievance is not achieved through Step 3, a mediator will be chosen. Selection of this mediator must take place **within ten (10) working days** of the end of Step 3.

The mediator must be:

- (a) Independent of the specific processes that is the subject of the grievance;
- (b) Free of direct interest in the outcome of the process being grieved; and
- (c) Approved by both the Grievant and the County before beginning his/her work.

In order to expedite the Grievance Process, the County will create and maintain a pool of at least five (5) persons willing to serve as mediators in this process. These persons are not to be employees or agents of the County and may be from outside the geographic area of the EMA.

The Grievant and the County shall agree as to a date, place and time for meeting with the mediator. The Grievant shall bear his/her or its own expenses. The County shall bear expenses of any County members. The expenses of the mediator shall be borne one-half by the County and one-half by the Grievant. The Grievant's half of the estimated costs of the mediator must be paid directly to the mediator before mediation begins.

The parties shall set the per diem rate of the mediator. No County employee or agent shall receive such per diem service on his/her service. Each party shall be responsible for producing his/her or its own witnesses and shall bear expenses for same.

(2) Step 5 –Mediation

Once the mediator is selected, mediation will take place within a period of **ten (10) working days** at a location agreed to by both parties. During this time, the mediator is responsible for:

- (a) Investigating the grievance;
- (b) Mediating between the County and the Grievant; and
- (c) Pursuing a solution that is mutually satisfactory to both parties.

E. INFORMAL HEARING

(1) Step 6 – Hearing

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a. When the County notifies the individual of an action the County shall also include in that notice that any grievance hearing requests shall be in accordance with the expedited grievance procedure.

b. The Grievant shall have seven (7) calendar days from the date of the notice in which to file a written request for an informal expedited non-binding arbitration hearing to the County. The written request shall specify: (a) The reasons for the grievance; and (b) The action or relief sought.

c. The Grievant shall NOT have the grievance informally discussed as outlined in Section C.

d. Within ten (10) calendar days of receipt by the County of the Grievant's request for a hearing, the Executive Committee or its designee shall notify the individual of the selection of a Hearing Officer. The individual has five (5) calendar days from the date of the notice to submit comments as to the selection of the Hearing Panel or Hearing Officer.

e. Upon the Grievant's compliance with subsection 3 of this section, a hearing shall be scheduled by the Hearing Officer promptly for a time and place reasonably convenient to both the Grievant and the County, not in excess of five (5) working days of the selection of the Hearing Officer. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the Grievant and the appropriate County official.

f. The hearing shall be held before a Hearing Officer.

g. The Grievant shall be afforded a fair hearing, which shall include: (a) The opportunity to examine before the grievance hearing any County documents, including records and regulations, that are directly relevant to the hearing. The Grievant shall be allowed to copy any such document at the Grievant's expense. If the County does not make the document available for examination upon request by the Grievant, the County may not rely on such document at the grievance hearing; (b) The right to be represented by counsel or other person chosen as the Grievant's representative, and to have such person make statements on the Grievant's behalf; (c) The right to a public hearing; (d) The right to present evidence and arguments in support of the Grievant's complaint, to controvert evidence relied on by the County, and to confront and cross-examine all witnesses upon whose testimony or information the County or project management relies; and (e) A decision based solely and exclusively upon the facts presented at the hearing.

h. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

Miami-Dade County Ryan White Program Part A Grantee Grievance Procedures and Process

i. Except in the case of an expedited grievance procedure, if the Grievant or the County fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not more than five (5) business days or may make a determination that the party has waived his right to a hearing. The Hearing Officer shall notify both the Grievant and the County of the determination.

j. At the hearing, the Grievant must first make a showing of an entitlement to the relief sought and thereafter the County must sustain the burden of justifying the County action or failure to act against which the complaint is directed.

k. **Conduct of the Hearing:** The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the County, the Grievant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

- (1) Any party or Hearing Officer may call, examine and cross-examine witnesses, and introduce documentary and other evidence into the record. Upon offering an exhibit into evidence at a hearing, a party shall provide an original and four copies to the Hearing Officer, and simultaneously furnish copies to all parties.
- (2) All relevant and material evidence, oral or written, may be received. Hearsay evidence shall be accorded such weight as the circumstances warrant. In its discretion, the Hearing Officer may exclude irrelevant, immaterial or unduly repetitious evidence. A party is entitled to represent his or her case by oral and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination. Both parties may appear in person or through any duly authorized representative.
- (3) The burden of persuasion, or duty of producing evidence to substantiate any allegation raised in the grievance, remains with the Grievant in all hearings before the Hearing Officer.

l. The Hearing Officer shall open the hearing at the time and place specified in the notice of hearing, or soon thereafter as a Hearing Officer can be obtained. After a reasonable time, if it is determined by the Grievance Committee that no Hearing Officer can be obtained, the hearing shall be continued until such time as a Hearing Officer or Hearing Panel can be obtained.

Miami-Dade County Ryan White Program Part A Grantee Grievance Procedures and Process

m. Either party may request a continuance. A continuance may be granted solely at the discretion of the Hearing Officer.

n. The Grievant or the County may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

o. The County must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Grievant is visually impaired, any notice to the Grievant, which is required under this section, must be in an accessible format.

p. The Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing, but not in excess of seven (7) business days for a standard hearing and not excess of three (3) business days in the case of an expedited grievance hearing. A copy of the decision shall be sent to the Grievant and the County. The County shall retain a copy of the decision in the Grievant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the County and made available for inspection by a prospective Grievant, his representative, or the Hearing Panel.

q. The decision of the Hearing Officer shall be binding on the County which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the County determines within a reasonable time, not to exceed thirty (30) calendar days, and promptly notifies the Grievant of its determination, that (a) The grievance does not concern County action or failure to act which adversely affect the Grievant's rights, duties, welfare or status; and (b) The decision of the Hearing Officer is contrary to applicable Federal, State or local law, regulations or requirements of the contract between the HRSA and the Miami-Dade County.

r. A decision by the Hearing Officer, or Board of Commissioners in favor of the County or which denies the relief requested by the Grievant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Grievant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

s. **Expenses:** The County shall bear the administrative costs of the hearing as described above, including location costs and any costs related to the Hearing Officer. All other expenses, including the expense of counsel for the Grievant, personal transportation, and meals shall be borne by the Grievant.

F. BINDING ARBITRATION

Miami-Dade County Ryan White Program Part A Grantee Grievance Procedures and Process

[Maximum amount of time to complete binding arbitration once initiated: twenty (20) working days]

If a mutually satisfactory resolution of the grievance is not achieved within the period allotted for mediation, the Grievant may seek to resolve the grievance through binding arbitration.

(1) Step 7 –Submittal of Request for Binding Arbitration

The Grievant must submit a completed Request for Binding Arbitration Form to the County **within ten (10) working days** of the conclusion of mediation. **Within five (5) working days** of submittal of the Request for Binding Arbitration For, the County's representative will (a) notify the County that a Request for Binding Arbitration Form has been submitted; (b) notify the County's contractor for arbitration of the request; and (c) notify the Grievant in writing whether or not the grievance is eligible for binding arbitration.

(The request for Binding Arbitration will be considered eligible as long as steps 1 through 5 above have already been completed).

(2) Step 8 –Arbitration

Within five (5) working days from the date the Request for Binding Arbitration Form is submitted, the third-party arbitrator will forward to both the Grievant and the County's representative previously established rules of arbitration, which will be followed through the remainder of the arbitration process. The arbitration process will include steps which the arbitrator deems necessary to reach a decision, according to the arbitrator's previously established rules, provided such rules are satisfactory to both parties. The Grievant and the County shall agree as to a date, place and time for meeting with the arbitrator. The Grievant shall bear his/her or its own expenses. The County shall bear expenses of any County's employees or agents. The expenses of the arbitrator shall be borne one-half by the County and one-half by the Grievant. The Grievant's half of the estimated costs of the arbitrator must be paid directly to the arbitrator before arbitration begins. The parties shall set the per diem rate of the arbitrator. No County member shall receive such per diem service on his/her service. Each party shall be responsible for producing his/her or its own witnesses and shall bear expenses for same. The arbitrator must complete the arbitration process and provide a binding decision for future implementation **within fifteen (15) working days** of notification.

ARTICLE IV

SUNSHINE LAWS

**Miami-Dade County Ryan White Program Part A Grantee
Grievance Procedures and Process**

All meetings concerning any grievance filed under these Procedures must comply with Florida's Government in the Sunshine laws and Article XII of the Bylaws of the County. Public notice of all meetings shall be given in accordance with State and local requirements. Meetings shall be open to the public. Written notice shall be given at least thirteen (13) calendar days in advance of any regularly scheduled County meeting date.

ARTICLE V

AMENDMENTS

Any amendments that need to be made to these procedures shall only be made after a 30-day public comment period is allowed and then only after the County has considered the comments received.

Acknowledgement of Receipt of Grievance Procedures:

IN WITNESS WHEREOF, the undersigned hereby acknowledges that he/she has received a copy of this procedure and has read or has had read to him/her the procedures outlined in this Grievance Procedure.

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract. A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

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

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

Signature of Proposer's Authorized Representative	Print Name	Print Title	Date
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(Duplicate if additional space is needed)

Form A-5(new 5/7/99)

<p>FAIR SUBCONTRACTING POLICIES (Section 2-8.8 of the Miami-Dade County Code)</p>

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

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

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____



MIAMI-DADE COUNTY, FLORIDA
DEPARTMENT OF PROCUREMENT MANAGEMENT
AFFIRMATIVE ACTION PLAN UNIT

RFP No. 0313
ATTACHMENT 6

Affirmative Action Plan Affidavit

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenue in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing, notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have a written affirmative action plan and procurement policy in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please complete the affidavit as directed and return the completed affidavit along with a cover letter on your company's letterhead, listing the company's address, phone and fax numbers, and any required documents, to:

Miami-Dade County, Department of Procurement Management
Affirmative Action Plan Unit
111 NW 1st Street, 13th Floor
Miami, FL 33128

Please provide the following information (check all that applies):

Name of Company: _____ Company's FEIN: _____

- ☐ My company provides ☐ engineering, ☐ architectural, ☐ landscape architecture, ☐ land surveying/design build services, and/or ☐ mapping services. Therefore, enclosed is our company's affirmative action plan and procurement policy for review.
- ☐ My company has annual gross revenues in excess of \$5,000,000. Therefore, enclosed is our company's affirmative action plan and procurement policy for review.
- ☐ My company has annual gross revenues less than \$5,000,000.

If at any time the Miami Dade County has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies. The County may initiate debarment and/or pursue other remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform Miami Dade County of such changes in writing.

Executed by:

Signature of CEO/President or Designated Representative

Printed Name of CEO/President or Designated Representative

Sworn before me

On this _____ Day of _____

Signature of Affirmative Action Officer

Notary Public

Printed Name of Affirmative Action Officer



**AFFIRMATIVE ACTION PLAN
EXEMPTION AFFIDAVIT
(Ordinance 98-30)**

Project No. _____

Project Name: _____

I being duly first sworn, upon deposes that _____ has a Board
Name of Company

of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Internal Services Department (ISD) under the file No. _____ and the expiration date of _____

Witness: _____
Signature

Signature

Witness: _____
Signature

By: _____
Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars to have an affirmative action plan and Procurement Policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt and must complete the affidavit.

For questions regarding these requirements contact the Miami-Dade County Internal Services Department at (305) 375-5289.

**THIS EXEMPTION AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER
AND RETURNED TO:**

**Miami-Dade County
Internal Services Department
Stephen P. Clark Center
111 N.W. 1st Street, 13th Floor
Miami, FL 33128-1900**

LINE ITEM BUDGET FORM

Proposing Organization		Service Category		Budget Period	

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

*Total not to exceed 10% of Total Amount Requested per Service Category

LINE ITEM BUDGET FORM

Proposing Organization		Service Category		Budget Period				
Object Class Categories		Ryan White		Other Funding		General Oper./ Private	Total Cost For Budget Period	Percent to be Charged to MAI
MAI Service Costs	MAI Indirect/Admin. Costs*	Other Part A / MAI Funds	All Other Federal Funds	City and/or State				
COSTS:								
Personnel								
1. Position								
Fringes								
2. Position								
Fringes								
3. Position								
Fringes								
4. Position								
Fringes								
5. Position								
Fringes								
6. Position								
Fringes								
7. Position								
Fringes								
Travel								
Supplies								
Equipment								
Contractual								
Other Direct Costs:								
Other Direct Costs:								
Other Direct Costs:								
Other Direct Costs:								
Other Indirect/Admin. Costs:								
Other Indirect/Admin. Costs:								
TOTAL								
TOTAL AMOUNT REQUESTED								
*Total not to exceed 10% of Total Amount Requested per Service Category								

Instructions for Completing
Line Item Budget Form

1. In the box titled "Proposing Organization," please indicate the full legal name of the proposing organization.
2. In the box titled "Service Category," please indicate the name of the service category that the proposing organization will provide if awarded funding under the Ryan White Program. **NOTE: A separate line item budget form is required if both Part A and Minority AIDS Initiative (MAI) funding is being requested for an applicable service category.**
3. In the box titled "Budget Period," please indicate the time period as **March 1, 2013 through February 28, 2014**, the time during which the proposing organization will provide services and allocate funds if awarded a contract under RFP No. 0313 to provide the service identified in Item #2 above.
4. In the spaces provided under the column labeled "Object Class Categories," **FIRST**, list all direct service personnel and fringe benefits for each proposed position. **NEXT**, list all proposed indirect/administrative personnel and their fringe benefits. For all staff listed, indicate their position title, first initial and last name (at a minimum), as well as the percent at which the fringe benefits are calculated. **THEN**, in the following order, list travel for direct service personnel, direct service supplies, direct service equipment, contractual direct services, any other direct costs (please see below for more information regarding allowable direct costs), and any other indirect/administrative costs to be allocated to this service category.
5. In the column labeled "Part A (or MAI) Service Costs," please indicate, for this service category only, the amount for each line item to be funded by Part A (or MAI) as a direct cost if the proposing organization is awarded funding. Throughout the budget form, please round to the nearest whole number; do not use decimals.
6. In the column labeled "Part A (or MAI) Indirect/Admin. Costs," please indicate the amount of indirect/overhead/administrative costs to be covered by Part A (or MAI) for each applicable line item (i.e., personnel, travel, supplies, equipment, or other indirect line item, etc.), for this service category only. The total amount of these costs under the column labeled "Part A (or MAI) Indirect/Admin. Costs" cannot exceed 10% of the Total Amount Requested for each service category. For example, if the total amount of funds being requested is \$100,000, then the total for the "Part A Indirect/Admin. Costs" column may not exceed \$10,000 (10% of the \$100,000 award). **Due to Federal requirements, a detailed breakdown of individual indirect/administrative expenses is required; except for proposing organizations with a Federally approved indirect cost rate, in which case a copy of the "Federal Indirect Cost Rate Agreement" must be included as part of the proposing organization's submission. However, please note that the 10% indirect/administrative cap also applies to those proposing organizations that have a Federally-approved indirect cost rate.**
7. In the columns to the right under the "Other Funding" heading, indicate all other funding sources which are expected to support the proposed budgeted line items (i.e., Other Ryan White Part A / MAI, Part B, Part C, etc.; HOPWA; local government funding; state funding; other federal funding; fees; contributions; general operating/private funds; etc.), where appropriate. Where the time periods overlap for any line item that appears on this budget and simultaneously on any other Part A or MAI budget in this RFP, the proposing organization must include this contribution as "Other Part A / MAI" funds. For all other funding, be sure to calculate (prorate) the proposed contribution from other sources based on the time period indicated on this budget in Item #3 above.
8. In the last two columns, for this service category only, indicate the **total cost to be incurred by your organization** for each line item for the budget period indicated. Then, calculate and insert the percentage of each line item to be charged to Ryan White Part A (or MAI). For example, for each direct service line item, the percent to be charged to Part A (or MAI) for a particular service category equals the amount listed as a "Part A (or MAI) Service Cost" divided by the amount identified as the "Total Cost for Budget Period". Similarly, for indirect line items, the percent to be charged to Part A (or MAI) for a particular service category equals the amount listed as a "Part A (or MAI) Indirect/Admin. Costs" divided by the amount identified as the "Total Cost for Budget Period." If a line item has both a Part A (or MAI) direct and indirect allocation, add these amounts together then divide them by the total cost to your organization to get the total percent to be charged to Part A (or MAI) for each service category budget.
9. Indicate the Total for each column in the appropriate space provided.
10. Indicate the Total Amount Requested from Part A (or MAI) for each service category in the space provided (i.e., the sum of "Part A (or MAI) Service Costs" and "Part A (or MAI) Indirect/Admin. Costs" columns for each service category).

