

**REQUEST FOR PROPOSALS (RFP) No. RW-QMSS-0320
FOR
CLINICAL QUALITY MANAGEMENT SERVICES FOR THE
RYAN WHITE PROGRAM (PART A / MAI)
AND
STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP (PART A ONLY)**

PRE-PROPOSAL CONFERENCE TO BE HELD:

Monday, December 2, 2019 at 2:00 p.m. (local time)
Miami-Dade County, Office of Management and Budget
Stephen P. Clark Center (Government Center)
111 NW 1st Street, 18th Floor (Conference Room 18-2)
Miami, Florida 33128

ISSUING DEPARTMENT:

Miami-Dade County, Office of Management and Budget – Grants Coordination
Stephen P. Clark Center
111 NW 1st Street, 22nd Floor
Miami, Florida 33128

COUNTY CONTACT FOR THIS SOLICITATION:

Daniel T. Wall, Assistant Director/RFP Contracting Officer
Miami-Dade County, Office of Management and Budget – Grants Coordination
111 NW 1st Street, 22nd Floor, Miami, Florida 33128
Telephone: (305) 375-4742
E-mail: Daniel.Wall@miamidade.gov

PROPOSAL RESPONSES DUE:

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN FRIDAY, DECEMBER 20, 2019, BY 4:00 P.M. (LOCAL TIME)
AT THE
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER
111 NW 1ST STREET, SUITE 17-202
MIAMI, FLORIDA 33128-1983

IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

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. 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. THE COUNTY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURENCE. ALL EXPENSES INVOLVED WITH THE PREPARATION AND SUBMISSION OF PROPOSALS TO THE COUNTY, OR ANY WORK PERFORMED IN CONNECTION THEREWITH, SHALL BE BORNE BY THE PROPOSER(S). REQUESTS FOR ADDITIONAL INFORMATION OR INQUIRIES MUST BE MADE IN WRITING AND RECEIVED BY THE COUNTY'S CONTACT PERSON LISTED ABOVE. THE COUNTY WILL ISSUE RESPONSES TO INQUIRIES AND ANY CHANGES TO THIS SOLICITATION IT DEEMS NECESSARY IN WRITTEN ADDENDA ISSUED PRIOR TO THE PROPOSAL DUE DATE. PROPOSERS WHO OBTAIN COPIES OF THIS SOLICITATION FROM SOURCES OTHER THAN THE COUNTY'S OFFICE OF MANAGEMENT AND BUDGET-GRANTS COORDINATION OR ITS WEBSITE AT <https://www.miamidade.gov/grants/RFP/RW-QMSS-0320/RW-QMSS-0320-email-login.asp> RISK THE POSSIBILITY OF NOT RECEIVING ADDENDA AND ARE SOLELY RESPONSIBLE FOR THOSE RISKS.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON RACE, COLOR, RELIGION, ANCESTRY, NATIONAL ORIGIN, SEX, PREGNANCY, AGE, DISABILITY, MARITAL STATUS, FAMILIAL STATUS, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, VETERANS STATUS, SOURCE OF INCOME, OR ACTUAL OR PERCEIVED STATUS AS A VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING.

THE RYAN WHITE PROGRAM AND THIS RFP SOLICITATION DOCUMENT ARE SUPPORTED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA) OF THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AS PART OF AN AWARD TOTALING \$26,596,944 (AS OF JANUARY 23, 2019) FOR FISCAL YEAR 2019 (MARCH 1, 2019 THROUGH FEBRUARY 29, 2020), WITH ZERO PERCENTAGE (0%) FINANCED WITH NON-GOVERNMENTAL SOURCES. THE CONTENTS ARE THOSE OF THE AUTHORS AND DO NOT NECESSARILY REPRESENT THE OFFICIAL VIEWS OF, NOR AN ENDORSEMENT BY, HRSA, HHS OR THE U.S. GOVERNMENT.

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1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction & Acknowledgment of Funding Source

Miami-Dade County, and hereinafter referred to as the County, as represented by the Miami-Dade County Office of Management and Budget-Grants Coordination, is soliciting proposals from one or more qualified and non-conflicted (see definition section below) nonprofit 501(c)3 organizations or for profit health planning agencies, consulting firms, and other service providers who are experienced in health care and/or HIV/AIDS-related issues, hereinafter referred to as the "Proposer," to provide one or both of the following components:

Under **COMPONENT #1 of this Solicitation [available through Part A and/or Minority AIDS Initiative (MAI) funding]**, the County is requesting proposals for professional **clinical quality management services** related to: **1)** the development, implementation and enhancement of the County's Ryan White Part A and MAI-funded Clinical Quality Management (CQM) Program plan, which must be consistent with the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (and any future reauthorizations or other amendments) and inclusive of the Miami-Dade HIV/AIDS Partnership, the Miami-Dade County Office of Management and Budget-Grants Coordination (i.e., the Ryan White Part A/MAI Recipient), funded service providers (subrecipients), consumers of Part A and MAI services, and other stakeholders, as appropriate; **2)** coordination of training activities for direct service personnel [e.g., medical providers, medical case managers, and peer educators (people with HIV who can help guide clients through the process of accessing services and staying adherent to medical treatment)] within the CQM guidelines of the Ryan White Program legislation; and **3)** gathering, analyzing and reporting data for performance measurement tracking and for quality improvement projects (which should be shared with the Part A Recipient for its grant application and reporting needs). **CQM activities must address infrastructure, performance measurement, and quality improvement, as further detailed in Section 3.0 of this Solicitation. Any and all CQM services and activities must be provided in accordance with HRSA Policy Clarification Notice (PCN) No. 15-02, to specifically improve patient care, health outcomes, and patient satisfaction (view this PCN in its entirety at: <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>).**

Under **COMPONENT #2 of this Solicitation (only available through Part A funding)**, the County is also requesting proposals to provide professional **staff support services to the Miami-Dade HIV/AIDS Partnership (Partnership)**, the local HIV/AIDS planning council, to include: **1)** supporting all aspects of the Partnership's needs assessment process of HIV/AIDS-related service needs in the community; **2)** assisting the Partnership with maintaining and updating the Integrated HIV/AIDS Prevention and Care Plan for Miami-Dade County; **3)** conducting staff support functions (e.g., meeting logistics, agendas, minutes, research, follow-up, etc.) to facilitate the work of the Partnership on a daily basis; **4)** aiding the Partnership with outreach and public relations activities to recruit new members and promote the work of the Partnership; **5)** conducting on-going training of Partnership members to ensure their effective participation in planning council efforts; **6)** maintaining and enhancing the Partnership's website (currently, www.aidsnet.org) and social media accounts (currently, @HIVPartnership at Facebook and Twitter); and **7)** providing appropriate supporting documentation for and drafting the Partnership activity-related sections of the annual Ryan White Part A/MAI Program grant application and other federal reports (such as the program terms report, the program submissions report, the assessment of the administrative mechanism, and the annual progress report).

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

Miami-Dade County receives federal funds pursuant to the Ryan White HIV/AIDS Treatment Extension Act of 2009 (both Part A and MAI). Information regarding 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 MAI funds, hereinafter collectively referred to as the "Ryan White Program", can be obtained at: <https://hab.hrsa.gov/about-ryan-white-hiv-aids-program/ryan-white-hiv-aids-program-legislation>. Information regarding Miami-Dade County's Ryan White Part A Program can be obtained at: <http://www.miamidade.gov/grants/ryan-white-program.asp>. This Act is subject to further amendments through reauthorization and/or issuance of policy notices by HRSA.

For the past twenty-nine (29) years since this legislation was first enacted in 1990, these funds have represented 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 who are living with HIV or AIDS. The purpose of the Ryan White HIV/AIDS Treatment Extension Act is to improve the quality and availability of health care for individuals who are living with or are affected by HIV or AIDS, and establish services for people living with HIV or AIDS who would otherwise have no access to health care and other supportive services.

The goals of this program are in line with the National HIV/AIDS Strategy (NHAS) for the United States: Updated to 2020. The NHAS has four primary goals: 1) Reduce new HIV infections; 2) Increase access to care and optimize health outcomes for people living with HIV (PLWH); 3) Reduce HIV-related health disparities and health inequities; and 4) Achieve a more coordinated national response to the HIV epidemic. (See <https://hab.hrsa.gov/about-ryan-white-hiv-aids-program/national-hiv-aids-strategy-updated-2020> for details.)

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

All subrecipients (providers) receiving funding through Miami-Dade County's Ryan White Part A/MAI Program will be expected to work towards addressing the goals of the National HIV/AIDS Strategy and the Ending the HIV Epidemic initiative.

Part A/MAI of the Ryan White HIV/AIDS Treatment Extension Act of 2009, hereinafter referred to as the "Ryan White Act" or "the Act," directs grant assistance to metropolitan areas with the largest numbers of reported cases of AIDS to meet emergency service needs through the provision of core medical and support services. The Board of County Commissioners authorized the County Mayor or the County 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 of people with HIV throughout Miami-Dade County in order to properly allocate available funding for effective service provision; develop, maintain, and monitor a comprehensive integrated plan for the prevention of HIV and the delivery of quality HIV-related core medical and support services; and assess the efficiency and efficacy of the administrative mechanism used to rapidly allocate funds to the areas of greatest need.

This program is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$26,596,944 (as of January 23, 2019) for Fiscal Year 2019 (March 1, 2019 through February 29, 2020), with zero percentage (0%) financed with non-governmental sources.

The contents are those of the authors and do not necessarily represent the official views of, nor an endorsement by, HRSA, HHS or the U.S. Government. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, needs assessment reports, research studies, and issues briefs.

The County anticipates awarding one or more contracts [i.e., one (1) Clinical Quality Management (CQM) contract for both Part A and MAI and one (1) contract for Planning Council Staff Support for Part A; or one (1) organization may be awarded both the CQM and Planning Council Staff Support contracts] for an initial one-year period, with five, one-year options to renew, at the County’s sole discretion and subject to the availability of funds. The initial term of the contract(s) to be awarded shall be approximately twelve (12) months, which is anticipated to begin on March 1, 2020, and continuing through February 28, 2021. The options to renew would be for 12-month budget periods beginning in March and ending in February of each subsequent grant fiscal year. Requests for funding under Clinical Quality Management or Planning Council Staff Support must include all required elements of the respective service component.

Miami-Dade County will not have received notification of award for grant Fiscal Year (FY) 2020-2021 from the U.S. Department of Health and Human Services, Health Resources and Services Administration (DHHS/HRSA) by the time this RFP is released. Thus, award recommendations are contingent on final award notification from the DHHS/HRSA and may be amended, reduced, or increased dependent on the final award, which is expected in March 2020. Furthermore, three other major legislative matters may significantly affect future funding. First, the Ryan White Act has not been reauthorized since 2009. The 2009 Ryan White HIV/AIDS Program legislation continues the Ryan White HIV/AIDS Program through grant fiscal year 2019 and beyond, so long as Congress appropriates funds. No reauthorization of the Ryan White Act is currently scheduled, but future changes to the legislation may affect local funding, allowable fundable services, and other program guidelines. Second, the Patient Protection and Affordable Care Act (ACA) is currently in effect; however, changes to the ACA may significantly affect service provision and reimbursements for the following program-related services: Outpatient/Ambulatory Health Services, Local Pharmaceutical Assistance Program, Health Insurance Premium and Cost Sharing Assistance, and/or other services. IT IS VERY IMPORTANT THAT ALL POTENTIAL APPLICANTS TO THIS RFP ARE COGNIZANT OF THESE, AS YET, UNRESOLVED ISSUES.