**NOTE: FOR A LISTING OF ALLOWABLE COSTS PLEASE SEE
THE RELATED BUDGET JUSTIFICATION INSTRUCTIONS (ATTACHMENT 9b).**

**RYAN WHITE PART A/MAI PROGRAM
INSTRUCTIONS FOR
PREPARING A BUDGET JUSTIFICATION**

A budget justification (narrative) must be submitted along with **each** categorical (line item) budget explaining the association of each expenditure to a Part A or Minority AIDS Initiative (MAI) service program in relation to the proposing organization's total expenditures. Narrative budget justifications must be specific, concise, and reflective of the proposed budget period.

NOTE: A separate line item budget form is required for service categories that have both Part A and MAI funding. The following guidelines must be followed when preparing a budget justification:

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

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

Budget Period

- The **budget period** must be consistent with the requested budget amount(s) indicated in the proposing organization's corresponding line item budget form. For the purposes of this Request for Proposals (RFP) process, all proposed budgets must reflect a 12-month contract period (March 1, 2013 through February 28, 2014). **Agencies should not submit a proposed budget with the expectation that other Part A or MAI funds will become available through reallocation processes (sweeps) during the year to sustain budgeted costs through the end of the contract period.** If the proposing organization is awarded a contract and its expenses are not covered with the total Part A and MAI contract awards, and there are no other state, federal, and/or local resources available to support

these costs, then the provider may need to eliminate and/or reduce expenses to ensure that the program is operating in accordance with its current funding level and not in a deficit.

Direct costs

- Direct costs are those that can be associated with the provision of services directly to the client. Direct service personnel are those who actually provide service to eligible clients. Personnel who complete paperwork for billing and record keeping purposes (with the exception of medical case managers) are not considered direct costs. Similarly, administrative personnel are not considered direct costs. With sufficient documentation and County approval, some supervisory staff may be considered a direct cost, especially if they have a direct client caseload.
- Other allowable direct costs are those items or services that are utilized by direct service personnel or by the clients directly.
- In the **opening paragraph of the Budget Justification**, each budget justification should include, as an introductory statement, the proposing organization's planned total client population (or more specifically the organization's HIV client population) and the percentage of clients who would receive a particular Part A (or MAI)-funded service. For example, the proposing organization anticipates serving a total of 1,000 clients who are HIV+ or have AIDS in all of its programs; of which 250 (25%) of these HIV+ clients are expected to receive Part A medical case management services during the 12-month budget period. This description may be necessary to help justify the percentages to be charged to the Ryan White Program in a particular service category. At a minimum, the number of clients proposed to be served in the Ryan White Program-funded service category must be identified in the opening paragraph of the budget justification.
- Proposed expenditures for **Direct Service Personnel** must be explained by including a brief description of the role of the position that would be providing Part A (or MAI)-funded services to program clients and the percentage of their proposed salary to be charged to the Part A (or MAI) budget. Proposing organizations must justify the percentage to be charged to Part A (or MAI) by indicating the amount of time individual staff members would contribute to the Part A (or MAI) Program. Please indicate if the position is planned as full-time or part-time. For hourly, part-time, or per diem employees, the rate of pay (e.g., pay rate per hour or per day) must be indicated, as well as the planned number of hours of work per day/week/month. The methodology utilized by the proposing organization to arrive at the amount and percentages to be charged to Part A (or MAI) must be clearly explained.
- A breakdown of **fringe benefits** components (including the overall fringe benefits percentage) must be included as part of the justification for each direct service position listed on the proposed budget.
- **Travel (local only)** is only allowable for direct service staff and the reasons for travel must be explained, justified, and relative to the service category. The number of miles and cost per mile must also be indicated. The maximum charge per mile as per Miami-Dade County regulations is currently \$0.51 per mile. **Therefore, at this time, proposing organizations may indicate a travel rate up to but not exceeding \$0.51 per mile in their proposal.** The methodology utilized by the proposing organization to arrive at the amount and percentages to be charged to Part A (or MAI) must be clearly explained. The mileage rate is subject to change when adopted by the County, and a related notice is issued by the County's Office of Management and Budget.

- **Supplies** are allowable only for the direct provision of services under the proposed program. These costs must be described in detail and the amounts, percentages, and need for each item must be justified. If necessary, these supplies may be listed as separate line items in the rows labeled "Other Direct Costs." If separately listing the supply item, please clearly and briefly list the name or type of supply (e.g., Other Direct Costs: Telephones). The methodology utilized by the proposing organization to arrive at the amount and percentages to be charged to Part A (or MAI) must be clearly explained.
- **Equipment** is allowable if it is utilized in the direct provision of services under the proposed program. The type of equipment must be listed and its proposed use for the Part A (or MAI) Program must be described and justified. The methodology utilized by the proposing organization to arrive at the amount and percentages to be charged to Part A (or MAI) must be clearly explained. An inventory of equipment purchases that are >\$1,000 per individual item must be maintained by the service provider and reported annually to the Miami-Dade County Office of Management and Budget-Grants Coordination/Ryan White Program.
- **Contractual** services such as contracted medical providers, therapists/counselors, etc., must include a description of the proposed service they would provide in context of the corresponding service category. Contractual line items must include details of the payment structure: a description of hourly rates and number of hours, per visit charges, procedure costs, monthly fee, etc. Prior to contract execution, all contractual line items require a subcontract agreement which must be submitted to Miami-Dade County Office of Management and Budget-Grants Coordination/Ryan White Program for review and consent prior to implementation.
- **Generic line items, such as "Miscellaneous", will not be accepted.** Each line item must be clearly identified and adequately justified. If a line item is composed of several related costs, each cost must be itemized separately as part of the justification for that overall line item.
- **Other costs may be considered as direct if they are justified properly and approved by Miami-Dade County Office of Management and Budget - Grants Coordination/Ryan White Program prior to contract execution.** The line item's relation to the direct provision of Part A (or MAI) services must be described as well as the methodology utilized by the proposing organization to arrive at the amount and percentages to be charged to the Part A (or MAI) Program.

Indirect/Administrative Costs

- Expenses included in the "**Indirect/Administrative Cost**" category **must be individually listed in the budget justification.** Do not lump personnel costs by department. Please indicate the amount of indirect/overhead/administrative costs covered by the Part A (or MAI) Program for each applicable line item (i.e., personnel, travel, supplies, equipment, etc.).
- Proposed expenditures for **Administrative Personnel** must be explained by including a brief description of the role of the position that would be providing Part A (or MAI)-funded services to the program and the percentage of their proposed salary to be charged to the Part A (or MAI) budget. Proposing organizations must justify the percentage to be charged to Part A (or MAI) by indicating the amount of time individual staff members would contribute to the Part A (or MAI) Program. Please indicate if the position is planned as full-

time or part-time. For hourly, part-time, or per diem employees, the rate of pay (e.g., pay rate per hour or per day) must be indicated, as well as the planned number of hours of work per day/week/month. The methodology utilized by the proposing organization to arrive at the amount and percentages to be charged to Part A (or MAI) must be clearly explained.

- A breakdown of **fringe benefits** components (including the overall fringe benefits percentage) must be included as part of the justification for each administrative position listed on the proposed budget.
- Providers will be allowed to request any amount up to 10% of the Total Amount Requested for each service category to cover administrative and/or indirect costs. The same proposed administrative percentage, up to 10%, would be carried over into contracts.
- Indirect/Administrative costs must be specified under the "Part A (or MAI) Indirect/Administrative Costs" column utilizing the aforementioned object class categories.

- **IMPORTANT NOTES:**

1) Due to Federal requirements, a detailed breakdown of all indirect costs must be included on the proposed budget form (except for agencies with a Federally approved indirect cost rate; in which case a copy of the "Federal Indirect Cost Rate Agreement" must be included as part of this submission). However, the 10% indirect/administrative cap imposed by the Ryan White Program applies to those organizations that have a Federally-approved indirect cost rate as well.

2) Effective March 1, 2012, rent, utilities, facility costs, building occupancy costs, and other related costs may not be charged to the Ryan White Program as a direct cost under ANY service category. In accordance with guidance from the Health Resources and Services Administration (HRSA), our funding source, these line items must be considered as administrative or indirect costs, and are subject to the 10% administrative/indirect cap per service category. However, it is important to note that the determination of "Room Occupancy" as a direct cost for residential substance abuse counseling/treatment providers only has been approved by HRSA for the space in which the clients sleep (including related utilities) only.

3) Effective March 1, 2012, costs of management oversight of Ryan White Part A or MAI Programs must be classified as administrative/indirect costs, and are subject to the 10% administrative cap. These costs include program coordination; clerical, financial, and other management staff not directly related to direct client/patient care; program evaluation; liability insurance; audits; computer hardware/software not directly related to client/patient care.

2012 HHS FEDERAL POVERTY GUIDELINES Annual Income Ranges (Gross Household Income) (Effective March 1, 2012 through February 28, 2013 for Ryan White Part A & MAI Services in Miami-Dade County, FL)							
Family Size	A 100-135%	B 136-150%	C 151-200%	D 201-250%	E 251-300%	F 301-400%	G ≥401%
1	< or equal to \$11,170 - \$15,190	\$15,191 - \$16,866	\$16,867 - \$22,451	\$22,452 - \$28,036	\$28,037 - \$33,621	\$33,622 - \$44,791	\$44,792 +
2	< or equal to \$15,130 - \$20,576	\$20,577 - \$22,845	\$22,846 - \$30,410	\$30,411 - \$37,975	\$37,976 - \$45,540	\$45,541 - \$60,670	\$60,671 +
3	< or equal to \$19,090 - \$25,961	\$25,962 - \$28,825	\$28,826 - \$38,370	\$38,371 - \$47,915	\$47,916 - \$57,460	\$57,461 - \$76,550	\$76,551 +
4	< or equal to \$23,050 - \$31,347	\$31,348 - \$34,805	\$34,806 - \$46,330	\$46,331 - \$57,855	\$57,856 - \$69,380	\$69,381 - \$92,430	\$92,431 +
5	< or equal to \$27,010 - \$36,733	\$36,734 - \$40,784	\$40,785 - \$54,289	\$54,290 - \$67,794	\$67,795 - \$81,299	\$81,300 - \$108,309	\$108,310 +
6	< or equal to \$30,970 - \$42,118	\$42,119 - \$46,764	\$46,765 - \$62,249	\$62,250 - \$77,734	\$77,735 - \$93,219	\$93,220 - \$124,189	\$124,190 +
7	< or equal to \$34,930 - \$47,504	\$47,505 - \$52,743	\$52,744 - \$70,208	\$70,209 - \$87,673	\$87,674 - \$105,138	\$105,139 - \$140,068	\$140,069 +
8	< or equal to \$38,890 - \$52,889	\$52,890 - \$58,723	\$58,724 - \$78,168	\$78,169 - \$97,613	\$97,614 - \$117,058	\$117,059 - \$155,948	\$155,949 +
9	< or equal to \$42,850 - \$58,275	\$58,276 - \$64,703	\$64,704 - \$86,128	\$86,129 - \$107,553	\$107,554 - \$128,978	\$128,979 - \$171,828	\$171,829 +
10	< or equal to \$46,810 - \$63,661	\$63,662 - \$70,682	\$70,683 - \$94,087	\$94,088 - \$117,492	\$117,493 - \$140,897	\$140,898 - \$187,707	\$187,708 +
+1	\$3,960	\$5,940	\$7,920	\$9,900	\$11,880	\$15,840	\$15,880 +

SOURCE: Federal Register, Volume 77, Number 17, January 26, 2012, pp. 4034-4036.

IMPORTANT NOTES:

- 1) For families with more than ten (10) members, add for EACH additional family member the amount indicated in the "+1" row under the appropriate poverty level range.
- 2) The Miami-Dade County Ryan White Program Service Delivery Information System (SDIS) will be programmed according to these guidelines, effective March 1, 2012 through February 28, 2013.
- 3) Ryan White Program clients whose gross household income falls between 301% and 400% of the Federal Poverty Level (Column F above) may only receive Ryan White Program-funded outpatient medical care, prescription drugs, oral health care, medical case management, mental health services (not including psychosocial support services), outpatient substance abuse counseling, and health insurance services (drug co-payments, insurance deductibles, and AICP support).

MIAMI-DADE COUNTY RYAN WHITE PROGRAM



SYSTEM-WIDE STANDARDS OF CARE

(Revised March 1, 2012)

**RFP No. 0313
ATTACHMENT 11**

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**MIAMI-DADE COUNTY
RYAN WHITE PROGRAM
SYSTEM-WIDE STANDARDS OF CARE**

The following sets of standards are an essential component of the Ryan White Program's quality management program and form the basis for on-going monitoring and evaluation of Ryan White Program-funded service providers by the Miami-Dade County Office of Management and Budget-Grants Coordination and/or its authorized representatives. With the exception of staff qualifications (Standard #2), it is not expected that *newly* contracted organizations be in full compliance with the System-Wide Standards of Care at the time of contract execution. It is assumed, however, that the service provider has read and understands the standards, and by signing a contract the provider is agreeing to make every effort to progress towards full compliance with these standards. The County recognizes that progress towards achieving compliance with the standards will differ from one service provider to another, both in terms of rate of progress and substance. However, all providers are expected to maintain full compliance at all times with documentation of client eligibility (*Standard #3*).

SYSTEM-WIDE STANDARDS OF CARE

No Barriers to Service

Standard #1

Client access to services, system wide, shall be facilitated and barriers to service eliminated.

Guidelines	Indicator	Data Source
<p>(1.1 – 1.5) Providers shall eliminate barriers to service caused by: (A) hours of operation, (B) language and culture, and/or (C) lagtime. <i>Exemptions: (A) All services not specified (B) None (C) 1.5 None; (C) 1.6 Prescription Drugs, Medical Case Management, MAI Medical Case Management</i></p>	<p>A: Hours of Service: 1.1 Medical care, pharmaceuticals, and medical case management shall provide a minimum of 40 hours access to services per week including 4 hours outside of regular business hours (9:00 am – 5:00 pm, Monday-Friday). Outpatient medical care and oral health care providers will offer, post, and maintain daily walk-in slots to accommodate clients with urgent/emergent health issues. 1.2 24-hour on-call access to pharmaceutical services, emergency medical and oral health care, and crisis counseling</p> <p>B: Language: 1.3 Agencies must offer and provide language assistance services, including bilingual staff and interpreter services (including Spanish and Haitian Creole) at no cost to each client with limited English proficiency, at all points of contact, in a timely manner during all hours of operation. 1.4 Agencies must provide to clients in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.</p>	<p>➤ Scope of Service Description ➤ Posted hours of service</p> <p>➤ Scope of Service Description ➤ Posted hours of service</p> <p>➤ Record Review ➤ Personnel Files ➤ Observation ➤ Written Policies and Procedures ➤ Invoices (reviewed during on-site visit)</p> <p>➤ Observation ➤ Personnel Files ➤ Record Review</p>

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Staff Qualifications/Training

Standard #2

Agencies shall ensure that all staff has sufficient education, knowledge, skills and experience to competently serve the HIV/AIDS client population: agencies must provide initial orientation and training for new staff and ensure all staff participate in ongoing HIV/AIDS trainings, thereby promoting provision of high quality, up-to-date services.

Guidelines	Indicator	Data Source
<p>(2.1 – 2.2) Supervisory staff and core service staff shall meet the qualifications of education and experience required by the Miami-Dade County Office of Management and Budget-Grants Coordination and the Miami-Dade HIV/AIDS Partnership. Agencies should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area. <i>Exemptions: 2.1 None; 2.2 Home Delivered Meals, Food Bank, Transportation Vouchers, Prescription Drugs, Medical Case Management (Refer to Case Management Standards for education/experience requirements).</i></p>	<p>2.1 Core service supervisors are licensed and/or have a bachelor's degree in social sciences, counseling or nursing; have management experience; or have equivalent HIV/AIDS or related experience</p> <p>2.2 Core service staff have an associate degree (AA) in social sciences, counseling or nursing. HIV/AIDS or related experience, including living with HIV, may be substituted on a year-for-year basis. Exempt personnel must be supervised by staff that meets minimum supervisory qualifications (2.1)</p>	<p>➤ Personnel Files</p> <ul style="list-style-type: none"> • Copies of degrees/licenses • Documentation of work experience (letters of recommendation, work references, etc) <p>➤ Personnel Files</p> <ul style="list-style-type: none"> • Copies of degrees/licenses • Documentation of work experience, HIV/AIDS experience (letters of recommendation, work references, training certificates, etc.) • Personnel Records
<p>(2.3) Initial orientation and training shall be given to new staff. <i>Exemptions: None</i></p>	<p>2.3 Documentation of initial orientation and training including Ryan White Program services, standards and requirements</p>	<p>➤ Personnel Files</p> <ul style="list-style-type: none"> • Signed, dated orientation schedule or Orientation Attendance Log • Signed, dated Ryan White Program standards or form acknowledging training/receipt of same • Signed, dated job description

Guidelines	Indicator	Data Source
(2.4) Staff members will have a clear understanding of their job definition and responsibilities. <i>Exemptions: None</i>	2.4 Written job description including responsibilities	<ul style="list-style-type: none"> ➤ Administrative Policies and Procedures ➤ Personnel Records <ul style="list-style-type: none"> • Signed, dated agency policies and procedures • Signed, dated letter documenting P&P review, understanding ➤ Signed, dated training acknowledgement, attendance logs with dates and subject matter of training, agency training logs
(2.5 – 2.6) Policies and procedures for service provision shall be in written form and made available to all staff. <i>Exemptions: None</i>	2.5 Written Policies and Procedures (P & P's) 2.6 Documentation that staff have read and are familiar with P & P's	
(2.7) Training in OSHA and universal precautions appropriate to job duties is provided and staff adheres to these principles. Agencies should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery <i>Exemptions: None</i>	2.7 Documentation of training	<ul style="list-style-type: none"> ➤ Signed, dated Ryan White Program standards or form acknowledging receipt/training on same ➤ Personnel Records <ul style="list-style-type: none"> • Proof of attendance, certificate or other documentation including training subject matter, date(s) of attendance, hours in training
(2.8) Core service staff is knowledgeable about Ryan White Program standards and service requirements. <i>Exemptions: None</i>	2.8 Annual update on Ryan White Program standards and service requirements	<ul style="list-style-type: none"> ➤ Agency training record

Guidelines	Indicator	Data Source
(2.9) Staff shall remain updated on HIV/AIDS information. <i>Exemptions: None</i>	2.9 At least once annually: core service staff shall attend an HIV/AIDS seminar/training appropriate to their level of service delivery	➤ Personnel files
(2.10) Personnel working with children are to be screened in accordance with state or local laws. <i>Exemptions: None</i>	2.10 Clearance letters for abuse and criminal screening	

Documentation Standards

Standard #3

Standardized forms and consistent up-to-date protocols will be utilized across the system to ensure uniform quality of care.

Guidelines	Indicator	Data Source
(3.1 – 3.12) Documentation for intake and service provision shall include, at a minimum, standard forms and required client data. The treatment or care plan shall be unique for each client, culturally sensitive, non-judgmental, personalized and with an appropriate standard of care and with respect to a person's right to privacy.	Record contains: 3.1 Financial assessment and proof of HIV OR a Ryan White Program Certified Referral 3.2 Eligibility screening for third party payers 3.3 Consent for enrollment/treatment OR a Ryan White Program Certified Referral 3.4 Consent to Release and Exchange Information (SDIS) OR a Ryan White Program Certified Referral 3.5 Intake history (Client demographics and personal contact information) 3.6 Documentation that client confidentiality is explained 3.7 Documentation that grievance procedure is explained	➤ Record Review <ul style="list-style-type: none"> • All required forms are complete, initialed, dated, signed as appropriate • Copies of required eligibility documents are present, current (within 6 months), and legible • Documentation of eligibility screening for third party payers is present • Cases are closed as appropriate

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Guidelines	Indicator	Data Source
<p>(3.13 – 3.17) Referrals: Providers must maintain adequate documentation on referral activities. Exemptions: <i>None</i></p>	<p>3.8 Documentation that choice of providers is explained 3.9 Service provision history 3.10 Treatment/Service Plan documenting reason(s) for treatment, process and progress, outcomes of treatment 3.11 Treatment/Service Plan update at least once per year <i>Note: Medical Case Managers are required to update Program Certified Referrals (Recertification) every 6 months dependent on service category</i> 3.12 SDIS Notice of Privacy Practices</p> <p>3.13 Inbound referrals for all Ryan White Program Certified Referrals, shall record origin of referral and service requested 3.14 Outbound referrals for all Ryan White Program Certified Referrals shall record the referral destination and service requested, must have an end date, and will note the type of service referred to (e.g., medical, nutrition) 3.15 All inbound referrals filed in client record 3.16 Service referrals not initiated by a medical case manager shall be documented in a progress note or treatment plan 3.17 Out of network referrals require a completed general referral form with supporting documents as relevant (e.g., proof of HIV, proof of residency, proof of income); original referral shall be kept</p>	<p>➤ SDIS Referral Report ➤ Record Review</p>

Guidelines	Indicator	Data Source
<p>(3.18 – 3.20)</p> <p>Providers must avail themselves of all other available resources to provide needed services to HIV/AIDS clients including the Ryan White service network, key points of service entry, city, state and private organizations.</p> <p>Exemptions: <i>None</i></p>	<p>in client's chart and a copy will be given to the service provider by the client and/or by the referring out of network case manager</p> <p>3.18 Linkage agreements 3.19 Service resources 3.20 Inbound, Outbound Referrals</p>	<p>➤ Administrative Records ➤ Lists of Service Resources ➤ SDIS Referral Report</p>

Quality Assurance/Performance Improvement

Standard #4

Ongoing quality assurance activities with regular feedback to core service staff promote performance improvement and quality care.

Guidelines	Indicator	Data Source
<p>(4.1 – 4.4)</p> <p>Supervisory record reviews are conducted regularly, with feedback to core service staff resulting in improved performance.</p> <p>Exemptions: <i>None</i></p>	<p>4.1 Record reviews will be conducted and submitted to Behavioral Science Research on a quarterly basis</p> <p>4.2 No less than 20 records or 10% of Ryan White Part A or MAI population (whichever is less)</p> <p>4.3 Evidence of feedback between supervisor and employee</p> <p>4.4 Documentation review ensures Ryan White eligibility standards are met and that case notes are appropriate, timely, and legible</p>	<p>➤ Supervisor's Records</p> <ul style="list-style-type: none"> • Documentation of reviews with identifying client information • Documentation of employee feedback <p>➤ Record Review</p> <p>➤ Review submission</p> <p>➤ Personnel file</p>

Guidelines	Indicator	Data Source
<p>(4.5) Medical Services: Quality assurance or patient care review meetings will identify problems to be resolved through action. <i>Exemptions: None</i></p>	<p>4.5 Documentation of quarterly patient care reviews or quality assurance meetings recording attendance, date, subject matter, steps taken to resolve identified problems with time frames for resolution.</p>	<p>➤ Meeting minutes ➤ Attendance logs</p>
<p>(4.6) Non-Medical Services: Quality improvement issues will be addressed through staff meetings. <i>Exemptions: None</i></p>	<p>4.6 Documentation of quarterly quality improvement meetings recording attendance, date, subject matter, steps taken to resolve identified problems with time frames for resolution.</p>	<p>➤ Meeting minutes ➤ Attendance logs</p>
<p>(4.7 - 4.8) Annual client satisfaction survey conducted and results utilized as appropriate to improve service delivery. <i>Exemptions: None</i></p>	<p>4.7 Client satisfaction survey to include: Rating of services, perception of treatment by staff, satisfaction with services provided, fair access to services provided.</p>	<p>➤ Review of client satisfaction survey</p>
<p>(4.9 - 4.12) Agencies should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, client satisfaction assessments, and outcome-based evaluations.</p>	<p>4.8 Written plans and objectives incorporate results as appropriate from client satisfaction surveys.</p> <p>4.9 Updated and clearly displayed mission statement to include a commitment to the delivery of culturally and linguistically competent services</p> <p>4.10 Agency information and educational material available in English, Spanish and Creole translated from the appropriate cultural perspective</p>	<p>➤ Client Satisfaction Survey ➤ Administrative records</p> <p>➤ Record Review ➤ Personnel file ➤ Quality Management Plan ➤ Client satisfaction survey addresses delivery of services in a culturally and linguistically appropriate manner ➤ Written policies and procedures ➤ Observation</p>

Guidelines	Indicator	Data Source
	4.11 Appropriate number of bilingual staff (or a current directory of interpreters) able to provide services in the predominant language(s) of the agency's clients	
	4.12 Percentage of clients served in their preferred language	

Confidentiality

Standard #5

Every agency shall provide staff with initial and ongoing training regarding client confidentiality to ensure client information is protected in accordance with state and federal laws.

Guidelines	Indicator	Data Source
(5.1 – 5.2) Every agency shall have a written Policy and Procedure (P & P) addressing confidentiality. <i>Exemptions: None</i>	5.1 Written P & P addressing HIV confidentiality and agency procedures, including policies and procedures that limit access to passwords, electronic files, medical records, faxes, release of client information	➤ Administrative P & P's
(5.3) Services shall be provided in a confidential setting. <i>Exemptions: None</i>	5.2 P & P is signed and dated annually by staff	➤ Personnel files • Signed, dated copy of P & P for all staff
	5.3 Areas in which client contact occurs allow exchange of confidential information in a private manner.	➤ Observation
(5.4) All hard copy materials and records shall be securely maintained.	5.4 Records, hard copy materials maintained under double lock in files and in areas secure from public access.	➤ Observation

<p>(5.5) All clients shall be informed regarding their rights to confidentiality. <i>Exemptions: None</i></p> <p>(5.6) No release of client information without a signed, dated client release. <i>Exemptions: None</i></p>	<p>5.5 Documentation signed and dated by client acknowledging client has been fully informed of his/her right to confidentiality.</p> <p>5.6 Signed, dated Release of Information* specific to HIV, TB, STD, substance abuse and mental health OR note reflecting client's unwillingness to sign a Release. <i>* This release shall be renewed annually.</i></p>	<p>➤ Record review</p> <p>➤ Record Review</p>
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Program Operating Requirements (POR)

POR #1	Indicator	Data Source
<p>(POR 1.1 – 1.3) Agencies must make available easily understood client-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area. <i>Exemptions: None</i></p>	<p>The following shall be posted in an area to which clients have free access:</p> <p>POR 1.1 Hours of operation POR 1.2 Grievance procedures POR 1.3 Client's Bill of Rights and Responsibilities</p>	<p>➤ Observation</p>

POR #2	Indicator	Data Source
<p>(POR 2.1) Computer and backup systems are kept current. <i>Exemptions: None</i></p>	<p>POR 2.1 Computer and backup systems are updated at least weekly</p>	<p>➤ Record Review ➤ SDJS</p>

POR #3	Indicator	Data Source
(POR 3.1 – 3.4) Client participation and education in the treatment process shall be maximized. <i>Exemptions: None</i>	Documentation shall reflect: POR 3.1 Client and family (as defined by client) participation in care decisions POR 3.2 Development of client's understanding of treatment options POR 3.3 Client empowerment POR 3.4 Monitoring of client adherence to prescribed plans of treatment and care including medication regimens	➤ Record Review • Progress Notes • Treatment/Care Plans
(POR 3.5) Client education and knowledge lead to improved compliance, health status. <i>Exemptions: None</i>	POR 3.5 Documentation of client education and/or resources provided, as appropriate	

POR: Facility/Operation Requirements

POR #4	Indicator	Data Source
(POR 4.1 – 4.7) All provider sites are safe and secure. <i>Exemptions: None</i>	POR 4.1 Site is clean and well-maintained, inside and out POR 4.2 Clients have untroubled access coming and going POR 4.3 Security personnel are available as needed POR 4.4 Written policy to refuse service to clients who are being verbally abusive, threatening physical abuse or possessing illegal substances or weapons on provider property POR 4.5 Facility complies with applicable Occupational Safety and Health	➤ Observation ➤ Personnel Records ➤ Administrative Policies and Procedures ➤ Observation

POR #4	Indicator	Data Source
	Administrative (OSHA) requirements POR 4.6 Facility complies with the American's with Disability Act's programmatic and accessibility requirements POR 4.7 Facility complies with the Domestic Violence Leave requirements	➤ Observation
POR #5	Indicator	Data Source
(POR 5.1) Client access to care will be facilitated during regular hours and after hours. <i>Exemptions: As noted in Standard 1.1</i>	POR 5.1 Written P & P addresses contacts (including appointments) during regular hours and walk-ins, emergency and after hours care.	➤ Administrative Policies and Procedures (Refer to Standard #1.1)
POR #6	Indicator	Data Source
(POR 6.1 – 6.2) Agencies shall provide an explanation of the agency's grievance procedures and confirm clients' understanding of such. Conflict and grievance resolution processes shall be culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by clients. <i>Exemptions: None</i>	POR 6.1 Written P & P's addressing formal and informal grievance procedures for clients POR 6.2 Documentation that client has had grievance procedures, formal and informal explained and/or given to him/her and understands same.	➤ Administrative Policies and Procedures ➤ Record Review

POR #7	Indicator	Data Source
(POR 7.1 – 7.2) Agency policies are known to staff and supervisors. <i>Exemptions: None</i>	POR 7.1 Written P & P's addressing agency procedures including a formal grievance procedure for staff.	➤ Administrative Policies and Procedures
	POR 7.2 Documented acknowledgement that staff are familiar with written P & P's, including grievance procedures.	➤ Personnel Records

POR: Accreditation Standards

POR #8	Indicator	Data Source
(POR 8.1) Agency complies with appropriate professional licensing in accordance with professional training and responsibilities of caregivers, the agency's functions, or both, through national associations and/or the Florida Department of Health. <i>Exemptions: None</i>	POR 8.1 Current licenses, accreditations are posted and on file	➤ Administrative Records ➤ Observation
(POR 8.2) Staff are licensed as specified in the Ryan White Program Service Descriptions. <i>Exemptions: None</i>	POR 8.2 Copies of current licenses are on file	➤ Personnel Records

POR: Client Acknowledgement of Services Received

POR #9	Indicator	Data Source
(POR 9.1) Client acknowledgement of service(s) received and cost shall be maintained.	POR 9.1 Client shall acknowledge by signature and date, specified services and cost of services received at each visit. Required information includes client name, date of service, definition of unit, service provided, and number of units.	<ul style="list-style-type: none"> ➤ Record Review <ul style="list-style-type: none"> • Signed, dated logs with name and services received noted OR ➤ Billing Review <ul style="list-style-type: none"> • Signed, dated encounters or superbills with name and services received noted OR • Receipt given to client with a copy in the chart (Refer to POR #1.4)

POR: Service Delivery Information System (SDIS)

POR # 10	Indicator	Data Source
(POR 10.1 – 10.2) Timely entry into the SDIS of new client information, updated client information and of services provided. <i>Exemptions: None</i>	<p>POR 10.1 New client information shall be entered at intake</p> <p>POR 10.2 Updated client information and service information shall be entered in accordance with time specifications as detailed in the current Ryan White Program contract</p>	<ul style="list-style-type: none"> ➤ Record Review ➤ SDIS

POR #11	Indicator	Data Source
(POR 11.1) A record (client chart) shall be maintained for each individual client	POR 11.1 An individual record (chart) shall be maintained for each client that records the services provided by the Ryan White Program.	<ul style="list-style-type: none"> ➤ Record Review

RYAN WHITE PROGRAM

FY 2012 (YEAR 22)
COST AND ELIGIBILITY SUMMARY



Miami-Dade County
Office of Management and Budget
Grants Coordination

Effective March 1, 2012

RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22) IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAD)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.					
SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS* REQUIRED MEDICAID/ OTHER SCREENING
Food Bank	Food Bank Occurrence	<p>Dollars per Food Bank Occurrence (weekly bag of groceries, including personal hygiene products), Plus a Dispensing Rate</p> <p>Providers will also submit a quarterly reconciliation of actual expenditures for food costs, staffing, and other line items listed on the approved budget.</p>	<p>Food Bank Services may be accessed on an emergency basis ONLY.</p> <p>The provision of this service will be limited to twelve (12) occurrences in a Ryan White Program Part A fiscal year. One (1) occurrence is defined as all food bank services provided within one (1) calendar week.</p> <p>General Provision: Groceries, including personal hygiene products when available, can be picked up on a weekly or monthly basis.</p> <p>Weekly client limit = \$50.00 per week at each pickup.</p> <p>Monthly client limit = \$50.00 per week multiplied by the number of times the original day of pick-up occurs in the month.</p>	250%	<p>I, II, III Client eligibility for this service must be certified by the Medical Case Manager</p> <p>Medical Case Management Referral and has applied for Food Stamps, as appropriate.</p> <p>Yes A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.</p>

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Food Bank (continued)	Additional Food Bank Occurrence	Dollars per Food Bank Occurrence (weekly bag of groceries, including personal hygiene products), Plus a Dispensing Rate	<p>Additional Occurrences: A severe change to the person's medical condition (i.e., new HIV related diagnosis/symptom, wasting syndrome, protein imbalance, recent chemotherapy, etc.) may also warrant additional occurrences of food bank services.</p> <p>Provision for Families: Each additional adult who is HIV+ and lives in the same household is eligible to receive an additional \$50 per week in groceries, subject to the same general provisions above. Each dependent (i.e., minors under 18 years of age and living in the same household as the client who is HIV+) is also eligible to receive \$20 per week, subject to the same general provisions above.</p>	250%	<p>The client must be reassessed for the "warranting" medical condition every three (3) months.</p> <p>Additional occurrences require a Ryan White Program Nutritional Assessment Letter for Food Bank Services to be completed by an independent physician or registered dietitian not associated with the Part A food bank provider.</p> <p>For Families: The client must provide documentation to prove the dependent's age and place of residence.</p>	<p>Yes</p> <p>A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.</p>

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RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22)

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Home-Delivered Meals	# of Home-Delivered Meals	Cost per Meal	\$6.25 / Meal (Frozen or Hot) (rate must include cost of nutritional counseling)	300%	III Physician's Certification of Client's Homebound** and Impaired Status [**as defined by Florida Medicaid Project AIDS Care Waiver (PAC Waiver)] Case Management Re-certification for a "warranting" medical condition is required every three (3) months. A copy of the Physician's Certification must remain in the client's chart on-site at the home delivered meals provider facility.	Yes A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.