1.2 Timeline

The anticipated schedule for this Solicitation is indicated in the table below. Any and all dates may be modified at the County’s sole discretion.

11/22/2019	RFP Released (12:00 noon)
12/02/2019	Pre-Proposal Conference (2:00 p.m.) See front cover of RFP document for date, time, and location. Attendance is recommended but not mandatory. If sign language interpreter services or materials in accessible format are needed for this event, please contact the following person at the local Ryan White Program at least two (2) business days in advance of the Pre-Proposal Conference date: Ms. Carla Valle-Schwenk, at (305) 375-3546 or by email to Carla.ValleSchwenk@miamidadegov .
12/16/2019	Deadline for Receipt of Written Questions (5:00 p.m.)

12/18/2019	RFP Addendum posted to OMB-GC Website (https://www.miamidade.gov/grants/RFP/RW-QMSS-0320/RW-QMSS-0320-email-login.asp)
12/20/2019	Proposal Submission Deadline (4:00 p.m. local time)
12/23/2019	Staff Review and Sorting of Proposals
12/20/2019	Selection Committee Kickoff Meeting and Training
1/06/2020	Review/Selection Committee Process
1/08/2020	County Mayor Issues Preliminary Recommendations for Grant Awards
1/08 – 1/16/2020	Appeals Process
1/16/2020	Mayor Makes Final Recommendations for Grant Awards
2/10/2020	BCC Committee Approval of RW-QMSS-0320 Recommendations
2/19/2020	BCC Approval of RW-QMSS-0320 Grant Awards
2/20/2020	Contract Negotiation and Execution Process
March 1, 2020	Anticipated Contract Period Begins

1.3 Definitions

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

1. The words "advance payment" or "pay in advance" to mean a payment that a Federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Department" to mean the Miami-Dade County Office of Management and Budget-Grants Coordination.
4. The word "Employee" to mean any person paid by the Subrecipient to furnish part-time or full-time labor hours in connection with the services to the County as a result of this solicitation, whether directly or indirectly on behalf of the Subrecipient.
5. The words "Miami-Dade HIV/AIDS Partnership" or "Partnership" to mean the Miami-Dade HIV/AIDS Partnership, the local HIV/AIDS planning council, established in accordance with Miami-Dade County Ordinance No. 98-127, as amended.
6. The words "Non-Conflicted" to mean the Proposer 1) is able to provide impartial quality management and/or planning council staff support services as described herein; 2) does not receive local Ryan White Part A Program funding for direct client services; and 3) does not have voting representation on the Miami-Dade HIV/AIDS Partnership.
7. The words "Non-Federal entity" mean a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

8. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
9. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Request for Proposals (RFP) Solicitation.
10. The words "Recipient" or "Grantee" shall mean Miami-Dade County, which has received a grant award from HRSA and is responsible and accountable for the use of the funds provided and for the performance of the grant supported project or activity.
11. The words "Scope of Services" or "Scope of Work" to mean Section 3.0 of this Solicitation, which details the work to be performed by the Subrecipient(s).
12. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
13. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Subrecipient, who contracts with the Subrecipient to furnish labor, or labor and materials, in connection with the services for the County as a result of this Solicitation, whether directly or indirectly, on behalf of the Subrecipient.
14. The word "Subrecipient" to mean an entity that receives a subaward from a Recipient or another subrecipient under an award of financial assistance and is accountable to the Recipient (grantee) or other subrecipient for the use of the Federal funds provided by the subaward.
15. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Subrecipient in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.4 General Proposal Information

This RFP is for the distribution of grants, and not subject to the County's rules for the procurement of goods or services or the construction of public improvements. Although this is not a competitive procurement process as described above, the County has modeled this grantmaking process based upon the County's normal procurement procedures and has expressly opted to incorporate some aspects of these rules herein.

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed non-responsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially to the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in

connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.5 Aspirational Policy Regarding Diversity

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

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

1.6 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, 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 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 Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Evaluation/Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail to the RFP Contracting Officer, Daniel T. Wall, at Daniel.Wall@miamidade.gov, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov, and include the RFP No. "RW-QMSS-0320" in the subject

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.7 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.8 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, subrecipient, 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 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.9 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.

1.10 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, 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. 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.

A Proposer shall certify by completing and executing a Collusion Affidavit, attached hereto as **Appendix F**, that they are not related to any of the parties bidding in the competitive RFP, and that the Proposer's proposal is genuine and not a sham or is collusive or made in the interest or on behalf of any person not named in the Collusion Affidavit. The Proposer must also certify that they have 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. The Proposer shall further certify that they have not in any manner sought by collusion to secure to the Proposer an advantage over any other proposer. **Failure to provide a Collusion Affidavit within five (5) business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the Subrecipient to forfeit their bid/proposal bond.** Include the **Collusions Affidavit** as **Attachment 13** of the RFP application, if submitting at the same time as the RFP submission.

1.11 Computer Capabilities

Proposers must demonstrate an adequate management information system (MIS) capability and agree to use the County's Ryan White Program new MIS system (e.g., Groupware Technologies, Inc.'s Provide® Enterprise system), to be in full effect as of March 1, 2020. Subrecipient computers connecting to the County's Ryan White Program MIS system must have secure internet access.

The Provide® Enterprise (PE) system has two components: a server side and a client side. The PE server side is certified and will be run on a Microsoft SQL Server 2016 server. The PE client-side software is certified to run on personal computers (PCs) running the Windows 8.1 or 10 operating systems. The PE client software also requires two other free software packages to be installed on any PC that has the PE Client software installed on it: Microsoft's Windows .NET Framework software and the Business Objects/SAP Crystal Reports Run Time Engine software. Both software components are integrated into the PE client software installation if they are not already installed on the user's

PC. Firewalls are configured at Groupware Technologies, Inc.'s contracted data center to allow SQL traffic (TCP/IP Port 1433) from "trusted" source IP addresses. The data traffic is encrypted using TLS 1.2 or higher. To further protect the confidentiality of client health information, Miami-Dade County's PE database will be hosted in a FedRAMP and SOC 2 Type 2 Certified data center cloud.

Recommended system requirements to connect to the County's Ryan White Program MIS system are included in the table directly below:

Item	Recommended
Operating System	Microsoft Windows 8.1 or 10
Printer	HP Compatible/Inkjet or Laser printer
Power Supply	Uninterruptible Power Supply or Source (UPS)
Internet Access	High Speed Internet Access via Cable, FiOS or T1 Static IP address for office/clinic/home router, as appropriate, in order to "white list" the source IP address
Internet Browsing Software	Standard web browser, such as: <ul style="list-style-type: none"> • Internet Explorer 7.0 or greater
Scanner	Twain drivers; minimum resolution 600 ppi, duplex capability, max document size 8.5" X 14"; multi-page scanning capacity

Upon contract award, authorized personnel from each contracted subrecipient agency will be provided access to the County's Ryan White Program MIS system, and will be provided training in its use. There will be no charge from the County's Ryan White Program for at least two (2) staff of each subrecipient agency to access and use of the system. However, there may be a limitation on the number of additional system users. Furthermore, the contracted subrecipient agency must have the appropriate hardware and technical capability to fully utilize the County's Ryan White Program MIS system, Provide® Enterprise. County staff reserves the right to change or enhance its Ryan White Program MIS system and require subrecipients to comply with any and all system changes.

2.0 RFP REQUIREMENTS

2.1 Eligibility to Apply

Eligibility to apply for funding under this Solicitation is limited to nonprofit 501(c)(3) organizations or for profit health planning agencies, consulting firms, and other service providers experienced in healthcare and/or HIV/AIDS related issues. An IRS letter of determination of 501(c)3 status dated prior to the RFP submission deadline must be included as part of the agency's proposal submission, only if the proposer is a nonprofit organization. **If applicable, include this documentation as directed in Section 8.0 of this RFP.** The County, at its sole discretion, may consider any extenuating circumstances regarding the provision of required documentation if adequate justification, explanation, and supporting documentation is provided as it relates to IRS-related letters or forms, if applicable.

PLEASE NOTE: ORGANIZATIONS THAT ARE CURRENTLY FUNDED WITH RYAN WHITE PART A AND/OR MAI DOLLARS TO PROVIDE DIRECT SERVICES TO PEOPLE WITH HIV, OR PLAN TO APPLY FOR CORE MEDICAL AND/OR SUPPORT SERVICES IN THE UPCOMING RFP FOR PART A/MAI-FUNDED DIRECT CLIENT SERVICES, ARE NOT ELIGIBLE TO APPLY FOR FUNDING UNDER THIS RFP NO. RW-QMSS-0320 DUE TO POTENTIAL CONFLICT OF INTEREST GIVEN THE SCOPE OF WORK ENTAILED AND DESCRIBED HEREIN IN SECTION 3.0, SCOPE OF SERVICES.

2.2 Multiple Applications

Proposers may NOT submit multiple applications and will not receive more than one contract award under this RFP. Proposers wishing to apply for one or more service component(s) and funding type must do so in the same RFP submission as directed herein.

2.3 Administrative Cost Cap

The administrative cost cap per service component budget and final expenditures per service category is 10% of the total award per service component (i.e., clinical quality management or staff support for the Partnership) and funding type (i.e., Part A or MAI funding).

2.4 Consolidated Appropriations Act

In accordance with the Consolidated Appropriations Act, 2019 (P.L. 116-6), the limitation on charging salaries to DHHS/HRSA grant funds is \$192,300 (Executive Level II salary cap in effect beginning January 1, 2019); and the allowable percentage to be charged is proportionate to the time and effort dedicated to services provided under each funded service category's corresponding line item budget. This reference and salary cap are subject to change with each annual update of the federal Consolidated Appropriations Act.

2.5 Miami-Dade County Contract Management Oversight

The Miami-Dade County Office of Management and Budget-Grants Coordination is responsible for overseeing activities related to the contracts for Quality Management Services for the Ryan White Part A and MAI Program in Miami-Dade County and Staff Support Services for the Miami-Dade HIV/AIDS Partnership, including planning, contract and budget oversight, administration, and monitoring.

2.6 Location of Services

All proposed activities must be rendered within the geographic boundaries of Miami-Dade County and benefit Miami-Dade County residents, especially people with HIV.

2.7 Projected Funding Levels

The maximum anticipated annualized funding for **Clinical Quality Management Services** (including coordination of training and technical assistance activities for direct service personnel within the CQM guidelines of Ryan White Program legislation, as appropriate) is estimated to be up to \$600,000 under Part A and up to \$100,000 under **Minority AIDS Initiative** (up to \$700,000 in total).