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Insurance Services (AIDS Insurance Continuation Program)	Dollars per Insurance Premium, Unduplicated # of Clients Served, and Dollars Expended per Client	Dollars Expended per Insurance Premium Per Client Plus a Dispensing Rate of \$15 per month	Reimbursement will be based on documentation of dollars expended per insurance premium plus a dispensing rate. Maximum amount of assistance a client may receive on a monthly basis is \$750.	400%	I, II, III	Yes Client must have insurance under a group, individual or COBRA policy. Client must be willing to sign all required forms and to provide eligibility information. A complete financial assessment and disclosure are required.

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Insurance Services (Insurance Deductibles)	Dollars per Deductible, Unduplicated # of Clients Served, and Dollars Expended per Client	Dollars Expended per Client per Deductible Plus a Dispensing Rate	Reimbursement will be based on documentation of dollars expended per deductible plus a dispensing rate. Maximum amount of assistance a client may receive on an annual basis is \$2,500.	400%	I, II, III	Yes A complete financial assessment and disclosure are required.
Insurance Services (Prescription Drugs Co-payments & Co-insurance)	Dollars per Co-payment, Unduplicated # of Clients Served, and Dollars per Client	Dollars Expended per Co-payment Plus a Dispensing Rate	Reimbursement will be based on documentation of dollars expended per co-payment plus a dispensing rate. Assistance is restricted to those medications listed on the most current approved Ryan White Program Prescription Drug Formulary	400%	I, II, III Physician's Prescription	Yes A complete financial assessment and disclosure are required.

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Legal Assistance	Hour of legal consultation and/or advocacy provided by an attorney or paralegal	Cost of one hour of legal consultation and/or advocacy provided by an attorney or paralegal	\$90.00 per Hour	200%	I, II, III	Yes A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.

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Effective March 1, 2012

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Medical Case Management (including MAI)	Type of 15-Minute Client Encounter (Face-to-Face or Other) and Unduplicated # of Clients Served OR Type of 15-Minute Activity Performed by a Case Management Supervisor (chart review, consultation, etc.)	Cost of 15-Minute Encounter	\$14.00 / Encounter	400%	I, II, III	Yes
Medical Case Management: Peer Education and Support Network (PESN) (including MAI)	Type of 15-Minute Client Encounter (Face-to-Face or Other) and Unduplicated # of Clients Served	Cost of 15-Minute Encounter	\$7.50 / Encounter	400%	I, II, III	Yes

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Mental Health Therapy/Counseling (Level I) Individual and Group (PhD, EdD, or PsyD; and licensed by the State of Florida as a Licensed Clinical Psychologist, LCSW, LMHC, or LMFT)	½ Hour Counseling Session and Unduplicated # of Clients Served	Individual: ½ Hour Counseling Session per Client Group: ½ Hour Counseling Session per Counselor	Individual: \$32.50 per unit (MAX: 32 encounters per fiscal year and 5 units or 2 ½ hours per session; 1 encounter = 1 day of service) Group: \$35.00 per unit (minimum of 3 Ryan White clients to maximum of 15 total clients)	400%	I, II, III	Yes
Mental Health Therapy/Counseling (Level II) Individual and Group (MS, MA, MSW, or MEd; and licensed by the State of Florida as a LCSW, LMHC, or LMFT)	½ Hour Counseling Session and Unduplicated # of Clients Served	Individual: ½ Hour Counseling Session per Client Group: ½ Hour Counseling Session per Counselor	Individual: \$32.50 per unit (MAX: 32 encounters per fiscal year and 5 units or 2 ½ hours per session; 1 encounter = 1 day of service) Group: \$35.00 per unit (minimum of 3 Ryan White clients to maximum of 15 total clients)	400%	I, II, III	Yes

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Oral Health Care	Client Office Visit, Oral Health Care Procedure Provided, and Unduplicated # of Clients Served	Multiplier applied to procedure rate listed in the State of Florida Medicaid Dental Services Fee Schedule, dated January 1, 2012; reimbursement rates based on the American Dental Association's Current Dental Terminology CDT 2011-2012, codes for dental procedures	Maximum Multiplier Rate of 3.0 Maximum Annual Limit (Ryan White Part A Program Fiscal Year) for Oral Health Care Services: \$3,000 per client Very limited exceptions to the annual cap may be approved by the County, with consultation from the Miami-Dade HIV/AIDS Partnership's Oral Health Care Subcommittee as needed, on a case-by-case basis for the provision of preventative oral health care services only. (NOTE: This service is limited to procedures found on the most current Ryan White Program Oral Health Care Formulary.)	400%	I, II, III	Yes

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Outpatient Medical Care [including Minority AIDS Initiative (MAI)]	Client Medical Visit and Unduplicated # of Clients Served	Multiplier applied to reimbursable procedure rate listed in the Year 2012 Florida Medicare Part B Physician Fee Schedule (Participating, Locality 04), file modified 1/13/2012, for Evaluation and Management (E&M) codes for outpatient medical care and psychiatric visits only. Inpatient and emergency room services are not covered. All other non-E&M procedures will be reimbursed at the 2012 applicable Medicare rate as referenced in this outpatient medical care section.	Maximum multiplier rate of 1.50 will be applied to Medicare reimbursable rates for Evaluation and Management codes for outpatient medical care and psychiatric visits only. No multiplier will be applied to non-E&M procedures.	400%	I, II, III Referral from a primary care physician is required for outpatient specialty care, except for psychiatric services which may be requested by a mental health care professional	Yes

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Outpatient Medical Care (including MAI) (cont'd)	(see previous page)	<p>Medical Procedures performed at Ambulatory Surgical Centers (ASCs) will be reimbursed at rates found in the 2012 Florida Medicare ASC Fee Schedule, by HCPCS Codes and Payment Rates, for Core Based Statistical Area (CBSA) Miami (33124), modified 1/30/2012.</p> <p>Medical Procedures performed at Outpatient Hospital centers will be reimbursed at rates found in the approved Medicare Addendum B Outpatient Prospective Payment System (OPPS) by HCPCS Code for CY 2012 Fee Schedule, dated January 2012.</p>	<p>No multiplier will be applied to the Medicare ASC Reimbursement Rates. Billing is restricted to organizations with on-site or affiliated ASCs only.</p> <p>No multiplier will be applied to the Medicare OPPS Reimbursement Rates. Billing is restricted to organizations with on-site or affiliated outpatient hospital centers only.</p>	400%	I, II, III Referral from a primary care physician is required for outpatient specialty care, except for psychiatric services which may be requested by a mental health care professional	Yes

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Outpatient Medical Care (including MAI) (cont'd) Labs / Injectables	(see previous page)	Laboratory procedures will be reimbursed at rates included in the 2012 Medicare Clinical Diagnostic Laboratory Fee Schedule, for Florida (FL), revised for January 2012. Injectables will be reimbursed at rates included in the 2011 Medicare Part B Drug Average Sales Price (ASP) Drug Pricing Files, Payment Allowance Limits for Medicare Part B Drugs, dated December 29, 2010.	No multiplier will be applied to laboratory fees. No multiplier will be applied to injectable fees.	400%	I, II, III Referral from a primary care physician is required for outpatient specialty care, except for psychiatric services which may be requested by a mental health care professional	Yes

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Outpatient Medical Care (including MAI) (cont'd) Consumable Medical Supplies	Number of Clients Served, Consumable Medical Supply Distributions per Client (for Administering Prescribed Medications Only), and Dollar Amount Spent per Client	Allowable flat rate listed in the Medicare Durable Medical Equipment and Supplies Revised 2012 Fee Schedule, for Florida (FL), dated January 2012. If no Medicare Rate is available for approved DME and consumable medical supplies, providers will be reimbursed at the Medicaid DME for All Medicaid Recipients fee schedule rates, dated 9/1/2010. In such case, providers must submit a request to the County for a Supplemental Reimbursement Rate.	No multiplier will be applied to DME fees.	400%	I, II, III Referral from a primary care physician is required for outpatient specialty care, except for psychiatric services which may be requested by a mental health care professional	Yes

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IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAI)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.

SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS*	REQUIRED MEDICAID/ OTHER SCREENING
Outreach Services (including MAI)	Type of 15 Minute Outreach Encounter [Face-to-Face or Other (i.e., Telephone Contact, Referral Activity, etc.)] Unduplicated # of Clients Served See the full Service Definition for details regarding the minimum required new connections (10%), and the re-connections (25%), to outpatient medical care and/or medical case management	Line Item Budget Reimbursement will be based on a line item budget (for actual expenses incurred per month by the outreach service provider).	Outreach services will be paid based on full-time equivalent (FTE) employees providing direct services as outlined in the corresponding service definition, as well as on the basis of other allowable direct and administrative costs. Reimbursement of salaries will be based on the approved budget and productivity as recorded by hours spent doing allowable outreach activities, people contacted, their risk factors, and the # of HIV+ people connected to care. All administrative and/or indirect expenses (other than those associated with the delivery of outreach services) are capped at 10% of the total award for the service category.	N/A	I, II, III	Yes

*LEGEND: I = HIV+ Asymptomatic, II = HIV+ Symptomatic, III = AIDS (As Defined by the CDC)

RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22)

IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAI)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.

SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS*	REQUIRED MEDICAID/ OTHER SCREENING
Prescription Drugs (including MAI for all components)	Individual Drugs Dispensed, # of Filled Prescriptions, \$ Spent per Drug, and Unduplicated # of Clients Served	PHS of Injectable/ Non-Injectable Medication Plus Flat Rate Dispensing Fee OR AWP of Injectable/ Non-Injectable Medication Minus Discount Rate	PHS Price Plus Flat Rate Dispensing Fee OR AWP Minus Applied Discount Rate of No Less Than 10% (NOTE: This service is limited to medications found on the most current Ryan White Program Prescription Drug Formulary. Prescription drug providers should use the most cost-effective product, either brand or generic, whichever is less expensive at the time of dispensing.)	400%	I, II, III and Physician's Referral or Prescription, with Letter of Medical Necessity or Prior Authorization Form, if applicable	Yes

*LEGEND: I = HIV+ Asymptomatic, II = HIV+ Symptomatic, III = AIDS (As Defined by the CDC)

RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22)

IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAI)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.

SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS*	REQUIRED MEDICAID/ OTHER SCREENING
Prescription Drugs: Consumable Medical Supplies (for Administering Prescribed Medications only)	Number of Clients Served, Consumable Medical Supply Distributions per Client (for Administering Prescribed Medications Only), and Dollar Amount Spent per Client	Allowable flat rate listed in the Medicare Durable Medical Equipment and Supplies Revised 2012 Fee Schedule, for Florida (FL), dated January 2012. If no Medicare Rate is available for approved DME and consumable medical supplies, providers will be reimbursed at the Medicaid DME for All Medicaid Recipients fee schedule rates, dated 9/1/2010. In such case, providers must submit a request to the County for a Supplemental Reimbursement Rate.	No multiplier will be applied to approved DME or consumable medical supplies.	400%	I, II, III and Physician's Referral or Prescription, with Letter of Medical Necessity, if Applicable	Yes

*LEGEND: I = HIV+ Asymptomatic, II = HIV+ Symptomatic, III = AIDS (As Defined by the CDC)

RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22)

IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAI)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.

SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS*	REQUIRED MEDICAID/ OTHER SCREENING
Psychosocial Support Services (Level III) Individual and Group (Bachelor's degree or Unlicensed MSW or MS in appropriate counseling-related field)	½ Hour Counseling Session and Unduplicated # of Clients Served	<p>Individual: ½ Hour Counseling Session per Client</p> <p>Group: ½ Hour Counseling Session per Counselor</p>	<p>Individual: \$25.00 per unit (MAX: 32 encounters per fiscal year and 5 units or 2 ½ hours per session; 1 encounter = 1 day of service)</p> <p>Group: \$27.00 per unit (min. of 3 Ryan White clients to max. of 15 total clients)</p>	300%	I, II, III	Yes A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.
Psychosocial Support Services (Pastoral Care) Individual and Group (Master's degree in theology, philosophy, social work, or psychology from an accredited institution)	½ Hour Session and Unduplicated # of Clients Served	<p>Individual: ½ Hour Counseling Session per Client</p> <p>Group: ½ Hour Counseling Session per Counselor</p>	<p>Individual: \$25.00 per unit (MAX: 32 encounters per fiscal year and 5 units or 2 ½ hours per session; 1 encounter = 1 day of service)</p> <p>Group: \$27.00 per unit (min. of 3 Ryan White clients to max. of 15 total clients)</p>	300%	I, II, III	Yes A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.

*LEGEND: I = HIV+ Asymptomatic, II = HIV+ Symptomatic, III = AIDS (As Defined by the CDC)

RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22)

IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAI)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.

SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS*	REQUIRED MEDICAID/ OTHER SCREENING
Psychosocial Support Services (Level IV) Individual and Group (Trained and Supervised Peers)	½ Hour Counseling Session and Unduplicated # of Clients Served	<p>Individual: ½ Hour Counseling Session per Client</p> <p>Group: ½ Hour Session per Counselor</p>	<p>Individual: \$15.00 per unit (MAX: 32 encounters per fiscal year and 5 units or 2 ½ hours per session; 1 encounter = 1 day of service)</p> <p>Group: \$20.00 per unit (min. of 3 Ryan White clients to max. of 15 total clients)</p>	300%	I, II, III	Yes A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.

*LEGEND: I = HIV+ Asymptomatic, II = HIV+ Symptomatic, III = AIDS (As Defined by the CDC)

RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22)

IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAI)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.

SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS*	REQUIRED MEDICAID/ OTHER SCREENING
Substance Abuse Counseling – Outpatient (Level I) Individual and Group	½ Hour Counseling Session and Unduplicated # of Clients Served	Individual: ½ Hour Counseling Session per Client & Family Member Group: ½ Hour Counseling Session per Counselor	Individual: \$30.00 per unit Group: \$34.00 per unit (minimum of 3 Ryan White clients to maximum of 15 total clients)	400%	I, II, III	Yes
Substance Abuse Counseling – Outpatient (Level II) Individual and Group	½ Hour Counseling Session and Unduplicated # of Clients Served	Individual: ½ Hour Counseling Session per Client and/or Family Member, as appropriate Group: ½ Hour Counseling Session per Counselor	Individual: \$27.00 per unit Group: \$30.00 per unit (minimum of 3 Ryan White clients to maximum of 15 total clients)	400%	I, II, III	Yes

*LEGEND: I = HIV+ Asymptomatic, II = HIV+ Symptomatic, III = AIDS (As Defined by the CDC)

RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22)

IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAI)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.

SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS*	REQUIRED MEDICAID/ OTHER SCREENING
Substance Abuse Counseling – Residential (including MAI)	# of Days of Substance Abuse Treatment per Client and Unduplicated # of Clients Served	Cost of One Day of Residential Counseling Treatment Per Client	\$125.00 per client day [up to a maximum of 120 days within a 12-month period; 12-months begins on the 1 st day of client's residential treatment regardless of Part A / MAI provider] [includes the cost of family member(s) participating in the substance abuse counseling session provided during day of treatment]	300%	I, II, III	Yes A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.
Transportation Services (Vans)	One-Way Trip	Cost of One-Way Trip	\$13.00 per One-Way Trip	150%	I, II, III	Yes A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.

*LEGEND: I = HIV+ Asymptomatic, II = HIV+ Symptomatic, III = AIDS (As Defined by the CDC)

RYAN WHITE PROGRAM COST AND ELIGIBILITY SUMMARY – FY 2012 (YR 22)

IMPORTANT: To be eligible for local Ryan White Program Part A and Minority AIDS Initiative (MAI)-funded services, the HIV+ client must be a permanent resident of Miami-Dade County and meet local income level requirements.

SERVICE CATEGORY (listed in alphabetical order)	REPORTING UNIT	REIMBURSEMENT UNIT	REIMBURSEMENT CAP	MAXIMUM % OF 2011 FEDERAL POVERTY LEVEL	ELIGIBLE HIV STATUS*	REQUIRED MEDICAID/ OTHER SCREENING
Transportation Vouchers (Discounted EASY Tickets)	Dollars per Voucher, # of Vouchers, and Unduplicated # of Clients Served	Dollars per Voucher Plus a Dispensing Rate Not to Exceed 15%	Cost of Vouchers Plus Dispensing Rate Not to Exceed 15%	150%	I, II, III Medical Case Management Referral Case Manager re-certification required every 6 months.	Yes Clients must be screened for eligibility of Miami-Dade County Golden Pass Program, Special Transportation Services (STS), Miami-Dade Transit Transportation Disadvantaged Program, Medicaid, etc. A Ryan White Program Certified Referral, or an Out-of-Network Referral including appropriate backup documentation, is required for this service.

*LEGEND: I = HIV+ Asymptomatic, II = HIV+ Symptomatic, III = AIDS (As Defined by the CDC)

**PROPOSAL SUBMISSION CHECKLIST
HEALTH AND SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
(RFP No. 0313)**

	SECTIONS OF THE PROPOSAL		ATTACHMENT/ APPENDIX
A		Proposal Title Page	Attachment 1
B		Table of Contents	-
C		Abstract for the Proposed Services (complete this section once for each proposed service; max. 1 page per service category)	-
D		Service Experience (complete this section once; max. 10 pages)	-
	D1	Organizational History and Corporate/Tax Status	Appendix 1
	D2	Organization's Staff Experience	-
	D3	Organization's Medicaid, Medicaid Waiver, Medicare, and/or Federally Qualified Health Center Provider Status	-
	D4	Organization's Capacity to Respond to Special Client Groups	-
	D5	Organization's Client Orientation and Intake Processes	-
	D6	Organization's Internal Client Screening Processes (medical, financial, and Miami-Dade County residency; and for other benefit programs)	-
	D7	Organization Ensuring that Ryan White Part A/MAI is NOT Agency's Sole Source of Funding	-
	D8	Organization's Procedures or Processes to Bill Other Third Party Payers (Medicaid, Medicare, private insurance, etc.)	-
	D9	Organization's Process for Conducting External Referrals (including list of existing linkage agreements, letters of commitment, etc.)	Appendix 2

	SECTIONS OF THE PROPOSAL		ATTACHMENT/ APPENDIX
	D10	Organization's System for Collecting, Maintaining, and Reporting Client Level and Service Delivery Data; Ensure Compliance with Reporting Requirements	-
	D11	Certified Financial Audit Report, Financial Statements, or Form 990, as applicable (NOTE: attach copy only to original)	Appendix 3
	D12	Organization's Confidentiality Policies & Procedures (including but not limited to HIPAA)	-
	D13	Organization's Process to Monitor and Control Quality of Care	-
	D14	Organization's Policies Regarding Compassionate, Courteous, & Non-judgmental Care	-
	D15	Organization's Grievance Policies & Procedures	Appendix 4
	D16	Involvement of Persons Living with HIV/AIDS in the Organization's Decision-Making Process	-
	D17	List of Board of Directors, Officers of the Organization, and Advisory Council Members; and Ethnic Breakdown of Board and Staff (Professional or Volunteer)	Appendix 5
E		Proposed Service *	
	E1	Organization's <u>Past</u> Experience in Providing Proposed Service	-
	E2	Organization's <u>Current</u> Experience in Providing Proposed Service & Funding Source Summary Form	Attachment 14 & Appendix 6
	E3	Description of Level of Need/Demand for Each Proposed Service	-
	E4	Description of Proposed Service	-
	E5	Description of Organization's Policies Regarding Quality of Care	-
	E6	Scheduled hours of operation and locations	-

	SECTIONS OF THE PROPOSAL		ATTACHMENT/ APPENDIX
	E7	FOR ORGANIZATION'S PROPOSING TO PROVIDE PRESCRIPTION DRUG SERVICES ONLY: Policies and Procedures Regarding PHS 340B Pricing or AWP Pricing; Purchasing, Storing, Distributing Medications, etc.	-
	E8	Staff Availability & Name of Contract Coordinator (principal liaison and key staff)	-
	E9	Resumes, Job Descriptions, & Required Staff Licenses (principal liaison and key staff; licenses for professional staff)	Appendix 7
	E10	Organization's Innovations, Standards, or Best Practices	-
F		Line Item Budget *	-
	F1	Detailed Line Item Budget (Part A &/or MAI)	Attachment 8a &/or 8b
	F2	Narrative Budget Justification	Attachment 9
G		Required Affidavits/Acknowledgments	-
	G1	Acknowledgment of Addenda	Attachment 2
	G2	Miami-Dade County Lobbyists Registration for Oral Presentation	Attachment 3
	G3a	Proposer's Subcontractors/Suppliers Listing	Attachment 5a
	G3b	Proposer's Disclosure of Fair Subcontracting Policies	Attachment 5b
	G4a	Affirmative Action Plan Affidavit (including Procurement Policy)	Attachment 6
	G4b	Affirmative Action Plan Exemption Affidavit	Attachment 7
	G5	Miami-Dade County Criminal Record Affidavit (NOTE: obtain this affidavit from, complete it, and submit it directly to Miami-Dade County Internal Services Department-Procurement Management Division/Vendor Assistance Unit)	-
	G6	Miami-Dade County Collusion Affidavit	Attachment 15

*** Complete this section once for each proposed service; max. 8 pages.**

**RYAN WHITE PROGRAM
SERVICE PROVIDER FUNDING SOURCE SUMMARY**

Proposing Organization	Proposing Organization's Fiscal Year

Funding Source	Program Description/ Services to be Provided	Dollar Amount	Contract Period

Reproduce Copies of this Form as Necessary

**Instructions for Completing
Service Provider Funding Source Summary Form**

1. Under the title "Proposing Organization," please type the full legal name of the proposing organization.
2. Under the title "Proposing Organization's Fiscal Year," please type the fiscal year of the proposing organization.
3. In the column titled "Funding Source," please identify all non-Ryan White Part A or Minority AIDS Initiative (MAI) funding sources from which the proposing organization will draw funds to cover the costs associated with the provision of the services indicated under the column titled "Program Description/Services to be Provided". For example, include other funding sources such as, but not limited to, Ryan White Part B, Ryan White Part C, Ryan White Part D, State care and treatment, other federal, state, or local funding, foundation grants, as well as approximate amounts billed to Medicaid, Medicaid Project AIDS Care (PAC) Waiver, Medically Needy, Medicare, etc.
4. In the column titled "Program Description/Services to be Provided," please include a brief description of the service(s) that will be covered under the funding source indicated in the previous corresponding column.
5. In the column titled "Dollar Amount," please enter the total dollars awarded to the proposing organization by the previously identified funding source. If an award is pending, please include the amount and make an appropriate notation.
6. In the last column titled "Contract Period," please indicate the effective period (i.e., date range) for each source of funding.
7. Reproduce this form and attach additional pages as necessary.

COLLUSION AFFIDAVIT

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

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

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

I state that the bidder 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 or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

ATTACHMENT E

BID NO.:

BID TITLE:

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

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal



EXHIBIT

HEALTH AND SUPPORT SERVICES FOR PEOPLE LIVING WITH HIV/AIDS RFP No. 0313

FY 2012 Part A/MAI [or Part A] Continuation
Contract
Resolution # R-914-11

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2012 by and between Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention, Mayor, (hereinafter referred to as the "COUNTY"), and the [ENTER FULL LEGAL NAME OF SERVICE PROVIDER; NO CAPS NO BOLD], a Florida [ENTER TYPE OF AGENCY/CORPORATION - I.E., NON-PROFIT; FOR-PROFIT; EDUCATIONAL INSTITUTION, ETC. - CONFIRM WITH AGENCY] whose address is _____ Miami, Florida _____ [CHANGE LOCATION FOR AHF; NO CAPS], hereinafter referred to as the "SERVICE PROVIDER," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SERVICE PROVIDER shall provide [ENTER FULL NAME OF FUNDED SERVICE CATEGORY IN PRIORITY ORDER; NO CAPS] services to program-eligible persons living with HIV or AIDS; including services dedicated to minority persons living with HIV or AIDS, where applicable. [INCLUDE THIS LAST PHRASE "INCLUDING..." ONLY FOR MAI FUNDED AGENCIES]

WITNESSETH

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

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

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

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-914-11 on October 18, 2011 authorizing this Agreement; and

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

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

Article I
Definitions

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

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

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

having a gross household income not to exceed the indicated Federal Poverty Level guideline per service category will be eligible for Part A Program-funded services; and minority clients who meet the aforementioned requirements will be eligible to receive Minority AIDS Initiative (MAI) Program-funded services.

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

Article II

Responsibilities of the Service Provider

- 2.1 The SERVICE PROVIDER, by and through its agents, assigned representatives and sub-contractors agrees:
 - A. To provide the planned or proposed services described in the SERVICE PROVIDER'S Scope of Service(s) (Exhibit A) and the SERVICE PROVIDER'S Budget(s) (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SERVICE PROVIDER's response to a corresponding Request for Proposals

(RFP), including program description, approved line item budget, narrative budget justification and price form(s) or, where applicable, a price list or acknowledgment. The COUNTY reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established Ryan White Program requirements and limitations.

- B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as Part A services shall be provided to program-eligible persons living with HIV or AIDS who permanently reside in Miami-Dade County as further defined in Exhibits A and B of this Agreement. In addition to the before-mentioned residency requirement, services designated as MAI services shall only be provided to program-eligible minority persons living with HIV or AIDS as further defined in Exhibits A and B of this Agreement. Part A services and expenditures must be tracked separately from MAI services and expenditures.
- C. To adhere to the 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) days of contract execution, a Certificate of Status dated within the calendar year of the contract in the name of the SERVICE PROVIDER which certifies the following: that the SERVICE PROVIDER is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SERVICE PROVIDER'S most recent annual report has been filed, that the status of the SERVICE PROVIDER is active, and that the SERVICE PROVIDER has not filed Articles of Dissolution or a Certificate of Withdrawal.
- E. If applicable, to require all licensed professionals, including those of any sub-contractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses. In addition, the SERVICE PROVIDER must maintain "active" vendor status with Miami-Dade County's Internal Services Department, Procurement Management Division, as evidenced by the SERVICE PROVIDER'S submission of a vendor application package, to be updated as needed. OMB-GC staff will obtain a screen print of "active" vendor status from the COUNTY'S Financial Accounting and Management Information System (FAMIS) and Advanced Purchase Inventory Control System (ADPICS) for monitoring purchases of services and payment processing to vendors. Upon request from OMB-GC management, the SERVICE PROVIDER 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 twenty (20) calendar days from the date said incident occurs. Ignorance on the part of the SERVICE

PROVIDER of its obligations under this subsection shall in no way relieve the SERVICE PROVIDER from any of its responsibilities in this regard. The SERVICE PROVIDER'S failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

- F. To make available the personnel identified by the SERVICE PROVIDER in its response to the COUNTY'S corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within ten (10) business days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or sub-contractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY upon request. All personnel shall be considered to be, at all times, the sole employees of the SERVICE PROVIDER under its sole direction, and not employees or agents of the COUNTY.
- G. To provide optimal continuity of care to individual clients by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and if applicable, licensed, replacement when necessary.
- H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.
- I. To keep detailed records of client visits, other encounters (e.g., telephone contacts, home visits, referrals, etc.), and any other service provided, and staff time 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 County, State of Florida, and Federal requirements, and to document and verify billings to the COUNTY. SERVICE PROVIDER shall adhere to the site visit monitoring process as may be amended, in accordance with Federal and local guidelines and requirements.
- 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. Access to client records must be given to the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than seventy-two (72) hours after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the SERVICE PROVIDER for at least five (5) years following

the expiration of the Agreement, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period.

- 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 SERVICE PROVIDER or any firm, corporation, partnership or joint venture in which the SERVICE PROVIDER has a controlling financial interest in order to secure repayment of any loan made to the SERVICE PROVIDER by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (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 SERVICE PROVIDER will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the SERVICE PROVIDER; and the SERVICE PROVIDER 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 SERVICE PROVIDER. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the SERVICE PROVIDER.

The SERVICE PROVIDER, before making any subcontract for any portion of the services, 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, and such other information as the COUNTY may require. The COUNTY will have the right to require the SERVICE PROVIDER not to award any subcontract to a person, firm or corporation disapproved by the COUNTY.

Before entering into any subcontract hereunder, the SERVICE PROVIDER 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 Contract.

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 which is 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 SERVICE PROVIDER's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the COUNTY's and COUNTY's proprietary and confidential information. SERVICE PROVIDER shall furnish to the COUNTY copies of all subcontracts between SERVICE PROVIDER 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, in the event the COUNTY finds the SERVICE PROVIDER in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the COUNTY to any subcontractor hereunder as more fully described herein.

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

- N. Not to discriminate on the basis of race, sex, religion, color, age, marital status, national origin, disability/handicap or sexual orientation in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal and Miami-Dade County laws, regulations, and orders relating to non-discrimination.
- 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 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- P. To comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. §1368) Executive Order 11738, and the

Environmental Protection Agency regulations (40 C.F.R. part 15) (applies to contract awards in excess of \$100,000.00)].

- Q. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- R. To comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (applies to contract awards in excess of \$100,000.00). The SERVICE PROVIDER shall certify to the COUNTY it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The SERVICE PROVIDER shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- S. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement) and the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement).
- T. To comply with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SERVICE PROVIDER.
- U. To comply with all the requirements of the Americans with Disabilities Act (ADA), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable federal, state and local laws, regulations, and Executive Orders. In this regard, the SERVICE PROVIDER shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SERVICE PROVIDER shall provide program accessibility and effective communication for service recipients and employees. The SERVICE PROVIDER shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, Disability Rights Section – NYAV, Washington, D.C. 20530, within 180 days of the date of discrimination. A copy of such complaint

must also be filed with Theresa Fiaño, Program Director, Miami-Dade County Office of Management and Budget-Grants Coordination, Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit must be completed and on file with the COUNTY within thirty (30) days of contract execution. The SERVICE PROVIDER must be in full compliance with the laws referenced within the affidavit. The SERVICE PROVIDER'S failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XVII of this Agreement.