The maximum anticipated annualized funding for **Staff Support Services for the Miami-Dade HIV/AIDS Partnership** is estimated to be up to \$400,000 under Part A only.

Funding is contingent upon the continued appropriation of these federal funds by Congress and on-going availability of these funds to the County through federal contract awards from HRSA.

2.8 Disqualification of Proposals

Due to Federal requirements, the Proposer(s) **must** submit a categorical (line item) budget (**see Appendix B**) and narrative justification using the object class categories listed below. **Appendix B** also provides a set of guidelines for the preparation of a budget narrative justification as well as examples of program-allowable direct and indirect/administrative costs for each service category. All expenses associated with the provision of the proposed service(s), including indirect/administrative costs, must be presented on the budget form using the object class categories identified below. **A separate budget form is required for EACH service category (i.e., one for Clinical Quality Management and one for Staff Support Services) and for each funding type (Part A or MAI).** Failure to submit the categorical budget(s) with the proposing organization's submission will **DISQUALIFY** the proposing organization's application from consideration by the Evaluation/Selection Committee for funding award recommendations.

Object Class Categories: 1) Personnel (Salaries and Fringe Benefits); 2) Contractual; 3) Supplies; 4) Travel (limited to local travel only except where indicated to attend required HRSA training); 5) Equipment; 6) Other Direct Service Costs; and 7) Indirect/Administrative Costs. Indirect/administrative costs **may not exceed ten percent (10%) of the total funding request per service category. Please see Appendix B for more details.**

2.9 Copies of Solicitation Document

Copies of this Solicitation, RFP No. RW-QMSS-0320, are available at the following location:

Miami-Dade County
Office of Management and Budget - Grants Coordination
Stephen P. Clark Center
111 NW 1st Street, 22nd Floor
Miami, FL 33128
(305) 375-4742

OR, a copy of all RFP files and subsequent addendum may be downloaded, after registering as a potential proposer, at <https://www.miamidade.gov/grants/RFP/RW-QMSS-0320/RW-QMSS-0320-email-login.asp>.

3.0 SCOPE OF SERVICES

It is within the parameters of this RFP Solicitation that at the sole discretion of the County, the County may allow renegotiation of the contract scope within the same service category or priority area in executing contracts as provided for in this Solicitation, as deemed necessary during the term of the resulting contract award agreement in order to comply with local, state, and federal requirements, as may be amended.

3.1 General Philosophy of Service Provision

Successful proposers must maintain an overall philosophy of inclusion and non-discrimination towards subrecipients, service providers, minorities, people with HIV, and the public. Proposers must also show sensitivity to HIV/AIDS-related issues and cultural diversity in the RFP response and in service delivery if funded.

3.2 Service Component Background

a) **Clinical Quality Management**

As stated on the Health Resources and Services Administration, HIV/AIDS Bureau (HRSA/HAB) website (<https://hab.hrsa.gov/clinical-quality-management/quality-care>), Clinical Quality Management (CQM) is the coordination of activities aimed at **improving patient care, health outcomes, and patient satisfaction**. (NOTE: In Miami-Dade County, patients in the Ryan White Program are referred to as clients, not patients.)

Under the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Public Law 109-415) [and as amended thereafter], all Ryan White HIV/AIDS Program recipients are required to establish clinical quality management programs to:

- Assess the extent to which HIV health services are consistent with the most recent Public Health Service guidelines, (otherwise known as the Health and Human Services, HHS, guidelines) for the treatment of HIV disease and related opportunistic infections. [View these HIV treatment guidelines at the following website: <https://aidsinfo.nih.gov/guidelines>]
- Develop strategies for ensuring that such services are consistent with the guidelines for improvement in the access to and quality of HIV services.

The HIV/AIDS Bureau released an updated version of Clinical Quality Policy Clarification Notice (PCN) No. 15-02 on November 30, 2018, to provide additional guidance to Ryan White HIV/AIDS Program recipients. [View PCN 15-02 in its entirety at the following website: <https://hab.hrsa.gov/sites/default/files/hab/Global/CQM-PCN-15-02.pdf>]

In summarizing PCN 15-02's updated guidance, there are **three (3) necessary components** of a CQM Program for the Ryan White Program:

- 1) **Infrastructure** (leadership, committee, dedicated staffing, dedicated resources, a CQM plan, involvement of people with HIV, stakeholder involvement, and evaluation of the CQM Program);
- 2) **Performance Measurement** (collecting, analyzing, and reporting data regarding patient care, health outcomes on an individual or population level, and patient satisfaction; activities should be continuous); and
 - HRSA HIV/AIDS Bureau's Performance Measure Portfolio can be found at the following web pages: <https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>. Following HRSA's CQM guidelines, the Miami-Dade County Ryan White Part A/MAI Program (RWHAP) is currently using Performance Measures related to retention in care and viral load suppression. For CQM purposes, the local Ryan White Program adheres to the following guide when determining the number of measures per Part A/MAI-funded service categories:

1	2	3	4	5
Review Group	Percent of RWHAP eligible clients receiving at least one unit of service for a RWHAP-funded service category	Minimum number of performance measures	Breakdown of Miami-Dade County FY 2018 Part A Population (n = 9,578) based on HRSA % in column 2 of this table	Miami-Dade County Part A Service Category Review Selection (number of unduplicated clients Served in FY 2018)
1	>=50%	2	≥ 4,789 clients served	-- Medical Case Management (8,496) -- Outpatient/Ambulatory Health Services (5,447)
2	>15% to <50%	1	1,438 to 4,788 clients served	-- Oral Health Care (3,381)
3	<=15%	0	≤ 1,437 clients served	-- Health Insurance Assistance (1,307) -- Food Bank (701) -- AIDS Pharmaceutical Assistance (697) -- Medical Transportation (638) -- Outreach Services (624) -- Mental Health Services (327) -- Substance Abuse Services (Residential) (169) -- Substance Abuse Outpatient Care (115) -- Other Professional Services (Legal) (76)

3) **Quality Improvement (QI)** (development and implementation of activities to make changes to the program in response to the performance data results; activities should be continuous)

- QI activities must use a defined or commonly used approach or methodology (including, but not limited to, Model for Improvement, Lean, etc.):
 - Institute for Healthcare Improvement. Model for Improvement. Accessed at: <http://www.ihl.org/resources/Pages/HowtoImprove/ScienceofImprovementHowtoImprove.aspx> ["setting aims, establishing measures, selecting changes, testing changes, implementing changes, and spreading changes" – e.g., using "Plan-Do-Study-Act" cycles, activities that test "hunches, theories and ideas for changes that result in improvement"]
 - Lean Enterprise Institute. What is Lean? Accessed at: <http://www.lean.org/WhatsLean/> [i.e., "maximize customer value while minimizing waste"]

The following are **unallowable (non-reimbursable) components under CQM funding unless they directly impact or improve patient care, health outcomes, and patient satisfaction:**

- Any activity, site visit or chart review conducted for the sole purpose of measuring a subrecipient or service provider's compliance with HHS Public Health Service (PHS) guidelines, other professional guidelines, local service delivery guidelines and service standards, as well as for monitoring contract compliance or program eligibility documentation, are unallowable.

- NOTE: Targeted chart reviews conducted to identify whether disparities in client health outcomes are related to a medical practitioner's lack of understanding of current PHS HIV treatment guidelines are allowable CQM activities;
- Quality assurance activities for compliance with guidelines and standards are unallowable.
 - NOTE: By themselves, quality assurance activities are considered administrative, not CQM, and thus are unallowable; but, some related findings from quality assurance activities may be used to develop a quality improvement project.
 - ✓ Data collected as part of quality assurance processes should feed back into the CQM Program for the purpose of ensuring improvement in patient care, health outcomes, and patient satisfaction; and
- Activities related to the Part A Recipient's overall administrative function are not clinical quality management, and are unallowable under this component.

The following are always unallowable (non-reimbursable) components under CQM funding, because they are Grantee (Recipient) Administration functions:

- Activities related to:
 - contracting of services;
 - receipt and disbursement of program funds;
 - data collection solely for the purpose of federal report preparation and submission of reports;
 - monitoring subrecipients related to contract compliance issues of documenting client eligibility, service provision, billing/expenditures, payer of last resort, etc.); and
 - monitoring compliance with annual audit requirements.

NOTE: The intent of the Grantee (Recipient) Administration functions listed directly above is for complying with the terms and conditions of the federal award, not on improving client health outcomes. Accordingly, these grant administration activities are not CQM activities and, therefore, are not payable or reimbursable under CQM Program funding component.

b) Staff Support Services for the Miami-Dade HIV/AIDS Partnership

The Miami-Dade County Board of County Commissioners established the Miami-Dade HIV/AIDS Partnership ("Partnership") through Ordinance No. 98-127 (as amended through Ordinance Nos. 02-35, 07-71, and 16-51; and Resolution No. 331-04) in accordance with the requirements of the original Ryan White C.A.R.E. Act of 1990, as well as its amendments, and other federal and state HIV-related grant programs. The Partnership is a County Advisory Board consisting of thirty-nine (39) members, thirty-three percent (33%) of whom must be people with HIV who are recipients of Ryan White Program-funded services and who are not affiliated with any subrecipient of Part A or MAI-funded services (i.e., they cannot be paid staff, paid consultants, or Board members of Ryan White Part A-Program-funded subrecipient agencies). Partnership membership also includes: subrecipients (i.e., service providers), community leaders, representatives of other federal programs funded under the Act, representatives of other government benefit programs (such as SAMHSA, Medicaid, etc.), grantee recipient of Florida General Revenue funds, three (3) alternates who are people with HIV, and other interested parties.

The full Partnership meets on a monthly basis, as do its standing committees and subcommittees. Ad-hoc committees and workgroups meet as needed.