- V. To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in Article II, Section 2.1 (W) of this Agreement. The policies and procedures must ensure that:
- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
 - (2) Confidential records are not removed from the SERVICE PROVIDER'S premises, unless otherwise authorized by law or upon written consent from the COUNTY;
 - (3) Access to confidential information is restricted to authorized personnel of the SERVICE PROVIDER, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General;
 - (4) Records are not left unattended in areas accessible to unauthorized individuals;
 - (5) Access to electronic data is controlled;
 - (6) Written authorization, signed by the client, is obtained for release of copies of client records or information. Original documents must remain on file at the originating provider site;
 - (7) 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 confidentiality laws, regulations, and policies;

- (9) Client identifying information (i.e., client's name, address, social security number, telephone number) 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 SERVICE PROVIDER. Similarly, the SERVICE PROVIDER may only share client identifying information with other authorized entities if the client has specifically given in writing the SERVICE PROVIDER permission to do so;
 - (10) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Program Service Delivery Information System (SDIS) are established; and
 - (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.
- W. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where State laws do not prevail, SERVICE PROVIDER further agrees to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:
- (1) Use of information only for performing services required under this Agreement or as required by law;
 - (2) Use of appropriate safeguards to prevent non-permitted disclosures;
 - (3) Reporting to the COUNTY of any non-permitted use or disclosure;
 - (4) Assurances that any agents and sub-contractors agree to the same restrictions and conditions that apply to the SERVICE PROVIDER and reasonable assurances that IIHI/PHI will be held confidential;
 - (5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client 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 SERVICE PROVIDER must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with Protected Health Information and must post and distribute the COUNTY's Notice of Privacy Practices to Ryan White Program Part A and MAI clients.

- X. 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.
- Y. To provide a trilingual (English, Spanish, and Creole) Client Rights and Responsibilities Statement that is reviewed, signed, and dated by each client receiving Ryan White Program-funded services. A copy of the signed Client Rights and Responsibilities Statement must be maintained in the client's chart.
- Z. To participate in the Ryan White Program Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as further detailed in Article IV, Sections 4.3 and 4.5, with the ultimate goals of improving the health status of program-eligible HIV+ clients, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining and improving quality in service delivery. Through internal performance improvement and quality management activities, the SERVICE PROVIDER shall be expected to identify problems in service delivery and business operations that may impact the health status of program-eligible HIV+ clients served under this Agreement.
- AA. To cooperate in the quality management audit process that includes record reviews, as a part of the COUNTY'S Performance Improvement Plan for Ryan White Program-funded services. The SERVICE PROVIDER is required to respond in writing within two (2) calendar weeks of notification of related audit or review findings with a plan of corrective action, if required. All audits shall be conducted onsite. The SERVICE PROVIDER is also required to participate in additional quality management activities such as technical assistance or training to address any deficiencies identified during the review or audit process. The SERVICE PROVIDER will also collaborate with the COUNTY and the Miami-

Dade HIV/AIDS Partnership in the development of outcome measures for applicable service categories.

- BB. To participate in on-going technical assistance meetings, provider forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.
- CC. To establish, document, and maintain appropriate and on-going referral and linkage agreements with Ryan White Program and non-Ryan White Program-funded service providers and key points of entry to the system of care for persons living with HIV disease, including, but not limited to, outpatient medical care and medical case management providers, substance abuse treatment providers, sexually transmitted disease (STD) clinics, HIV counseling and testing sites, mental health clinics, hospitals/emergency room departments, adult and juvenile detention centers, jail or correctional facilities, and homeless shelters.
- DD. To notify 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 Service(s) (Exhibit A). Written notification must include the nature of the changes, actions taken by the SERVICE PROVIDER toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an impact on service delivery or client access to services funded under this Agreement.
- EE. To ensure that the SERVICE PROVIDER'S Board of Directors or Trustees are apprised of the programmatic, fiscal, administrative, and agreement obligations of the Ryan White Program, the Board of Directors or Trustees must pass a formal resolution authorizing execution of the Ryan White Program Professional Services Agreement for Part A and/or MAI-funded services with the COUNTY. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President and any other persons authorized to execute this Agreement on behalf of the SERVICE PROVIDER, and reference the service categories and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. In the event that a resolution is not required by operation of law, then the SERVICE PROVIDER must submit to the County a document evidencing who has the authority to execute this Agreement.
- FF. To adhere to the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the FY 2012 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. CLAS "mandates" are current Federal requirements for all recipients of Federal funds. CLAS "guidelines" are activities recommended by the Office of Minority Health for adoption as mandates by Federal, State, and

national accrediting agencies. CLAS "recommendations" are suggested by the Office of Minority Health for voluntary adoption by health care organizations.

- GG. To adhere to the Health Resources and Services Administration's "HIV/AIDS Bureau (HAB) HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Groups 1, 2, and 3," as amended, as well as the HAB Performance Measures for Medical Case Management, Oral Health Care, Systems-level, and Pediatric services, as defined by the U.S. Department of Health and Human Services, HAB, 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.
- HH. To adhere to Executive Order 13166, dated August 11, 2000, which requires the SERVICE PROVIDER 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 service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to health and social services.
- 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 U.S.C. §7104); which includes provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient. Additional information can be found at the following HRSA website: <http://www.hrsa.gov/grants/trafficking.html>.
- JJ. Disaster Plan/Continuity of Operations Plan (COOP). The SERVICE PROVIDER shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or County requirement applicable to the SERVICE PROVIDER. Any revisions or updates to the previously submitted Disaster Plan/COOP must be submitted to the OMB-GC within sixty (60) days of contract execution and is also subject to review and approval of the County in its sole discretion. The SERVICE PROVIDER will review the Plan annually, revise it as needed, and maintain a written copy on file at the SERVICE PROVIDER'S site. The COOP and its updates are also subject to review by the COUNTY during monitoring site visits.
- KK. The SERVICE PROVIDER agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the

Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the SERVICE PROVIDER must submit an affidavit attesting that it is not in violation of the Acts. If the SERVICE PROVIDER or any owner, subsidiary, or other firm affiliated with or related to the SERVICE PROVIDER is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the SERVICE PROVIDER.

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

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

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

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

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

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

or dysfunction, or brain damage, or the infirmities of aging.

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

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

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

- MM. To adhere to Consolidated Appropriations Act, 2012 (P.L. 112-74) enacted December 23, 2011, which limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. As of the date of this Agreement, HRSA funds may not be used to pay the salary of an individual at a rate in excess of \$179,700 (the Executive Level II salary of the Federal Executive Pay scale). This salary limitation also applies to subawards/subcontracts for substantive work under a HRS 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 SERVICE PROVIDER'S award amount will not necessarily be recalculated to adjust for necessary reductions in salaries included in the proposal or line item budget. However, none of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the salary limitation. 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.

Article III

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

- 3.1 The SERVICE PROVIDER 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 SERVICE PROVIDER shall be bound by all determinations or orders and shall promptly obey and follow every order of the Program Director or designated representative, including the withdrawal or modification of any previous order and regardless of whether the SERVICE PROVIDER 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 SERVICE PROVIDER must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Director. In the event that the SERVICE PROVIDER and the Program Director are unable to resolve their difference, the SERVICE PROVIDER may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- 3.4 In the event of such dispute, the parties to this Agreement authorize the County Mayor or the Mayor's designee, who may not be the 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 Mayor's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor or the Mayor's designee within ten (10) days of the occurrence, event or act out of which the dispute arises.
- 3.5 The County Mayor or the Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SERVICE PROVIDER'S performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or the Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SERVICE PROVIDER to the County Mayor or the Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or the Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or the Mayor's designee, as appropriate, shall

render a decision in writing and deliver a copy of the same to the SERVICE PROVIDER. Except as such remedies may be limited or waived elsewhere in the Agreement, SERVICE PROVIDER reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV
Responsibilities of the County

The COUNTY agrees:

- 4.1 To monitor the operations of the SERVICE PROVIDER, according to Federal and local guidelines and requirements, in order to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SERVICE PROVIDER and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.
- 4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines and the Health Resources and Services Administration's "HIV/AIDS Bureau (HAB) HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Groups 1, 2, and 3," as amended, as well as the HAB Performance Measures for Medical Case Management, Oral Health Care, Systems-level, and Pediatric services, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, for the treatment of HIV disease and related opportunistic infections, and to develop strategies for ensuring that such services are consistent with the PHS guidelines for improvement in the access to and quality of health services.
- 4.3 To develop and implement the Ryan White Program Performance Improvement Plan (PIP) and Quality Management Program to ensure that program-eligible clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Management and Budget-Grants Coordination, the Miami-Dade HIV/AIDS Partnership, service providers, Behavioral Science Research Corporation, Automated Case Management Systems, Inc., and the Performance Improvement Advisory Team (PIAT)], to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with County, State, and Federal mandates.
- 4.4 To ensure that demographic, clinical, and primary medical care utilization information reported by the SERVICE PROVIDER is used to monitor HIV-related illnesses and trends in the local epidemic.
- 4.5 To monitor the SERVICE PROVIDER'S compliance with standards for clinical services and the supportive services that link clients with outpatient medical care, if applicable under this Agreement. At a minimum, the COUNTY will demonstrate that Ryan White Program Part A and MAI-funded outpatient medical care and supportive service provision is consistent with PHS treatment guidelines for adults, adolescents, pediatrics,

perinatal exposure, non-occupational exposure, primary medical care worker exposure, opportunistic infections, and tuberculosis. In addition, the COUNTY will monitor that Ryan White Program Part A and MAI-funded providers comply with Health Resources and Services Administration's "HIV/AIDS Bureau (HAB) HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Groups 1, 2, and 3," as amended, as well as the HAB Performance Measures for Medical Case Management, Oral Health Care, Systems-level, and Pediatric services, as defined by the U.S. Department of Health and Human Services, HAB, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership; the Oral Health Care Standards and the Minimum Primary Medical Care Standards for Chart Review as established by the Miami-Dade HIV/AIDS Partnership; and any additional Clinical Performance Measures that may be disseminated during this contract year.

- 4.6 To exchange SERVICE PROVIDER contract information, service utilization data, reimbursement information, and performance reports with other funding sources that the SERVICE PROVIDER 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 confidentiality, IIHI or PHI as required by HIPAA.

Article V
Joint Responsibilities

- 5.1 Both Parties agree that the confidentiality of the clients served by the SERVICE PROVIDER under this Agreement shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring and evaluation provided; however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.
- 5.2 Both Parties agree that each will adhere to the HRSA/HAB Division of Service Systems Monitoring Standards for Ryan White Part A Grantees, as may be amended; including all applicable Programmatic, Fiscal, and Universal Monitoring Standards. 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 SERVICE PROVIDER to monitor adherence to these standards; at a date and time to be determined by the Office of Management and Budget-Grants Coordination.

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

- 6.1 The SERVICE PROVIDER agrees to comply with applicable provisions of Federal, State and County laws, regulations and rules such as OMB Circulars A-21, A-87, A-122, A-128, A-133 and 48 CFR, Subpart 31, as may be amended. Where applicable, the

SERVICE PROVIDER also agrees to comply with cost-effectiveness and reasonableness in prescription drug acquisition practices according to 42 CFR Part 50, Subpart E, and OMC Circulars A-87 and A-122 regarding cost principles. Where applicable, if the SERVICE PROVIDER 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.

- 6.2 The SERVICE PROVIDER agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, and the Minority AIDS Initiative where applicable, as may be amended.
- 6.3 The SERVICE PROVIDER agrees to provide the COUNTY with the SERVICE PROVIDER'S Data Universal Numbering System (DUNS) number prior to contract execution. The Terms and Conditions of the Federal Grant Award to the COUNTY for Ryan White Program services state that no entity may receive a subaward unless the subrecipient (i.e., the SERVICE PROVIDER) has provided its DUNS number to the recipient of the award (i.e., the COUNTY). A DUNS number is a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun & Bradstreet (D&B) and are used for a variety of purposes, including establishing business credit, applying for government contracting opportunities, and giving potential customers a way to view your payment history. In addition, the SERVICE PROVIDER must be registered in the Central Contractor Registration (CCR) system (<http://www.ccr.gov>). A DUNS number can be obtained from Dun & Bradstreet, on-line at www.govt@dnb.com. Questions about the DUNS number should be directed to Dun & Bradstreet Customer Service at 1-866-705-5711.
- 6.4 The SERVICE PROVIDER agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV-related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to program-eligible persons living with HIV or AIDS.
- 6.5 If a particular service is available under the State Medicaid Plan or Medicaid Waiver Program, the SERVICE PROVIDER must enter into a participation agreement, if appropriate, and be qualified to receive payment under the State Medicaid Plan or Medicaid Waiver Program.
- 6.6 Where applicable, recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute 42 U.S.C. §1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. §1320 7b(b) Illegal remunerations, which states, in part, that whoever knowingly and willfully:
 - A. Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, 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,

OR

- B. In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five (5) years, or both.

6.7 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.
- B. Purchase or improve land, or to purchase, construct, or permanently improve any building or other facility (other than minor remodeling).
- C. Make direct cash payments to recipients of services, except in the form of food, personal hygiene products, or transportation vouchers as applicable to this Agreement.
- D. Provide inpatient or emergency room services.
- E. Develop materials designed to promote or encourage intravenous drug use or sexual activity.
- F. Purchase vehicles without written HRSA Grants Management Offer (GMO) approval.
- G. 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.).
- H. 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 No. 10-02; with additional information available at www.hab.hrsa.gov.

- I. 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.
- J. Influence or attempt to influence members of the Miami-Dade Board of County Commissioners, the Miami-Dade County Mayor, or any employee or personnel of Miami-Dade County.
- K. Conduct foreign travel.
- L. Use Ryan White HIV/AIDS Program funds to support Syringe Services Programs, inclusive of syringe exchange, access, and disposal.
- M. Use Ryan White HIV/AIDS Program funds to file any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.

6.8 The SERVICE PROVIDER shall:

- A. Participate in activities related to the development of a community-based continuum of care encompassing the comprehensive range of services required by program-eligible persons living with HIV infection or their families, where applicable, in order to meet the HIV+ client's health care and social service needs throughout the course of their illness;
- B. Commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among Ryan White Program-funded service providers; and
- C. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients or other care providers. The SERVICE PROVIDER'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 SERVICE PROVIDER'S internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SERVICE PROVIDER to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SERVICE PROVIDER; and, a timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SERVICE PROVIDER site.

6.9 The SERVICE PROVIDER agrees to provide services under this Agreement without regard to:

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

6.10 Service provision shall be based on the following:

- A. The SERVICE PROVIDER agrees that client eligibility for services under this Agreement shall be determined on the basis of the medical status of the person living with HIV or AIDS, as documented by records referenced in Article VII of this Agreement.
- B. Services shall be provided to underserved medically indigent program-eligible persons living with HIV or AIDS whose income does not exceed 400% of the Federal Poverty Level [unless otherwise specifically noted in the FY 2012 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended], including, but not limited to, men, women, youth, children and infants, minorities, the homeless, the physically or mentally disabled, hemophiliacs, and persons affected by chemical dependency or mental illness, as documented by acceptable records as referenced in Article VII of this Agreement.
- C. The SERVICE PROVIDER shall ensure that each program-eligible service recipient permanently resides in Miami-Dade County, as documented by records referenced in Article VII, Section 7.1, of this Agreement.

6.11 The SERVICE PROVIDER shall:

- A. Assume the financial risk for providing services to individuals not testing HIV positive, except for instances where it is permissible to serve affected non-HIV positive individuals as per Federal guidelines, and as allowed under the most current Ryan White Program Service Delivery Guidelines;

- 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 or determined;
- C. Assume the financial risk for providing services to individuals who the SERVICE PROVIDER has not documented as eligible for Ryan White Program Part A or MAI-funded services, as specified in Article VII of this Agreement and the most current Ryan White Program Service Delivery Guidelines;
- D. Assume the financial risk for submitting a Ryan White Program Certified Referral to another Ryan White Program-funded provider certifying that the client is eligible if the SERVICE PROVIDER has not documented the client as being eligible for Ryan White Program Part A or MAI-funded services, as specified in Article VII of this Agreement and the most current Ryan White Program Service Delivery Guidelines;
- E. Provide services in a setting that is accessible to low-income, program-eligible clients living with HIV disease;
- F. Conduct general outreach (recruitment) to locate low-income program-eligible individuals living with HIV disease and are not receiving outpatient medical care or treatment in order to inform such individuals of available services at the SERVICE PROVIDER'S location and in the community;
- G. Demonstrate and document compliance, to the extent possible, with the Ryan White Program System-wide Standards of Care; the Health Resources and Services Administration's "HIV/AIDS Bureau (HAB) HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Groups 1, 2, and 3," as amended, as well as the HAB Performance Measures for Medical Case Management and Oral Health Care, as defined by the U.S. Department of Health and Human Services, HAB, where applicable; the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care; and, if applicable, with the Ryan White Program Medical Case Management Standards of Service, Public Health Service Guidelines, Ryan White Program Oral Health Care Standards, and the Minimum Primary Medical Care Standards for Chart Review; as well as any related Clinical Performance Measures that may be disseminated during the contract year;
- H. Coordinate service delivery and medical case management efforts with other Ryan White Program (Part A and MAI) and non-Ryan White Program service providers;
- I. Coordinate continuous quality improvement activities with other care providers as appropriate;
- J. Participate in quality management trainings, workshops, and any other related activities as required by the COUNTY or the Miami-Dade HIV/AIDS Partnership;

- K. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training; and
- L. Maintain sufficient 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, 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, SERVICE PROVIDER staff shall also include details of the visit in a progress note which must also be maintained in the client chart. Upon request, a written acknowledgment of the services rendered shall be provided to 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 supporting documentation may result in payments being denied or fiscal repayment to the Ryan White Program.

Article VII
Reporting, Record-keeping, and Evaluation Studies

- 7.1 The SERVICE PROVIDER shall keep adequate, legible records of program-eligible clients served and the services provided to those clients as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SERVICE PROVIDER shall maintain, and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SERVICE PROVIDER and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period.

Documentation of client eligibility is required at initial intake and recertification of eligibility is required every six (6) months thereafter; and must include verification of low-income status, residency in Miami-Dade County, and that the Ryan White HIV/AIDS Program is the payer of last resort. The client's medical necessity (HIV status) must be documented at least once, unless there is a progression to AIDS.

- A. At a minimum, the following records shall be kept:
 - (1) Documentation of the program-eligible client having HIV or AIDS. Said documentation shall include a copy of one (1) or more of the following: lab test results (HIV Western Blot, ELISA with Western Blot, detectable viral load or culture result; a positive HIV viral culture or test result); or a certified referral form. A PAC Waiver Notification of Level of Care (Form 603) will also be accepted as proof of a client's HIV+ status. See Exhibit

A, Section 1, of this Agreement for more details, as incorporated herein by reference.

- (2) Documentation of the program-eligible client's economic status that establishes their gross household income. Said documentation shall include but not be limited to a copy of one (1) or more of the following: the client's paycheck stubs for the most current two (2) pay periods; Supplemental Security Income (SSI) checks or benefit/award letters; Social Security Disability Insurance (SSDI) benefit/award letters; Social Security Administration (SSA) benefit/award letter; Temporary Assistance for Needy Families (TANF) checks or benefit/award letters; HOPWA/Section 8 Rental Assistance Statement; other letters of Notification of Benefits (i.e., Medicaid, Medicare, Food Stamps, private disability, retirement/pension, Worker's Compensation, Veteran's Administration, Women, Infants and Children (WIC) Program, Low Income Subsidy, etc.); other public assistance checks; current W2 Forms; current and signed Individual or Business Tax Return Forms; Third Party Query Procedure (TPQY) screenings for verifying SSA/SSI benefit information; notarized letter from Head of Household (HOH) detailing the client's relationship to the HOH and the level of financial assistance provided to the client; income from rental property; child support/court order check; (for undocumented clients only) a letter from the employer indicating the level of pay provided to the client; a zero income letter from a shelter or residential treatment facility located in Miami-Dade County; a certified referral form; or in extreme and rare cases, a notarized self-declaration letter from the client indicating their income (which must be approved by a Ryan White Program Medical Case Management Supervisor or the Office of Management and Budget-Grants Coordination). See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility, of the FY 2012 Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

In addition, SERVICE PROVIDER shall check for Property Information on the property tax page of the Miami-Dade County Tax Collector website (www.miamidade.gov/proptax/) to ensure that all Ryan White Program-eligible clients are screened at initial intake and at each 6-month re-assessment to ensure that program-eligible clients do not have additional income from rental property. Clients who have more than one property listed in their name must have their gross household income adjusted accordingly. Documentation to support the completion of this search (showing additional properties or no properties) must be filed in the client's chart.

- (3) Documentation of the program-eligible client's permanent physical residency in Miami-Dade County. Such documentation shall include but not be limited to, a copy of one (1) of the following forms of documentation showing the client's physical living address in Miami-Dade County: the client's current and valid, government-issued State of Florida

driver's license or State of Florida Identification Card; rental lease, mortgage documents or rent receipts in the name of the client; notarized Head of Household (HOH) letter only if the client physically resides with the person completing the HOH letter; property search of Miami-Dade County Tax Collector website (www.miamidade.gov/proptax/) if the residence is listed in the client's name; Declaration of Domicile (Form 578; also known as the Declaration of Residence) as issued by the Miami-Dade County Courthouse; utility bills in the client's name; Department of Corrections Certification; or a certified referral form. See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility, of the FY 2012 Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

- (4) Service eligibility determination must be made and documented based on the most current Ryan White Program Service Delivery Guidelines and the corresponding Ryan White Program Cost and Eligibility Summary Chart.
- (5) Service providers receiving a Ryan White Program Certified Referral or OON Referral must maintain a copy of the referral in the client's chart.
 - (i) Failure of the referring agency to maintain appropriate eligibility documentation in the client chart, or of the receiving agency to maintain the actual Ryan White Program Certified Referral in the client chart, is subject to corrective action and fiscal repayment to the County.
 - (ii) For the service provider receiving an OON referral, failure to maintain the actual OON referral and its allowable supporting documentation and consent forms on file in the client's chart is also subject to corrective action and fiscal repayment to the County.
- (6) A cost allocation plan along with supporting documentation for any shared costs included in the SERVICE PROVIDER'S approved contract budget(s) for the provision of HIV-related services under the Ryan White Part A and/or MAI Programs, where applicable.

- B. The SERVICE PROVIDER shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided, in a format determined by the COUNTY, regarding the provision and utilization of Part A and MAI-funded services, where applicable, in accordance with the provisions of 45 CFR Part 92, Subpart C and the Ryan White HIV/AIDS Treatment Extension Act of 2009, including the Minority AIDS Initiative, as may be amended. These monthly reports shall include:

Client-level (intake) information that is entered in the Ryan White Program Service Delivery Information System (SDIS), as required and as applicable, in

order to receive reimbursement for services rendered that includes client identifier number(s), intake date, date of birth, proof of HIV status, gender, race, ethnicity, country of origin, primary language, risk-related behaviors, level of HIV infection, referral source, ZIP code, TB status, year of diagnosis, location of diagnosis, annual client income, gross household income, size of household, insurance status, identification as a new or follow-up client, specific service(s) provided, number of service units provided, unit cost, multiplier rate, dispensing cost, and total monthly cost per service category. Medical case management providers must also utilize the SDIS to enter progress notes no later than two (2) business days after service provision.

- C. Based on client-level and service utilization data entered in the SDIS, the Part A-funded SERVICE PROVIDER shall submit an Annual Progress Report, a qualitative report based on fiscal year billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at a date to be determined by the COUNTY. This report 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 CLAS Standards, the Ryan White Program System-wide Standards of Care, and the Medical Case Management Standards of Service, where applicable, as defined in the FY 2012 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. As a component of this report, the SERVICE PROVIDER shall also collect and report to the COUNTY, in a format to be provided, information on specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

The MAI-funded SERVICE PROVIDER shall enter all client-level and service utilization data in the SDIS for minority clients to assist with the reporting of the Annual Progress Report for MAI-funded services. The COUNTY will be responsible for preparing a summary report to submit to HRSA, based on the client and service data entered in SDIS. This COUNTY generated report will include information on client demographics, service utilization, and specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

- D. The SERVICE PROVIDER, on an annual basis, shall submit to the COUNTY a Ryan White Program Client-level Services Data Report (RSR), a quantitative annual report based on calendar year client-level service utilization data. This documentation shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate and as defined in the FY 2012 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. The RSR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding.

- E. The SERVICE PROVIDER shall submit to the COUNTY a Final Line Item Expenditure Report, separate for each funded service category, itemizing all Ryan White Part A and MAI funding, where applicable, and other shared costs received and actual expenditures incurred during the contract period associated with this Agreement. The Final Line Item Expenditure Report must be based on the actual amount of Part A/MAI funds reimbursed by the County's Ryan White Program and must reflect all changes made to the SERVICE PROVIDER'S Part A/MAI award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding Fiscal Year. The Final Line Item Expenditure Report must be submitted no later than sixty (60) calendar days following the end of the contract period, or at any time specified by the COUNTY. This Final Line Item Expenditure Report must be consistent with the applicable OMB Circulars (A-21, A-87, A-122, A-133, or 48 CFR, Subpart 31).

If SERVICE PROVIDER'S contract totals more than \$100,000 in direct funding across all Ryan White Program-funded service categories, SERVICE PROVIDER will submit an annual signed certification, disclosure, and/or assurance to accompany the Final Line Item Expenditure Report. Such certification, disclosure, and/or assurance will indicate that Ryan White Program funds were used in accordance with the FY 2012 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, and do not include unallowable costs as detailed in Article VI, Section 6.7, of this Agreement.

- F. The SERVICE PROVIDER shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of \$1,000.00 or more per item and with a normal life of one or more years, not including equipment directly related to the Ryan White Program Service Delivery Information System (SDIS). All nonexpendable property purchased with Federal Ryan White Part A/MAI funds from this and previous Agreements with the COUNTY shall be inventoried annually by the SERVICE PROVIDER. An inventory report shall be submitted to the COUNTY, on a format to be provided by the COUNTY.

1. The SERVICE PROVIDER'S nonexpendable property records shall include:
 - (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;
 - (b) Location of nonexpendable property;
 - (c) Model number and manufacturer's serial number;
 - (d) Date of acquisition;
 - (e) Property cost;

- (f) Property inventory number;
 - (g) Information on its condition; and
 - (h) Information on its transfer, replacement or disposition, if applicable.
 - 2. Title (ownership) to all nonexpendable personal property as identified directly above in Article VII, Section 7.1 F(1) that was purchased with Federal Ryan White Part A or MAI Program funds under this Agreement or prior year Agreements shall vest in the COUNTY.
 - 3. The SERVICE PROVIDER must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal Ryan White Part A or MAI funds under this Agreement or prior year Agreements. The SERVICE PROVIDER shall transfer or dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.
 - 4. All equipment and products purchased with Ryan White Part A or MAI funds under this Agreement or prior year Agreements should be American-made, to the greatest extent practicable.
 - G. The SERVICE PROVIDER shall utilize standard forms developed by the COUNTY or the Miami-Dade HIV/AIDS Partnership to deliver, document, coordinate and report services provided under this Agreement. The SERVICE PROVIDER shall begin to utilize such standard tools immediately upon implementation by the COUNTY or the Miami-Dade HIV/AIDS Partnership.
 - H. The SERVICE PROVIDER shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the COUNTY'S request.
- 7.2 The SERVICE PROVIDER agrees to participate in evaluation studies, quality management activities, Performance Improvement Plan activities, and needs assessment activities sponsored by the U.S. Health Resources and Services Administration (HRSA) or analyses carried out by or on behalf of the COUNTY or the Miami-Dade HIV/AIDS Partnership to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SERVICE PROVIDER shall:
- A. Permit right of access of authorized staff involved in such efforts to SERVICE PROVIDER'S premises and records, in accordance with applicable Federal and

State privacy laws and requirements, and in accordance with Article II, Section 2.1 (W) of this Agreement;

- B. Provide each client a confidential client survey consent form to be provided by the COUNTY or its authorized representatives which will include his/her Client Identification System (CIS) number, the name of the SERVICE PROVIDER, 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 service provider forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support service providers; and
 - D. Participate in record review exit interviews, and work to address recommended improvements or corrective actions.
- 7.3 The SERVICE PROVIDER agrees to participate in the Ryan White Program Service Delivery Information System (SDIS). This participation shall, at a minimum, assure:
- A. The right of access of authorized COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the SDIS, on behalf of the COUNTY, to the SERVICE PROVIDER'S premises, equipment, electronic files, client charts, and where appropriate, medical records, in accordance with applicable Federal and State privacy laws and requirements, and in accordance with Article II, Section 2.1 (W) of this Agreement;
 - B. Completion of data entry and updates of minimum data set (required fields) specified in the SDIS Data Entry Procedures form included under Exhibit A of this Agreement. In addition, the SERVICE PROVIDER must maintain the level of staff involvement and frequency of data entry specified under Exhibit A of this Agreement;
 - C. Compliance with all policies and procedures related to the full use of the SDIS as required by the COUNTY; including, but not limited to, medical case management providers utilizing the SDIS to record intake information, referrals, and progress notes; and all service providers utilizing the SDIS to record client level information and service utilization data;
 - D. The submission of a written request to the COUNTY (via U.S. mail, facsimile, or electronic mail) for any additional staff, equipment, or telecommunication lines needed to access the SDIS. Requests for additional staff to gain access to the SDIS must be submitted to the COUNTY, on a form provided by the COUNTY, within fifteen (15) days of the date of hire. Requests for additions to the SDIS that exceed three (3) months from the first date the staff person provided services to Ryan White program-eligible clients may be denied. The written request for equipment shall, at a minimum, include a justification for the request, the type and number of equipment items or telecommunication lines needed, and the number and names of the staff members that will need access to the SDIS,

as well as a description of their responsibilities and their start date under this Agreement;

- E. Participation of appropriate SERVICE PROVIDER staff persons in on-going SDIS technical assistance and training workshops, and user support groups;
- F. Timely updates of electronic client records. The SERVICE PROVIDER will update the SDIS with current information on the client's medical, financial, and Miami-Dade County permanent residency eligibility for Ryan White Program and MAI-funded services, and will update any and all required fields specified under Exhibit A of this Agreement. The SERVICE PROVIDER will also be responsible for updating client records prior to submitting Ryan White Program Certified Referrals to other Part A or MAI-funded service providers. **Ryan White Program Certified Referrals made without proper documentation in the SDIS of the clients' medical, financial, and residency eligibility for specific Part A or MAI-funded services may result in payment deductions for the SERVICE PROVIDER making the referrals;** and
- G. Service delivery data shall be entered or uploaded in the SDIS, compiled in a service report, and submitted to the COUNTY on a monthly basis as part of the SERVICE PROVIDER'S reimbursement request. The SERVICE PROVIDER, upon notification by the COUNTY, shall provide clarification or verification and supporting documentation, if requested, for line items that were determined by the COUNTY to be questionable. The SERVICE PROVIDER will respond to the request for additional information or clarification within one (1) week of being notified by the COUNTY. Failure to respond to the COUNTY'S request may result in denial of item(s) in question.

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

7.5 The SERVICE PROVIDER shall:

- A. Maintain appropriate systems, in addition to the Ryan White Program Service Delivery Information System (SDIS), to ensure compliance with all record-keeping and reporting requirements;
- B. Keep accounting records which conform with generally accepted accounting principles which shall include but not be limited to a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient (client) escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the COUNTY. All such records shall be retained by the SERVICE PROVIDER for not less than five (5) years from the expiration of this

Agreement and any extension thereof, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period;

- C. Furnish to the COUNTY copies of the annual certified public accountant's audit report and all related financial statements made in accordance with applicable OMB Circulars (A-21, A-87, A-122, A-128, and A-133) and 48 CFR, Subpart 31, contract cost principles and procedures, and the related financial statements. The audit(s) performed shall be conducted on each of the organization's fiscal year(s) during which Ryan White Program Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent auditors. Non-Federal entities that expend less than \$500,000 per fiscal year in awards from all Federal sources with fiscal years ending after December 31, 2003, are exempt from the OMB Circular A-133 audit requirements awards for that year, but such entities are still required to submit a certified report of audited financial statements. A copy of the complete audit report must be received by the COUNTY no later than six (6) months following the end of the SERVICE PROVIDER'S fiscal year, unless the COUNTY agrees to an extension in writing; and
- D. Include record-keeping and reporting requirements in all COUNTY approved sub-contracts that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of Service(s) (Exhibit A) and meet all requirements set forth in Article II, Section 2.1 (M) of this Agreement.