The Partnership's mandated roles and responsibilities include (as adapted from the "Ryan White HIV/AIDS Program Part A Planning Council Primer, May 2018", developed by Jon Snow, Inc. and EGM Consulting, LLC under the HRSA-funded Planning CHATT Community HIV/AIDS Technical Assistance & Training project; see <https://careacttarget.org/planning-CHATT/planning-council-primer> to download the complete primer):

- **Planning council operations: structure, policies, procedures, and membership tasks**
 - Maintain and update the Partnership's Bylaws
 - Make recommendations to the Board of County Commissioners for any ordinance changes; etc.
 - NOTE: Please see the Partnership By-Laws and Policies and Procedures on the Partnership's website (www.aidsnet.org) for more information.
 - Recruit applicants to ensure a membership that is as Reflective, Inclusive, and Representative of the local HIV/AIDS epidemic as possible; and membership must include:
 - Members of the Affected Community (e.g., people with HIV or their caregivers)
 - Members of a federally recognized Indian tribe as represented in the population, individuals co-infected with hepatitis B or C, and "historically underserved" groups and subpopulations
 - Representatives of Public Health and Health Planning Organizations:
 - Public health agencies
 - Healthcare planning agencies
 - State agencies (e.g., Medicaid, agency administering the Ryan White Part B Program)
 - Representatives of Health and Social Service Providers:
 - Healthcare providers, including Federally Qualified Health Centers (FQHCs)
 - Community-based organizations (CBOs) and AIDS service organizations (ASOs)
 - Social service providers
 - Mental health and substance abuse treatment providers
 - Representatives of Federal HIV Programs:
 - Ryan White Parts A, B, C, D
 - Recipients of other federal HIV programs [e.g., Housing for Persons with AIDS (HOPWA)]
 - Elect and maintain effective leadership (Chair, Co-Chair)
 - Maintain and develop (as needed) committee, subcommittee, workgroup structure (see related entry at the end of this section regarding the various established components of the Partnership)
 - Train members on planning council policies and procedures
 - Maintain mechanism and procedures for addressing grievances related to priority-setting and resource allocation (PSRA) processes and any other matters deemed appropriate by the Partnership

- Includes procedures for submitting grievances for Part A/MAI allocations that cannot be resolved to binding arbitration as required by the Ryan White Act amendments
 - NOTE: Grievance procedures developed by the Partnership and approved by the Health Resources Services Administration (federal funder) become the sole dispute resolution mechanism and take precedence over all other County dispute resolution mechanism, including but not limited to the County bid protest procedures
- Submit annual Financial Disclosures per County requirements (County requirement of all full Partnership and Committee members)
- **Needs assessment**
 - Establish methods for obtaining input on community needs and priorities which may include holding public meetings, conducting focus groups, convening ad-hoc panels, conducting client satisfaction surveys, conducting interviews and key informant sessions, or using other effective methods
 - Processes must include direct input from people with HIV
 - Review state and local epidemiologic profiles of people with HIV (incidence – newly diagnosed cases; and prevalence – existing cases at a given point in time) in Florida and in Miami-Dade County
 - Review the capacity of the local service delivery system to meet those needs
 - The needs assessment seeks to determine:
 - Service needs and barriers of people with HIV who are in care (i.e., connected to outpatient medical care or medical case management)
 - Number, characteristics, and service needs and barriers of PLWHA who know their HIV status, but are not in care
 - Estimated number, probable characteristics, and barriers to testing for individuals who are HIV-infected, but are unaware of their status
 - A resource inventory of the local system of care, including the number and location of agencies providing HIV-related services in Miami-Dade County
 - Local agencies' capacity and capability to serve people with HIV, including capacity development needs
 - Service gaps for all people with HIV and how they might be filled, including how Ryan White HIV/AIDS Program-funded subrecipients need to work with other providers, such as substance abuse treatment services and HIV prevention agencies to address the service gaps
- **Integrated/comprehensive planning**
 - Develop, maintain, monitor, and update a community-wide comprehensive and integrated prevention and care plan in collaboration with the recipients of Ryan White Part A and Part B funding (done through the Partnership's Prevention and Strategic Planning Committees)
 - Must be compatible with the statewide integrated plan
 - Develop short and long-term goals and objectives for HIV prevention, care and treatment to enhance prevention efforts, improve service delivery, and strengthen the system of care

- Local goals are linked to the HIV Care Continuum towards achieving:
 - ✓ zero new infections;
 - ✓ people are linked to HIV care and treatment as early as the same day as they are diagnosed with HIV or are returned to HIV care, but no later than 30 days after diagnosis or lost to care contact;
 - ✓ People with HIV are retained in care (connection to on-going medical care);
 - ✓ People with HIV are prescribed and have timely access to antiretroviral medications; and
 - ✓ People with HIV stay adherent to treatment and achieve viral suppression (i.e., viral load <200 copies/mL), or their HIV viral load becomes undetectable.
- Participate in updates to the Statewide Coordinated Statement of Need initiated by the State of Florida's public health agency responsible for administering the Part B grant under the Ryan White HIV/AIDS Treatment Extension Act of 2009
- **Priority Setting and Resource Allocations (PSRA)**
 - Adhere to priority setting and resource allocation functions as required for the Ryan White Part A and MAI Programs; as well as make recommendations for service priorities and allocations for the use funds from other Ryan White Program Parts (i.e., Parts B, C, and D; and HOPWA) or other funding sources (e.g., State of Florida General Revenue, Medicaid and Medicare, funding from municipalities interested in supporting implementation of the Partnership's Integrated HIV/AIDS Prevention and Care Plan, private foundation grants, and private contributions)
 - Establish housing, care, and treatment recommendations, including establishing priorities for the allocation of Ryan White Part A and MAI Program funds within the County, including how best to meet each priority and individual factor that the County should consider in procuring services funded under Part A/MAI of the Ryan White Act based on the following:
 - Use needs assessment data, epidemiologic data, and other appropriate data to identify the needs of the PLWHA in Miami-Dade County and what service categories are most important to this population, focusing on:
 - documented needs of the HIV-infected population within the County;
 - cost and outcome effectiveness of proposed strategies and interventions, to the extent that such data are reasonably available;
 - priorities of the HIV-infected communities for whom the services are intended; and
 - the availability of other governmental and non-governmental resources.
 - Agree on which service categories to fund
 - Agree on how much funding to provide through each prioritized service category
 - Adhere to legislative mandates (e.g., the 75/25 split for core medical versus support services whereby no less than 75% of the available direct service dollars must be spent on HRSA-defined core medical services)
 - Conduct rapid reallocations during each program year, as needed, to ensure funding is redistributed to the service categories or areas of greatest need, in order to maximize expenditures and utilize the entire grant award

- **Establish directives (guidance) to the Recipient on how best to meet HIV service priorities**
- **Coordinate with other Ryan White HIV/AIDS Program Parts and other HIV-related services to improve service delivery and client health outcomes along the HIV Care Continuum** (i.e., the ideal stages in the identification and treatment of PLWHA from HIV diagnosis; to linkage to medical care; to retention in on-going medical care; to being prescribed antiretroviral medication; and, ultimately, to achieve viral load suppression)
 - Help Miami-Dade County with the: 1) Ending the HIV Epidemic: A Plan for America initiative (i.e., goal to reduce new HIV infections in the United States to less than 3,000 per year by 2030); 2) Test and Treat / Rapid Access Initiative (i.e., goal to get newly diagnosed people with HIV, or people with HIV who fell out of care, to see a medical provider and receive antiretroviral medications on the same day of diagnosis or same day they are returning to care); and 3) "HIV Treatment Works: Get In Care, Stay in Care, Live Well" campaign
- **Assess the efficiency of the administrative mechanism**
 - Assess the Part A Recipient's activities to ensure timely allocation/contracting of funds and payments to subrecipients
 - Ensure funds are contracted quickly, through an open process, and that subrecipients are paid in a timely manner
 - At the discretion of the Partnership, assess the effectiveness, either directly or through contractual arrangements, of the services offered in meeting identified needs.
- **Provide guidance to develop, update, and approve local service standards** (see Service Delivery Guidelines, Section I – Service Definitions and Section III – Standards, at <http://www.miamidade.gov/grants/ryan-white-program.asp>)
 - Includes development of and updates to local service definitions and service standards, currently inclusive of the following:
 - Service Definitions for service categories prioritized by the Partnership to be provided in Miami-Dade County
 - System-wide Standards of Care
 - Medical Case Management Standards of Service
 - Primary Medical Care Standards
 - Allowable Medical Conditions List (for HIV-related services)
 - Oral Health Care Standards
- **Evaluate services** in coordination with the Ryan White Part A/MAI Program's Clinical Quality Management (CQM) program
- **Serve in an advisory capacity to the Board of County Commissioners, the County Mayor and Deputy Mayors, the City of Miami, the Florida Department of Health** (in Tallahassee and in Miami-Dade County), and other public and governmental entities with respect to all issues affecting or relating to people who are at risk of contracting HIV and/or those who are living with HIV or AIDS

- Exercise any other powers and duties conferred to the Partnership by the corresponding Miami-Dade County ordinance, as amended, and/or as required by funding sources

Structure of the Partnership

- The Partnership currently has six (6) standing committees and one (1) subcommittee; and may appoint additional subcommittees, ad-hoc committees or workgroups at any time, as needed. Each committee, subcommittee, ad-hoc committee, or workgroup may have no more than twenty-four (24) members. All committees and subcommittees will strive to maintain no less than one-third (1/3) membership by representatives of the affected community.
- The current standing committees, subcommittee, and workgroup, along with their prescribed duties and responsibilities, are as indicated directly below. Meetings are currently held at the United Way of Miami-Ansin Building and in other locations throughout the county:

Executive Committee: This Committee meets monthly to:

- Act on behalf of the Partnership in the event of any emergency that does not permit holding a regular meeting or calling a special meeting of the Partnership;
- Establish rules of conduct for all Partnership and committee meetings;
- Act as a steering committee, delegating Partnership and standing committee responsibilities in order to ensure coordination and prevent duplication of activities;
- Review proposed changes to Partnership Bylaws and make recommendations to the Partnership, as needed; and
- Review grievances that arise from the Partnership or the community regarding whether the Partnership follows its policies and procedures.

Care and Treatment Committee: This Committee meets monthly to:

- Develop and implement all care and treatment planning (including, but not limited to, the Miami-Dade County Integrated HIV/AIDS Prevention and Care Plan);
- Conduct an annual comprehensive needs assessment;
- Establish or revise Ryan White Part A service priorities and complete the priority setting and resource allocation processes for each fiscal year;
- Make recommendations on service priorities and use of other funds to target the areas of greatest need, including Ryan White Part B, Florida General Revenue, and Housing Opportunities for Persons with AIDS (HOPWA) Program funds (as further detailed in the Partnership's Bylaws, Article I, Section 1.2 (B) 4);
- Evaluate service cost and utilization of Partnership programs as a whole (especially assessing the quality of Part A/MAI-funded care and treatment programs);
- Identify funding and provider resources within Miami-Dade County; and

- Make recommendations to appoint two (2) nominees to the Florida Comprehensive Planning Network's (FCPN) Patient Care Planning Group (PCPG). At least one (1) member selected for the planning group shall be a Partnership member.
- NOTE: The Chair of the Care and Treatment committee shall be responsible for appointing members of the Medical Care and Oral Health Care Sub-committees with the approval of the Care and Treatment committee, as a whole.

Community Coalition Committee: This Committee meets monthly to:

- Collaborate and coordinate with other standing committees, subcommittees, ad-hoc committees, and workgroups established by the Partnership to ensure that decisions made by the standing committees represent the needs of the affected HIV/AIDS communities of Miami-Dade County;
- Develop and implement education and recruitment programs for the community to learn more about the Partnership and its activities;
- Recruit potential Partnership and committee members from the community and encourage others from the affected HIV/AIDS communities to become more involved in Partnership activities (members may attend events appropriate for recruitment without full Partnership approval provided there are no fees for participation);
- Complete community outreach initiatives and bring back input from community-based organizations and other groups to the Partnership for discussion and possible action;
- Publicize an open nominations process, review applications, and nominate candidates for Partnership membership; and
- Develop and implement programs for training of Partnership and community members.

Housing Committee: This Committee meets monthly to:

- Bring knowledge and expertise on financing, developing and managing special need and affordable housing to the Partnership;
- With the support of and in cooperation with the Housing Opportunities for Persons with AIDS (HOPWA) grant recipient (the City of Miami), conduct an annual needs assessment for the HIV Housing Care Continuum and housing-related services for people with HIV/AIDS, including priorities based on need and consumer preference;
- Coordinate planning efforts to address housing and housing-related services for people with HIV/AIDS;
- Determine priorities and make funding and policy recommendations to the HOPWA grant recipient for the use of HOPWA funds;
- Engage key policymakers and stakeholders from both the public and private sectors in identifying additional resources and solutions to housing and housing-related service needs of people with

HIV/AIDS; and

- Identify opportunities to expand available housing opportunities for people with HIV/AIDS in Miami-Dade County.

Prevention Committee: This Committee meets monthly to:

- Coordinate with the Partnership's Strategic Planning Committee to review and oversee the Miami-Dade County Integrated Prevention and Care Plan for HIV/AIDS in coordination with the Florida Department of Health in Miami-Dade County (FDOH-MDC), as specified by the Centers for Disease Control and Prevention (CDC) and the Health Resources and Services Administration (HRSA);
- Coordinate with the Partnership's Strategic Planning Committee to guide and oversee the completion of goals and objectives of Miami-Dade County's Integrated Prevention and Care Plan for HIV/AIDS, including periodic progress reports to the community and the Partnership;
- Delineate technical assistance and capacity-building development needs for effective community participation in the prevention planning process and identify resources to meet these needs;
- Review all pertinent data required to prioritize HIV prevention needs and collaborate with the FDOH-MDC, Office of HIV/AIDS on how to best obtain additional data and information;
- Assess existing community resources to determine the community's capability to respond to the HIV/AIDS epidemic;
- Identify unmet HIV/AIDS prevention needs within defined populations;
- Prioritize HIV/AIDS prevention needs by target population and geographic areas, and propose high-priority strategies and interventions;
- Coordinate with the Partnership's Care and Treatment Committee to ensure that the system of care is prepared to address the HIV/AIDS service needs of populations identified through prevention efforts; and
- Make recommendations to appoint two (2) nominees to the Florida Comprehensive Planning Network's (FCPN) Prevention Planning Group (PPG). At least one (1) nominee shall be a Partnership member. Applicants must meet the requirements for nominees in accordance with the Centers for Disease Control and Prevention (CDC) guidelines.

Strategic Planning Committee: This Committee meets monthly to:

- Coordinate with the Partnership's Prevention Committee to review and oversee the Miami-Dade County Integrated Prevention and Care Plan for HIV/AIDS in coordination with FDOH-MDC, as specified by the CDC and HRSA;
- Coordinate with the Partnership's Prevention Committee to guide and oversee the completion of goals and objectives of Miami-Dade County's Integrated Prevention and Care Plan for HIV/AIDS, including periodic progress reports to the community and the Partnership;

- Develop periodic progress reports to the community and the Partnership describing the Partnership's activities and the state of the epidemic in Miami-Dade County;
- Develop an annual report to be presented to Miami-Dade County Board of County Commissioners, and provided to stakeholders, describing the Partnership's activities and the state of the HIV epidemic in Miami-Dade County;
- Develop tools to assess the efficiency of the administrative mechanism for rapidly allocating funds to the areas of greatest need within the County and, at the discretion of the Partnership, assess the effectiveness, either directly or through contractual arrangements, of the services offered in meeting the identified needs; and
- Develop recommendations and react to legislative and regulatory issues regarding funding, policies, and rule changes related to HIV/AIDS and Ryan White Program reauthorization.

Medical Care Subcommittee: This Subcommittee meets monthly to:

- Make recommendations to the Care and Treatment Committee regarding medical and oral health care (dental) policies and procedures;
- Evaluate the Partnership medical and oral health care programs in Miami-Dade County, including quality assurance and improvement efforts, and make recommendations for quality improvement;
- Coordinate with State AIDS Drug Assistance Program (ADAP) and General Revenue to review activities, expenditures and utilization data patterns to make recommendations regarding the local Ryan White Part A Program Prescription Drug Formulary;
- Recommend treatment guidelines and standards of care for Partnership programs in Miami-Dade County;
- Review medical activities, outcome measures, performance measures, and standards of care related to the delivery of Outpatient/Ambulatory Health Services, Local Pharmaceutical Assistance Program (i.e., Prescription Drugs), Oral Health Care, and other core medical services (e.g., mental health services, health insurance assistance, etc.);
- Make recommendations regarding the Ryan White Program Oral Health Care Formulary;
- Review prescription drug formularies from the various funding streams (Part A, MAI, ADAP, and other funding streams) to ensure availability and access to medications needed by people with HIV; and
- Make recommendations regarding prescription drug formularies and pharmacy services.

3.3 Scope of Services to be Funded

3.3.1 Minimum Qualification Requirement

There are no minimum qualification requirements for this Solicitation.

3.3.2.a COMPONENT #1: CLINICAL QUALITY MANAGEMENT (CQM) SERVICES FOR THE RYAN WHITE PART A/MAI PROGRAM (including training and technical assistance activities for direct service providers, as appropriate to CQM guidelines) (NOTE: Training activities as described herein are required parts of Component #1, CQM; training is not a separate funding category.)

The County is seeking a qualified public or private (nonprofit or for profit) and not conflicted health planning agency, consulting firm, or other service provider who is experienced in quality management methods and processes, health care, and HIV/AIDS-related issues to provide clinical quality management services for the Ryan White Part A and MAI Programs. These services include the following components (i.e., CQM Tasks and related training and technical assistance activities, as described below):

CQM Tasks:

- Development, enhancement, implementation, monitoring, and evaluation of the Miami-Dade County Ryan White Part A and MAI CQM Plan consistent with the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and inclusive of the Miami-Dade HIV/AIDS Partnership, the Miami-Dade Office of Management and Budget-Grants Coordination, funded service providers, program clients (i.e., consumers of Part A/MAI services), and other stakeholders, as appropriate;
- Development, use, and reporting of client health outcome and process measures for core medical and social support services funded under the Ryan White Part A/MAI Program and corresponding technical assistance activities as required by the CQM Plan;
- Evaluation activities to determine the quality and impact of Ryan White Part A/MAI Program services on the health outcomes of people with HIV; and
- Targeted review of client records – including, but not limited to, medical charts and medical case management records – to assess the extent to which HIV core medical services provided to Part A/MAI Program clients are consistent with the most recent Public Health Service (PHS/HHS) guidelines for the treatment of HIV disease and related opportunistic infections; and to ascertain the need for systemic or site-specific improvement (NOTE: this component does not include chart reviews related to contract compliance monitoring or verifying if subrecipient staff know how to do their job and follow program standards and procedures);

CQM programs must conform to the following expectations:

- Use data and measurable outcomes to determine progress toward relevant, evidence-based benchmarks;
- Focus on linkages, efficiencies, and provider and client expectations in addressing outcome improvement;

- Be a continuous process that is adaptive to change and fits within the framework of other programmatic quality improvement activities [i.e., Part A subrecipient internal quality improvement projects, the Joint Commission – formerly known as the Joint Commission on the Accreditation of Hospitals Organization (JCAHO), Medicaid, other HRSA programs, etc.];
- Ensure that collected data are fed back into the quality improvement process to assure that goals are accomplished and that they are concurrent with improved client health outcomes; and
- Evaluate the CQM plan goals and process at least annually to, at a minimum, document what goals and activities were planned, conducted, completed, discontinued, and remained pending for the year.

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

- Develop, enhance, implement, monitor, adapt, and evaluate the Miami-Dade County CQM Plan that involves service providers, consumers (patients, clients, etc.), the Miami-Dade HIV/AIDS Partnership, and the County in a coordinated, continuous quality improvement program. This CQM Plan, as may be amended, must include specific benchmarks and on-going activities such as evaluation or oversight and QI intervention-related training or technical assistance.
- Recommend system-level outcomes, or enhancements to existing outcome measures (see locally adopted Outcome Measures at <http://www.miamidade.gov/grants/ryan-white-program.asp> and the HRSA HAB Performance Measures at <https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>); as well as client-centered and process outcomes for each service category funded under Part A or MAI.
 - Recommended outcomes must be SMART (i.e., specific, measurable, attainable, relevant, and timely) to document the impact of Part A/MAI funds on improving client access to quality care and treatment and ultimately improving client health outcomes. In addition, proposed outcomes must facilitate the assessment of systemic and organizational performance, as well as any identified need for improvement.
- Conduct client satisfaction surveys in collaboration with the Miami-Dade HIV/AIDS Partnership and evaluate the existing Ryan White Program system of care, in order to identify problems in service delivery that impact client satisfaction with services and client health outcomes.
- Work with the CQM Committee to identify issues from the surveys related to client satisfaction and conduct quality improvement project cycles designed to resolve the issues.
- Evaluate the quality and effectiveness of Ryan White Part A/MAI Program-funded services which may result in best practices or program changes that will improve client satisfaction, access to care, and viral suppression.
- Assist the Miami-Dade HIV/AIDS Partnership with the incorporation of quality management efforts into their Integrated HIV/AIDS Prevention and Care Plan.
- Utilize the Part A Program's management information system to analyze the quality of services rendered by Part A/MAI-funded subrecipients and make recommendations to the Miami-Dade HIV/AIDS Partnership and the County on system modifications and data collection (not including data analysis

related to subrecipient contract compliance, which is an administrative activity).

- Identify and implement appropriate methodologies to conduct appropriate quality improvement projects. Report results of quality improvement projects to subrecipients, the Miami-Dade HIV/AIDS Partnership, and the County, with the intent of improving client access to quality care, enhancing client satisfaction with services, and reducing viral load.
- Provide appropriate follow-up technical assistance or training to service providers with identified need for service quality improvements. Coordinate technical assistance or training efforts with the County to ensure appropriate assistance is provided to funded subrecipient agencies.
- Work with the County to establish performance benchmarks and/or thresholds and a corresponding accountability policy for service providers with identified need for quality management improvement.

This CQM component of this RFP Solicitation requires an understanding of quality improvement methodologies, as well as extensive experience in quality management, research, data analyses, knowledge of health care administration, familiarity with the HIV system of care, and knowledge of current HIV/AIDS issues.

Training and Technical Assistance Activities for Direct Client Service Providers, as appropriate to CQM guidelines:

Under Component #1, the overall goal of these training and technical assistance activities would be to improve access to, satisfaction with, and quality of HIV services that are provided to Ryan White Part A and MAI Program clients; as well as increase the effectiveness of service delivery so that clients achieve better health outcomes – ideally achieving viral load suppression, which is defined as less than 200 copies/mL of the virus.