Article VIII Amount Payable

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

Service Category

For [insert full service category name, in same order as page 1, and in lower case; then bold off]:

Amount

\$[line up 1's column, no decimals; then bold off]

- 8.2 It is clearly understood that all services requested are on an "as needed basis" and that the service estimate or maximum amount payable referred to in this Agreement in no way constitutes a guarantee of the level of effort that may be requested from the SERVICE PROVIDER or a guarantee of a specific amount payable.
- 8.3 The SERVICE PROVIDER'S budget(s) will be reduced accordingly, if the Office of Management and Budget-Grants Coordination as designated by the County Mayor or the Mayor's designee to administer the grant finds that:
- A. The SERVICE PROVIDER fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or
 - B. There were any significant deviations from the approved Scope of Service(s) (Exhibit A) indicating that the SERVICE PROVIDER is not spending at a rate that would absorb its full allocation, for any category of service, within the contract period.
- 8.4 In the event the COUNTY determines that a reduction in the SERVICE PROVIDER'S budget(s) is necessary, the COUNTY shall notify the SERVICE PROVIDER in writing within thirty (30) days of said reduction decision.

Article IX
Project Budget and Method of Payment

- 9.1 The SERVICE PROVIDER agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. Failure to submit monthly reimbursement request(s) and Service Delivery Information System reports in a manner satisfactory to the COUNTY by the twentieth (20th) day of each month following the month in which services were delivered, shall render the SERVICE PROVIDER in non-compliance with this Article, unless the COUNTY has granted the SERVICE PROVIDER an extension in writing. The COUNTY may require the SERVICE PROVIDER to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. The invoices shall be properly documented and prepared in accordance with the COUNTY'S Ryan White Program reimbursement policies. Where applicable, outpatient medical care and outreach service providers who submit a reimbursement request four (4) months after the date of service provision may be denied. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.
- A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SERVICE PROVIDER as part of this Agreement and any

modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SERVICE PROVIDER as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

- B. For non-governmental service providers, no payments will be made without original certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY'S General Service Administration, Risk Management Division, as specified under Article XI, Section 11.3.
 - C. The contract close-out invoice along with any outstanding reports shall be submitted no later than forty-five calendar days following the end of the contract period. If the SERVICE PROVIDER fails to comply, all rights to payment will be forfeited.
- 9.2 At the option of the COUNTY, reimbursement shall be consistent with the SERVICE PROVIDER'S approved Service Budget documents [line item budget(s), narrative budget justification(s), price form(s), price list(s), or acknowledgment(s)], (shown as Exhibit B attached herewith), and on the basis of one or more of the following items:
- A. Staff Time: to be invoiced by copy of the SERVICE PROVIDER'S time sheets and payroll records;
 - B. Service Units: to be billed at the unit cost, multiplier rate, or dispensing charge contained in the approved Service Budget and Price Form(s), and invoiced with supporting documentation showing units of services delivered (i.e., actual services provided or rendered) to eligible clients, as specified under Article VII of this Agreement;
 - C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; or;
 - D. Overhead rate (administrative charge): shown in approved Service Budget.
- 9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. Upon written notice to the SERVICE PROVIDER, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SERVICE PROVIDER. Upon withholding or seeking reimbursement from the SERVICE PROVIDER, the COUNTY has the right to retain said funds. Notice shall be provided by the COUNTY to the SERVICE PROVIDER within ten (10) days from the date the COUNTY is informed by the SERVICE PROVIDER or other source, or the COUNTY discovers through its independent inspection, review, or audit pursuant to Article II, Sections 2.1 (I) and (J) of this Agreement that the SERVICE PROVIDER was not entitled to any or all funds claimed under this or any current or prior Agreement between the SERVICE PROVIDER and the COUNTY. Notwithstanding the County's rights as described herein, the County shall communicate and work with the SERVICE PROVIDER 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 SERVICE PROVIDER'S actual expenditures shall not deviate from the approved Service Budget(s) attached herein as Exhibit B without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.
- 9.5 Budget revision requests must be submitted to the Office of Management and Budget-Grants Coordination (OMB-GC) Ryan White Program no later than thirty (30) calendar days prior to the end of the contract period. For outreach services only, budget revision requests submitted to OMB-GC after the deadline will be considered on a case-by-case basis. Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the SERVICE PROVIDER.
- 9.6 The SERVICE PROVIDER agrees to send all invoices, reports, and budget revision requests to the following address:

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

- 9.7 Documents requiring original signatures must be mailed or hand delivered to the address listed directly above in Section 9.6. All other documents or reports may also be sent to the Office of Management and Budget-Grants Coordination via email or facsimile (305-375-4454) if prior arrangements are made by the SERVICE PROVIDER and COUNTY.
- 9.8 The COUNTY agrees to review invoices and to inform the SERVICE PROVIDER of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the COUNTY'S Ryan White Program reimbursement policies shall be mailed to the SERVICE PROVIDER, or if approved, via electronic transfer (direct deposit) by the COUNTY'S Finance Department.
- 9.9 The SERVICE PROVIDER agrees to comply with any changes to the reimbursement procedures specified by the COUNTY, including changes to required information and format of monthly reimbursement reports.

Article X
Representations and Warranties

- 10.1 The SERVICE PROVIDER represents and warrants to the COUNTY as follows:

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

Article XI
Indemnification and Insurance

11.1 Indemnification by the SERVICE PROVIDER.

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

employees, agents, and instrumentalities, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it may be amended, from any and all personal injury or property damage claims, liabilities, losses and causes of action including attorney's fees and costs of defense, which may arise solely as a result of the negligence of the SERVICE PROVIDER, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SERVICE PROVIDER or its employees, agents, servants, partners, principals, or sub-contractors. The SERVICE PROVIDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the SERVICE PROVIDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party. Nothing in this Agreement extends the SERVICE PROVIDER's liability as a waiver of sovereign immunity beyond the limits established by Sec. 768.28, Fla. Stat., as amended.

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 Service Providers.** The parties hereto acknowledge that the SERVICE PROVIDER is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The SERVICE PROVIDER 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, Florida Statutes.

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

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

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

- B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statutes, Chapter 440.
- C. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

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

- E. Professional Liability Insurance in the name of the SERVICE PROVIDER, when applicable, in an amount not less than \$250,000.
- 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 "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY's Risk Management Division.

OR

- 2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services, and must be a member of the Florida Guaranty Fund.
- G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.
- H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.
- I. Applicability of Article XI of this Agreement affects SERVICE PROVIDERS whose combined total award for all services funded under this Agreement exceed a \$25,000 threshold. In the event that the SERVICE PROVIDER whose original total combined award is less than \$25,000, but receives additional

funding during the contract period which makes the total combined award under this Agreement exceed \$25,000, then the requirements in Article XI shall apply.

- J. **Failure to Provide Certificates of Insurance.** The SERVICE PROVIDER shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

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

Article XII **Conflict of Interest**

- 12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.
- 12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by SERVICE PROVIDER shall be employed by the SERVICE PROVIDER unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the SERVICE PROVIDER if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:
- A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
 - B. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
 - C. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the

appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

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

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

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

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

Article XIII **Term of Agreement**

- 13.1 **Effective Term.** The effective term of this Agreement shall commence on March 1, 2012 and terminate at the close of business on February 28, 2013.

The COUNTY, for a total of not more than five (5) years from the date of the original new contract, may renew the Agreement in successive one-year increments, provided that all the terms and conditions, including performance measures set forth in the Scope of Services (Exhibit A) and service costs outlined in the approved line item budget(s) (Exhibit B), are met. Additionally, the SERVICE PROVIDER shall submit a revised Exhibit A and Exhibit B to the COUNTY for the subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term. Although the renewal is at the COUNTY's option, the refusal of the SERVICE PROVIDER to agree to said renewal of, does not constitute a breach of this Agreement. However, if the SERVICE PROVIDER does not agree to renew this Agreement, the SERVICE PROVIDER shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal notification. The

SERVICE PROVIDER shall submit to the COUNTY a transition plan for the SERVICE PROVIDER'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 service providers or funding streams, which are made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SERVICE PROVIDER will be responsible for ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

Article XIV
Suspension, Debarment and Termination

14.1 Suspension.

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

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

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

14.2 Debarment.

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

14.3 **Termination.**

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

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

- C. **Termination Because of Lack of Funds** - In the event funds to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than thirty (30) business days notice in writing to the SERVICE PROVIDER. Said notice shall be sent either by electronic mail, facsimile, certified mail with return receipt, or in person with proof of delivery. The COUNTY shall be the final authority to determine whether or not funds are available.
- D. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SERVICE PROVIDER is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not

materially complying with any term or provision provided herein, including the following:

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

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

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

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

In the event this Agreement is terminated, the SERVICE PROVIDER shall provide the COUNTY with a Transitional Plan no later than thirty (30) days after receipt of any notice of termination or Notice of Event of Default from the SERVICE PROVIDER or the COUNTY. This Transitional Plan shall include, but is not limited to, steps the SERVICE PROVIDER shall take to ensure that their clients are notified of the cessation of services under this Agreement and a plan for referral to a COUNTY-approved service provider(s). Additional requirements for the Transitional Plan may be included at the COUNTY's sole discretion.

Article XV **Event of Default**

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

- A. the SERVICE PROVIDER has not delivered Deliverables on a timely basis.

- B. the SERVICE PROVIDER has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - C. the SERVICE PROVIDER has failed to make prompt payment to sub-contractors or suppliers for any Services;
 - D. the SERVICE PROVIDER has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SERVICE PROVIDER's creditors, or the SERVICE PROVIDER has taken advantage of any insolvency statute or debtor/creditor law or if the SERVICE PROVIDER's affairs have been put in the hands of a receiver;
 - E. the SERVICE PROVIDER has failed to obtain the approval of the COUNTY where required by this Agreement;
 - F. the SERVICE PROVIDER has failed to provide "adequate assurances" as required under Section 15.2 below;
 - G. the SERVICE PROVIDER has failed in the representation of any warranties stated herein.
- 15.2 When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the SERVICE PROVIDER's ability to perform the Services or any portion thereof, the COUNTY may request that the SERVICE PROVIDER, within the time frame set forth in the County's request, provide adequate assurances to the COUNTY, in writing, of the SERVICE PROVIDER's ability to perform in accordance with terms of this Agreement. Until the COUNTY receives such assurances, the COUNTY may request an adjustment to the compensation received by the SERVICE PROVIDER for portions of the Services which the SERVICE PROVIDER has not performed. In the event that the SERVICE PROVIDER fails to provide to the COUNTY the requested assurances within the prescribed time frame, the COUNTY may:
- A. treat such failure as a repudiation of this Agreement;
 - B. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- 15.3 In the event the COUNTY shall terminate this Agreement for default, the COUNTY or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, excluding such original reports, documents, and data that must remain in custody of the SERVICE PROVIDER 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 SERVICE PROVIDER ("Default Notice"), specifying the basis for such default, and advising the SERVICE PROVIDER that such default must be cured immediately or this Agreement with the COUNTY may be terminated. Notwithstanding, the COUNTY may, in its sole discretion, allow the SERVICE PROVIDER to rectify the default to the COUNTY's reasonable satisfaction within a thirty (30) day period. The COUNTY may grant an additional period of such duration as the COUNTY shall deem appropriate without waiver of any of the COUNTY's rights hereunder, so long as the SERVICE PROVIDER has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the COUNTY prescribes. The default notice shall specify the date the SERVICE PROVIDER shall discontinue the Services upon the Termination Date.

Article XVII
Remedies in the Event of Default

- 17.1 If an Event of Default occurs, the SERVICE PROVIDER shall be liable for all damages, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it may be amended, if applicable, resulting from the default, including but not limited to:
- A. lost revenues;
 - B. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the COUNTY for reprourement of Services, including procurement and administrative costs; and,
 - C. such other direct damages.
- 17.2 The SERVICE PROVIDER shall also remain liable for any liabilities and claims related to the SERVICE PROVIDER'S default, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it may be amended, if applicable.
- 17.3 The COUNTY may also bring any suit or proceeding for specific performance or for an injunction.

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

18.1 Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the COUNTY has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the SERVICE PROVIDER shall make available to the IPSIG retained by the COUNTY, all

requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the SERVICE PROVIDER'S prices and any changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the SERVICE PROVIDER, its officers, agents, employees, sub-contractors and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the SERVICE PROVIDER in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the SERVICE PROVIDER or any third party.

18.2 Miami-Dade County Inspector General Review

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

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

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

COUNTY staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

18.3 DHHS Inspector General

Pursuant to Article II, Section 2.1 (J) of this Agreement, authorized representatives of the DHHS may audit SERVICE PROVIDER's books, records and electronic files. The DHHS Inspector General also maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, U.S. Department of Health and Human Services, Attention: HOTLINE, P.O. Box 23489, Washington, DC 20026; Telephone: 1-800-447-8477 (1-800-HHS-TIPS); Fax: 1-800-223-8164; TTY: 1-800-377-4950; or on-line at <http://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, 19th Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Program Director
Electronic mail: fianot@miamidade.gov

If to the SERVICE PROVIDER:

[contact person's name]
[contact person's title]
[full legal name of agency]
[address]
[City, ST Zip]
Electronic mail: [enter email address]

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

- 19.2 This Agreement, in conjunction with the SERVICE PROVIDER'S approved service proposal submitted in response to a corresponding Request for Proposals process conducted by the COUNTY and incorporated herein by reference, is the complete and exclusive statement of all the arrangements between the COUNTY and the SERVICE PROVIDER regarding the provision of the services described in Exhibit A and Exhibit B of this Agreement.
- 19.3 In addition, the SERVICE PROVIDER must comply with all applicable COUNTY contracting requirements, including all required affidavits referenced in this Agreement.
- 19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SERVICE PROVIDER, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State, and Federal governments. 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 SERVICE PROVIDER and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SERVICE PROVIDER or its sub-contractor(s) for the purpose of this Agreement, including all information stored in the Ryan White Program Service Delivery Information System, shall become the property of the COUNTY, unless otherwise required by law or regulation, without restriction, reservation or limitation of their use and shall be made available by the SERVICE PROVIDER or its sub-contractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement,

copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.

- 19.7 When issuing statements, press releases, request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the SERVICE PROVIDER shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and, (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 19.8 In accordance with County Administrative Order No. 3-29, SERVICE PROVIDERS that are in arrears to the COUNTY in excess of the enforcement threshold are prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the COUNTY has agreed in writing to an approved payment plan.
- 19.9 In accordance with County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for County contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SERVICE PROVIDER is required to submit an affidavit (see Exhibit C, Attachment E of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

Article XX
Business Applications and Forms

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

agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Miami-Dade Ethics and Public Trust Commission's Ethics Hotline at (786) 314-9560.

Article XXI
Patent and Copyright Indemnification

- 21.1 The SERVICE PROVIDER warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- 21.2 The SERVICE PROVIDER shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Deliverables furnished hereunder. Accordingly, the SERVICE PROVIDER at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.
- 21.3 In the event any Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SERVICE PROVIDER shall have the obligation to, at the COUNTY'S option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the COUNTY, at the SERVICE PROVIDER's expense, the rights provided under this Agreement to use the item(s).
- 21.4 The SERVICE PROVIDER shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The SERVICE PROVIDER shall enter into agreements with all suppliers and subcontractors at the SERVICE PROVIDER's own risk. The COUNTY may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the COUNTY's judgment, use thereof would delay the Work or be unlawful.
- 21.5 The SERVICE PROVIDER shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

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

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

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

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

Exhibit A – Scope of Service(s)

Exhibit B – Budget

Exhibit C – Affidavits and Authorized Signatures

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

Article XXIV
Survival

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

Article XXV
Mutual Obligations

- 25.1 This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 25.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- 25.3 In those situations where this Agreement imposes an indemnity obligation on the SERVICE PROVIDER, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SERVICE PROVIDER fails to diligently defend such claims, and thereafter seek indemnity for costs from the SERVICE PROVIDER.
- 25.4 Nothing herein shall alter, affect, modify, change or extend any other agreement between the Service Provider and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 25.5 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.
- 25.6 This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.
- 25.7 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this

Agreement

- 25.8 This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

**[ENTER FULL LEGAL NAME OF
AGENCY IN BOLD CAPS; LINE UP WITH
BOXES AT RIGHT]**

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Authorized Person OR Notary
Public

Print Name: _____

Title: _____

Corporate Seal OR Notary Seal/Stamp

MIAMI-DADE COUNTY

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____

Name: _____
Deputy Clerk

Date: _____