CQM training activities may include the following components:

- Develop or identify appropriate training curriculum and training materials for each professional discipline targeted through this program to address issues identified during quality improvement projects;
 - This could be achieved through coordination with existing training programs such as, but not limited to, the Southeast AIDS Education and Training Centers (SE-AETC);
- Conduct or facilitate training sessions (face-to-face or on-line) as needed to address issues identified during quality improvement projects. All sessions must be facilitated by professional staff or include industry-accepted training programs that are fully versed on the topics included in the approved curriculum;
- Coordinate CQM-appropriate training or technical assistance logistics, including identification of training facilities and other resources needed to conduct sessions, scheduling of participants, and maintenance of training records, as needed per the approved training curriculum;
- Identify other training resources in the community in order to maximize available opportunities for each professional discipline and avoid duplication of efforts; and
- Evaluate and analyze effectiveness of training and technical assistance sessions with a report produced by the Subrecipient awarded a contract under this RFP to be submitted to the County at least annually.

Training and Technical Assistance Activities for Outpatient/Ambulatory Health Services (i.e., medical) Staff:

The Ryan White Part A/MAI Program currently funds nine (9) Outpatient/Ambulatory Health Services providers with multiple service locations throughout the county. In excess of 100 medical care staff, including physicians, physician assistants, registered nurses, advanced registered nurse practitioners, and medical assistants are funded system-wide to serve more than 5,000 low income people with HIV. It is anticipated that the number of subrecipients and medical staff will continue to grow as the need for this service increases and as a result of an upcoming RFP for direct client services.

Medical care providers are required to adhere to the most recent Public Health Services (PHS) guidelines for the treatment of HIV and related opportunistic infections, as well as the local Ryan White System-wide Standards of Care and the Primary Medical Care Standards (see Service Delivery Guidelines, Section III – Standards, at <http://www.miamidade.gov/grants/ryan-white-program.asp>).

The training and technical assistance activities for medical staff should include the following topics to address issues identified during quality improvement projects:

- Provision of medical care following PHS HIV treatment guidelines;
- Coordination of care with other providers; and
- Understanding the importance of and appropriately monitoring clients' adherence to treatment.

Proposers are encouraged to identify other training opportunities or methods to achieve the same goal of providing quality medical services to people with HIV, improving their access to care, and improving their health outcomes. However, the Subrecipient of this service will also be required to coordinate with existing training programs in the community (including, but not limited to, the SE-AETC) to ensure maximum utilization of available resources and to avoid duplication of efforts.

Training and Technical Assistance Activities for Medical Case Management Staff:

The Ryan White Program currently funds ten (10) medical case management subrecipient agencies with multiple service locations throughout the county. Approximately 100 medical case management staff members are funded system-wide to serve nearly 8,500 low income people with HIV in Miami-Dade County. It is anticipated that the number of subrecipients and medical case management staff will continue to grow as the need for this service increases and as a result of an upcoming RFP for direct client services.

Currently, Part A and MAI-funded medical case management staff members are required to meet minimum professional qualifications and training requirements defined in the local Ryan White Program Medical Case Management Standards of Service adopted by the Miami-Dade HIV/AIDS Partnership (see the local Ryan White Program Service Delivery Guidelines, Section III – Standards, Medical Case Management Standards of Care, at <http://www.miamidade.gov/grants/ryan-white-program.asp>).

A primary goal of medical case management training or technical assistance activities is to enable medical case management staff to facilitate access to primary medical care and related HIV/AIDS services for low income people with HIV. To this end, the CQM-related training and technical assistance activities may include the following topics to address issues identified during quality improvement projects:

- Monitoring care plans;
- Addressing stigma;
- Enhancing client satisfaction with services;
- Empowering clients;
- Ensuring cultural competency;
- Understanding current HIV treatment options;
- Understanding and addressing socioeconomic and client health outcome disparities;
- Understanding and addressing barriers to treatment adherence; and
- Developing or identifying tools to help medical case management staff communicate more effectively with clients about treatment adherence.

Notably, aside from the CQM process, newly hired medical case managers and peers are currently required to complete the following AIDS Education and Training Centers (AETC) Medical Case Management Training Modules prior to serving Ryan White Part A/MAI Program clients:

- Culture Awareness Basics;
- Health Literacy and HIV Care: A practical guide to MCMs;
- Motivational Interviewing Basics;
- Mental Health and HIV Treatment and Care – Part 1: Screening for Improved Health Outcomes;
- Common Mental Health Disorders in PLWHA;
- An Introduction to Substance Use Disorders in PLWH;
- Understanding Lab Values;
- HIV and Opportunistic Infections;
- Antiretroviral (ART) Therapy – Part I;
- Linkage and Retention in HIV Care;
- HIV and Homelessness: Risks & Survival Behaviors in an Ecology of Desperation;
- Barriers & Facilitators for engaging Latinx in HIV Services; and
- Caring for the Transgender Patient

Subrecipients should have relevant experience in the development and coordination of training programs, including facilitation of training sessions and preparation of training materials, as well as knowledge of the HIV system of care and HIV/AIDS issues. Proposers are encouraged to identify training and technical assistance opportunities or methods that most effectively and efficiently achieve the goal of providing quality services to people with HIV and improving their access to care, as applicable to addressing issues identified during quality improvement projects. The Subrecipient of this service will also be required to coordinate with existing training programs (e.g., the Southeast AIDS Education and Training Centers, etc.) in the community to ensure maximum utilization of available resources and to avoid duplication of efforts.

NOTE: While this section of this RFP Solicitation specifically references training and technical assistance activities for two (2) core medical services (Outpatient/Ambulatory Health Services and Medical Case Management), training or technical assistance for other service categories may also be needed to address issues identified through quality improvement projects.

COMPONENT #1 ALLOCATION: The maximum anticipated annualized funding amount for **Clinical Quality Management Services** (including training and technical assistance activities for direct service providers, as appropriate to the CQM guidelines) is estimated to be **up to \$600,000 under Part A** and **up to \$100,000 under Minority AIDS Initiative (MAI)**. Separate budgets and narrative budget justifications must be submitted for these two distinct funding streams (Part A versus MAI).

Funding is contingent upon the continued appropriation of these federal funds by Congress and on-going availability of these funds to Miami-Dade County through federal grant awards from the Health Resources and Services Administration (HRSA).

3.3.2.b COMPONENT #2: STAFF SUPPORT FOR THE MIAMI-DADE HIV/AIDS PARTNERSHIP

Planning Council Staff Support Tasks:

The County is seeking a qualified public or private (nonprofit or for profit) and not conflicted health planning agency, consulting firm, consultant, or other service provider who is experienced in health care planning and HIV/AIDS-related issues to provide staff support services to the Miami-Dade HIV/AIDS Partnership, the local HIV/AIDS planning council. An excerpt from the Jon Snow, Inc. and EGM Consulting LLC's Planning CHATT Planning Council Primer (May 2018), states, "Planning councils need personnel to assist them in their work, and money to pay for things like a needs assessment and meeting costs. This is called planning council support. Planning council support should cover reasonable and necessary costs associated with carrying out legislatively mandated functions. The planning council's budget is a part of the Recipient's administrative budget, so the planning council and recipient decide together what funds are needed." Ideally, the planning council works with its support staff to develop the planning council staff support budget and monitor expenses; subject to Ryan White HIV/AIDS Program, federal Uniform Guidance, and Part A Recipient rules regarding use of funds.

Planning Council Staff Support expenses are counted towards the grant Recipient's 10% cap on administrative expenses. In deciding how much planning council support to pay for, the Partnership and the Recipient must balance the need for planning council support in order to meet planning requirements with the need for other administrative activities and for direct services for people with HIV.

HRSA encourages planning councils to use some planning council support funds to reimburse unaffiliated consumer members for their actual expenses related to participation in the planning council, such as travel or child/dependent care. However, Ryan White HIV/AIDS Program funds may not be used to provide stipends to planning council members.

Staff Support services required under this Solicitation include, but are not limited to, the following functions:

Planning, Coordination, and Staffing of Partnership Activities

- Provision of clerical and professional staff support services to the Partnership, its standing committees, subcommittees, ad-hoc committees, workgroups, the Chair of the Partnership, the Chair-Elect, Committee Chairs, the Recipient and the County as it relates to the daily business of the Partnership and its committees.
- The selected staff support entity will be responsible for securing meeting rooms for Partnership, committee, subcommittee, ad-hoc committee, and workgroup meetings. Rooms for such meetings would, in a few instances, need to accommodate up to fifty or sixty people. Attendance at most routine committee meetings averages between 20 and 30 participants, including committee members and other attendees. Meeting locations should be accessible by public transportation or the staff support entity will be responsible for making alternative arrangements. Facilities must also be accessible to persons with disabilities as required by the Americans with Disabilities Act (ADA) and meetings must be

conducted in accordance with local and federal policies regarding ADA compliance (<https://www.miamidade.gov/peoplewithdisabilities/ada-public-accommodations.asp>).

- The selected staff support entity will assist the Chair of the Partnership, Chair-Elect, and the Chairs of committees, subcommittees, ad-hoc committees, and workgroups with scheduling of meetings and the preparation of meeting agendas. Planning council support staff is specifically responsible for all meeting logistics, including scheduling, notification to the public, identification of meeting site, acquisition of meeting supplies and necessary equipment, preparation and duplication of meeting materials (as needed), and the provision of refreshments to Partnership, committee, subcommittee, and ad-hoc members at meetings to conduct Partnership business, when appropriate. (NOTE: Refreshments are only required for meetings lasting four or more hours, or at nighttime meetings, especially where people with HIV are present.)
- The selected staff support entity will be responsible for publicly noticing all meetings of the Partnership and its committees, subcommittees, ad-hoc committees, and workgroups in accordance with the State of Florida Government in the Sunshine Law (Sunshine Law) (s.286.011, Fla. Stat.), recording (tape, digital, etc.) of all meetings, production of written minutes for all meetings, drafting correspondence, and conducting all record keeping and reporting functions for the Partnership. County policy requires that for County advisory boards all meetings must be listed on the County's calendar to fulfill the public notice requirements of the Sunshine Law. This requirement is facilitated by the staff support entity providing a list of meetings on a quarterly basis to the Recipient who in turn updates the official County calendar; with updates to the Calendar sent to the Recipient in a timely manner. All records must be kept for a period of no less than five (5) years, which includes all written documents, reports, minutes, and audio-tapes. Staff will also be responsible for maintaining the Partnership's mailing (including email) list of members and interested parties and distributing meeting notices and other documents to these individuals. Distribution of meeting notices includes both written notice sent by U.S. Mail and by fax and/or e-mail. The selected staff support shall be expected to consult with the County Attorney's Office on any matters related to compliance with the before-mentioned law.
- The selected staff support entity must also be able to respond to requests for information from the public pertaining to Partnership business and shall comply with the State of Florida Public Records Act (Ch. 119, Fla. Stat.) and Miami-Dade Administrative Orders Nos. 4-48 (Fees Charged to the Public for Examining and Duplicating Records), 7-24 (Records Management Program), and all other applicable federal, state, and local laws, regulations, executive orders, and administrative orders. The selected staff support shall be expected to consult with the County Attorney's Office on any matters related to compliance with the before-mentioned law.
- The selected staff support entity, in addition to those duties outlined above, will be required to have an appropriate number (at least one) of staff members attend meetings of the Partnership and its committees, subcommittees, ad-hoc committees, and workgroups to provide assistance to the various groups. The selected staff support entity must at all times act in accordance with the County Ordinance which established the Partnership, the Partnership's Bylaws, and the Partnership's Policies and Procedures Manual, and monitor the Partnership's compliance with same. Specific staff responsibilities will vary from committee to committee based on the responsibilities of each specific group. Please refer to the descriptions of each committee listed above for more information. The selected staff support entity will also be required to arrange for a parliamentarian to attend committee meetings, when deemed necessary by the Partnership, committee, subcommittee, ad-hoc committee, or workgroup to provide guidance to the committee Chairs regarding Robert's Rules of Order and the proper conduct of

a meeting. The selected staff support shall be expected to consult with the County Attorney's Office on matters related to compliance with the before-mentioned rules.

- The selected staff support entity will be responsible for performing impact analysis regarding policy changes made by the Partnership and its committees, subcommittees, ad-hoc committees, or workgroups and report any findings to the Partnership for its consideration. In addition, staff must follow directions given in the form of a motion by a committee, subcommittee, ad-hoc committee, workgroup, or the full Partnership. The selected staff support entity will be required to follow-up on such directives and requests in a timely manner and report back to the Partnership or committee regarding progress, etc. The selected staff support entity will also be required to provide the County with a monthly written progress report, to accompany its invoice for reimbursement, outlining staff activities, accomplishments, etc. It is imperative for the selected staff support entity to maintain close communication with both the Chair and Chair-Elect of the Partnership and its committees, subcommittees, ad-hoc committees, workgroups, and the County to ensure that the Partnership's business is conducted in a timely and effective manner.
- The selected staff support entity will be responsible for coordinating and facilitating all Partnership activities pertaining to grievance resolution in accordance with the Miami-Dade HIV/AIDS Partnership's Grievance Procedures. The selected staff support entity will be required to maintain records of grievances heard by the Partnership and to develop a system for tracking grievances received and processed. In addition, the provider of this service will be expected to assist the Partnership with evaluating and modifying its grievance policies and procedures, as necessary.
- The selected staff support entity must also budget sufficient resources to provide support and assistance to Partnership members in accordance with the Partnership's Reimbursement Policies and Procedures, as well as County and federal guidelines. This support and assistance will include such items as transportation, mileage, and parking reimbursement for attending Partnership, committee, subcommittee, ad-hoc committee, and workgroup meetings; reimbursement of meal expenses for meetings held at traditional meal times where meals were not provided; child care during meetings; and reimbursement for lost wages due to the conduct of Partnership activities. In addition, travel expenses for any Partnership member who represents the Partnership at an approved, program-related, out-of-town meeting or conference must also be included in the selected staff support entity's budget. These expenses include transportation (airfare, etc.), lodging, registration fees, meals, etc. and must be approved in advance by the Partnership and the County. The selected staff support entity should budget to send at least one staff member and one Partnership member to attend the bi-annual HRSA All Parts meetings in Washington, D.C. (i.e., in 2020, 2022, etc.). Funds must also be allocated to cover all Partnership expenses relating to the procurement of mediation/arbitration services for grievances filed with or against the Partnership.
- For program-allowable mileage expenses, a Subrecipient will be reimbursed at its current internal rate, which cannot exceed the current United States General Services Administration (GSA) Privately Owned Vehicle (POV) Mileage Reimbursement Rate (see: <https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>). This GSA POV rate is currently set at \$0.58 per mile, as of January 1, 2019, and is subject to change (usually each January 1st). The County will change whenever this federal rate changes. Gas is not covered as a separate cost.
- There is also a limit on out of town travel expenses per the GSA per diem, lodging and Meals and Incidentals (M&IE) rates. For more information, go to (which are subject to updates):

- **Lodging:** https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=DC&fiscal_year=2019&zip=&city=
- **M&IE:** <https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown>
- **Airfare:** <https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc>
- The County Attorney's Office serves as legal counsel and parliamentarian to the Partnership, and, therefore, the selected staff support entity will also be expected to consult with the County Attorney's Office, in coordination with appropriate staff from the County's Office of Management and Budget-Grants Coordination, on all legal matters pertaining to the Partnership, including but not limited to matters related to the Florida Sunshine Law, Public Records Act, interpretations of the laws establishing the Partnership and interpretations of the Partnership's Bylaws. Notwithstanding the foregoing, the County Attorney's Office will not be consulted on any matter that is not Partnership-related, such as matters related to the selected staff support entity's contractual obligations.

Research, Data Collection, Reporting, and Document Production

This component of staff support services includes document production and annual and/or periodic updates to the Partnership's Needs Assessment and the Integrated HIV/AIDS Prevention and Care Plan for Miami-Dade County; assistance with preparation of Partnership-related sections of the County's annual Ryan White Part A/MAI Program grant application; and preparation of other reports as necessary. These responsibilities involve extensive research, data collection, and data analyses, in addition to report preparation and document production. The selected staff support entity will be expected to conduct research, analyses, report findings, and make recommendations to the Partnership, its committees, subcommittees, ad-hoc committees, and workgroups, and the County in response to Partnership directives. These activities may also include the responsibility of making arrangements for guest speakers to make presentations to committees, subcommittees, or the full Partnership.

Assistance with Preparation of the Ryan White Part A/MAI Program Grant Application

The specific elements of Miami-Dade County's annual Ryan White Part A/MAI Program grant application that the provider of this service will be responsible for preparing or providing data for vary slightly from year to year based on the application guidance issued by the Federal government. Based on the application guidance received by Miami-Dade County for Fiscal Year 2020, sections of the grant application may require the following:

- Project abstract
- Description of the HIV/AIDS epidemic in Miami-Dade County (demonstrated need for HIV care | terms of sociodemographic, geographic, behavioral, and clinical characteristics of persons newly diagnosed with HIV, people with HIV, and persons at higher risk for infection)
- Assessment of populations with special needs, including co-morbidity or co-occurring conditions data (e.g., HIV co-occurring with Hepatitis C, sexually transmitted infections, mental illness, substance use disorder, homeless/unstably housed, former incarceration, etc.)
- Description of the current HIV Care Continuum in Miami-Dade County
- Description of the local coordination of services across funding streams
- Description of the Partnership's process for setting service priorities and allocating resources
- Description of the Partnership's local needs assessment and planning processes

- Description of the Integrated HIV/AIDS Prevention and Care Plan, and its compatibility with the Statewide Coordinated Statement of Need
- Epidemiologic data in both narrative and tabular form reporting HIV and AIDS cases in Miami-Dade County
- Analysis in both narrative and tabular form of the Partnership's membership, including whether the Partnership is reflective, inclusive, and representative of Miami-Dade County's HIV/AIDS population (in the Part A Program and in the general population)
- Analysis in both narrative and tabular form detailing other funds available in Miami-Dade County for HIV/AIDS services
- Analysis of unmet need in the HIV/AIDS community
- Analysis of the use of Minority AIDS Initiative (MAI) funding to address health disparities and health inequalities among minority communities in Miami-Dade County

The performance of duties under this subsection requires excellent writing skills and the ability to access, assess, analyze, and present statistical data related to HIV epidemiology in Miami-Dade County. The provider of this service must work closely with the County while drafting sections of the grant application. The provider must also meet all deadlines, produce high quality work products, and be able to quickly revise drafts based on input from the County and the Partnership.

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

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

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

The selected staff support entity will be responsible for conducting the needs assessment and all related activities as directed by the Partnership and its committees. At the conclusion of these activities, a final needs assessment document summarizing these activities and findings must be published and provided

to Partnership members, the County, and other stakeholders. This document will serve as the basis for determining service priorities and funding allocations established annually by the Partnership. The provider of this service will be responsible for developing, implementing, facilitating, and conducting the Partnership's annual data-driven priority and allocation setting process.

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

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

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

Updates to the Integrated HIV/AIDS Prevention and Care Plan

The selected staff support entity will be responsible for updating the Integrated HIV/AIDS Prevention and Care Plan as necessary, as directed by the Partnership, the Prevention Committee, or the Strategic Planning Committee. In addition, the provider will also be expected to furnish various levels of technical assistance to the Partnership in the implementation and evaluation of the Integrated Plan and assist in the development and revision of the implementation schedule as necessary.

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

Outreach, Public Relations, Recruitment, and Training

This component of staff support services includes outreach and public relations activities that would increase community awareness of the importance of participating in the Part A/MAI HIV/AIDS planning process, and specifically focus on improving the level of involvement from people with HIV. One of the primary objectives of these activities is to recruit new members to the Partnership. The provider of this service will be required to assist the Partnership's Community Coalition Committee in conducting culturally sensitive outreach efforts with special emphasis on minorities and focusing on engaging persons who are living with HIV or AIDS, and consumers of Part A/MAI services. Proposers will be required to identify specific strategies that will be used in conjunction with various media contacts in order to reach out to special target groups within the HIV/AIDS community. Proposers will be required to plan and schedule accessible meeting locations and provide other accommodations for persons with special needs (i.e., the

physically impaired, including persons who are visually challenged and hard of hearing; persons requiring Spanish or Creole translation; persons in need of transportation, etc.) and minority populations.

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

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

Miami-Dade HIV/AIDS Partnership Website and Social Media Account Development and Maintenance

This component of staff support services requires the continuous development and maintenance of the Miami-Dade HIV/AIDS Partnership's Internet website (currently, www.aidsnet.org) and social media accounts (currently, @HIVPartnership at Facebook and Twitter). These tools provide cost effective and highly accessible mediums for distributing information to the community on the Partnership's planning and care coordination activities. Among the types of information available on the website and/or social media sites are:

- Partnership structure and responsibilities
- Schedule (calendars) of Partnership activities
- Partnership recruitment information
- Needs assessment data
- HIV/AIDS epidemiological data
- Comprehensive planning documents and other reports
- Demographics and other statistics of the Ryan White Part A/MAI client population and related service utilization data
- Links to major HIV/AIDS websites
- Quality studies and results
- Resources regarding HIV/AIDS funding and other non-Part A/MAI-funded programs
- Partnership and committee membership application materials
- Partnership meeting minutes and agendas
- Partnership By-Laws and Policy and Procedure Manual

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

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

COMPONENT #2 ALLOCATION: The maximum anticipated annualized funding amount for **Staff Support Services for the Miami-Dade HIV/AIDS Partnership** is estimated to be **up to \$400,000 under Part A only**. A separate budget and narrative budget justification must be submitted for this service category.

Funding is contingent upon the continued appropriation of these federal funds by Congress and on-going availability of these funds to Miami-Dade County through federal grant awards from the Health Resources and Services Administration (HRSA).

3.3.3 Reporting

Both Components #1 and #2 require monthly invoicing for reimbursement of allocable, reasonable, and program-allowable services. A report reflecting a summary of services rendered during the month must accompany each invoice. A Final Line Item Expenditure Report reflecting actual expenditures in relation to approved budget line items will be due annually, within 60 days of the end of each grant fiscal year.

Component #2 requires an annual report on the state of the local HIV/AIDS epidemic to be prepared for and presented to the Miami-Dade Board of County Commissioners.

3.3.4 Payment Schedule

A non-Federal entity proposer must demonstrate their organization's capabilities of compliance with the 45 CFR 75.305 of the Uniform Guidance if it intends to request "pay in advance". Or, the non-Federal entity proposing organization may elect to be paid on a reimbursement basis.

Please note if the non-Federal entity proposing organization elects to be paid on a reimbursement basis now, this election does not preclude the organization from requesting to be included in the "pay in advance" process in the future.

During the contract execution process, a Method of Payment Request form will be provided for certification by the subrecipient. If "pay in advance" is requested by the non-Federal entity, documentation supporting compliance with 45 CFR 75.305 of the Uniform Guidance will be requested during the review and approval of such request.

Once the contract is executed, monthly invoices submitted for **Components #1 and #2** will be paid based on the payment method, budget, and/or payment schedule requested by the selected subrecipient(s) and approved by the Recipient in the corresponding contract and any related amendments.

4.0 RESPONSE REQUIREMENTS AND RFP SUBMISSION INSTRUCTIONS FOR PROPOSERS

NOTE: Items for Proposers to respond to for this Solicitation begin below in Section 4.16, Contents of Proposal.

4.1 Timeline and Submission Deadline

Please refer to Section 1.2 of this Solicitation document for a detailed RFP Timeline, including submission deadline.

4.2 Designated Contact Person and Technical Assistance

Miami-Dade County is committed to providing technical assistance to prospective Proposers for this solicitation. Questions must be submitted in writing, and received by US mail, fax, or e-mail no later than 5:00 p.m. (local time), December 16, 2019. Proposers for these funds are encouraged to submit any written questions about the programmatic or technical aspects of this Solicitation in writing to the County by delivery, fax, or Email by this deadline, with a copy to the Clerk of the Board, at Clerk.Board@miamidade.gov. Questions must reference this Solicitation as: "RFP No. RW-QMSS-0320" in the subject line.

Please address all correspondence to the Designated Contact Person for this Solicitation:

Daniel T. Wall, Assistant Director
Office of Management and Budget - Grants Coordination
111 NW 1st Street, 22nd Floor
Miami, Florida 33128
(305) 375-4742
Fax: (305) 375-4454
Email: Daniel.Wall@miamidade.gov

Under the Cone of Silence provisions described in Section 1.6 of this Solicitation, the written submission of questions or attendance at a Pre-Proposal Conference will be the only opportunities to ask technical questions about this Solicitation.

4.3 Pre-Proposal Conference

Attendance at the scheduled Pre-Proposal Conference to be conducted by Miami-Dade County is **strongly encouraged**. This session will provide an opportunity for Proposers to raise questions about any requirements of this RFP. The date, time, and location for this Pre-Proposal Conference is indicated on the cover page of this Solicitation.

4.4 Additional Information / Addenda

Requests for additional information or clarifications must be made in writing and received via fax or e-mail to the Designated Contracting Officer for this Solicitation as indicated above in Section 4.2. The written request must contain the Proposer's name, organization, address, phone number, fax number, email address, and a reference to this Solicitation's Title: "RFP No. RW-QMSS-0320."

Miami-Dade County will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addenda or addendum issued prior to the Application Due Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP Solicitation document or in any written

addenda/um to this RFP. Where there appears to be conflict between this Solicitation and any addenda/um issued, the last addenda/um issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda/um. The Proposer should verify with the designated Contracting Officer prior to submitting an application that all addenda/um have been received. Any and all addenda/um will be sent via e-mail to all registered participants in this RFP process and will be made available on the Office of Management and Budget-Grants Coordination website at: <https://www.miamidade.gov/grants/RFP/RW-QMSS-0320/RW-QMSS-0320-email-login.asp>. Proposers are required to acknowledge the number of addenda/um received as part of their application. (See the **Appendix I**, Acknowledgement of Receipt of Addenda/um Form included in Section 8.0, Application Checklist, of this RFP. Submit this Acknowledgement form as **Attachment 16** to the proposal application.)

Proposers who obtain copies of this Solicitation and who do not register with their contact information, or who obtain copies from sources other than those listed in this section of the Solicitation risk the potential of not receiving a complete document and/or any addendum/a, as their names will not be included on the list of registered agencies participating in the process for this particular Solicitation. Any such Proposers are solely responsible for those risks.

4.5 **Submittal Requirements (Instructions for Proposers)**

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

Proposals **MUST** address all of the topics in this section in the sequence outlined in the Proposal Submission Checklist (see Section 8.0 of this RFP). Include a copy of this **Proposal Submission Checklist** as **Attachment 1.2** to the RFP application. Proposals **MUST** contain each of the listed documents below, fully completed, signed, and notarized where required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. Responses are to be concise and consist only of the answers to the questions posed. Extraneous material or information not requested should not be submitted. **Do not exceed the specified page limitations.**

All materials are to be submitted on 8 1/2" by 11" white paper only, neatly typed on one side only (NOT double-sided), with standard 1-inch margins all around, single spacing, a standard font (e.g., Arial or Times New Roman only), and a font size not less than 12 point (tables and graphs are acceptable in 10 point font). Do not staple, spiral bind, or place the proposal in a three-ring binder. Instead use a binder clip, rubber bands, etc. to keep your proposal together. Proposals must be received by the submission deadline.

Proposers must submit two complete, identical proposal as follows: 1) one signed hardcopy original, clearly labeled as such; and 2) one complete copy, with the RFP title, "RFP No. RW-QMSS-0320, Clinical Quality Management Services for the Ryan White Program and Staff Support Services for the Miami-Dade HIV/AIDS Partnership," in a sealed envelope or container addressed to Daniel T. Wall, Assistant Director, Miami-Dade County, Office of Management and Budget – Grants Coordination (OMB) to:

Miami-Dade County Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202
Miami, FL 33218

Proposers must submit one complete signed hardcopy original document packaged into two separate parts, as follows:

Part One: Grant Application Proposal must include: Application Cover Sheet, Proposal Submission Checklist, Proposal Narrative, Work Plan, and Budget Forms.

Part Two: Required Attachments must include all Required Attachments as listed in Section 8.0 of this RFP. Also include the Section 8.0 Application Checklist.

Proposers must also submit one complete copy divided into separate parts as described above.

Applications are due to the Clerk's Office on or before 4:00 p.m. (local time) on December 20, 2019. Applications may be mailed, sent by courier, express-mailed, or hand-delivered to Clerk's Office. Applications cannot be faxed or e-mailed. Proposers are solely responsible for completing the RFP Solicitation application, following all instructions (required forms, attachments, etc.), and submitting the materials on time, on or before the submission deadline to the Clerk's Office. The Clerk's Office is open only between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays, excluding County observed holidays.

4.6 Packaging/Labeling of RFP Application Submission

The information identified in **Appendix C** of this Solicitation document titled "**Label**" must be affixed to the outside of the sealed envelope or container (box).

4.7 Minimum Submission Requirements

All applications will be screened by Miami-Dade County's Office of Management and Budget-Grants Coordination, to ensure compliance with the following minimum requirements for this Solicitation:

- 1) Timely and complete submission of the application package.
 - a. Include Application Checklist, as **Attachment 2**, with the fully completed application in prescribed order.
- 2) Must submit one (1) copy of the Proposer's last completed fiscal, certified audit including related management letter and/or financial statements, annual agency-wide operating budget, and description of how the program will be implemented on a reimbursement basis (if the non-Federal entity elects "pay in advance", the proposer must describe how their organization complies with the Federal requirements for advance payment stated in 45 CFR 75.305); and plans to comply with contractual audit requirements if only the financial statements are available at the time of the application submission
- 3) Must provide services in Miami-Dade County
- 4) Must provide copies of the two (2) most recent independent site visit monitoring reports issued by applicable funding sources; or an explanation of why such a report is not available
- 5) Submit two (2) signed hardcopy originals as described in Section 4.5 above.
- 6) Must submit most current tax return in the full legal name of the proposing organization
- 7) Must submit a current Certificate of Status from the Florida Division of Corporations (www.sunbiz.org)
- 8) FOR NONPROFIT ORGANIZATIONS ONLY:
 - a. Must provide an IRS letter of determination documenting tax-exempt status [e.g., 501(c)3 letter]
 - b. Must provide and IRS Form 990, Return of Organization Exempt from Income Tax, in the name of the proposing organization

Miami-Dade County is not responsible for making copies or otherwise fulfilling the application requirements for Proposers who do not submit the required documentation and/or number of hardcopies. It is each Proposer's responsibility to ensure that their application is timely and complete when submitted and that it contains the necessary components, documentation, and attachments as required by Miami-Dade County, as indicated in this Solicitation.

4.8 Pre-Selection Site Visits

Miami-Dade County reserves the right, at its sole discretion, to conduct a pre-selection site visit to review the administrative, programmatic, and fiscal operations of any organization that is being considered for funding under this Solicitation.

4.9 Modifications

Modifications and/or additions received after the application due date will be considered late except for those modifications and/or additions allowed during the cure period to address technical deficiencies identified by staff.

4.10 Solicitation Postponement or Cancellation

If for any reason, funds are not allocated or available to support these projects, Miami-Dade County reserves the right to postpone or cancel this Solicitation at any time. Miami-Dade County may, at its sole and absolute discretion, reject any and all, or parts of any and all applications; re-advertise this Solicitation; postpone or cancel this Solicitation process; or waive any irregularities in this Solicitation, or in the applications received as a result of this Solicitation.

4.11 Costs Incurred by Proposers

Any and all expenses involved in the preparation and submission of applications under this Solicitation, or any work performed in connection with development and submission of the application shall be borne by the Proposer(s). No payment will be made for any responses received by Miami-Dade County or for any other effort required of, or made by the Proposers prior to commencement of work, as defined by a contract to be entered into between Miami-Dade County and the entity(ies) approved for funding under this Solicitation.

4.12 Changes/Updates of Proposer's Location or Official Contact Information

It is the responsibility of the Proposer to update its application concerning any changes in its contact information (i.e., contact person, telephone number, address, e-mail address, etc.).

4.13 Withdrawal of Applications

Applications shall be irrevocable until contracts are awarded unless the application is withdrawn. An application may be withdrawn, in writing only, addressed to Miami-Dade County's designated RFP Contracting Officer for this Solicitation as listed in Sections 1.4 and 4.2, above.

4.14 Preliminary Screening and Due Diligence Review

All proposals will be screened by the Office of Management and Budget - Grants Coordination for compliance with minimum criteria as described in Section 4.7 of this RFP Solicitation. Proposals that meet the minimum criteria will be considered reviewable. It is the responsibility of the Proposer to verify if their proposal has passed preliminary screening and to correct any and/or all RFP submission requirement deficiencies. Proposers failing to do so will risk that their proposal will not be forwarded for review to the Evaluation/Selection Committee(s).

A due diligence review will be conducted by OMB staff for each Proposer and any proposed subcontractors utilizing a standard checklist developed for this purpose (**Appendix G**). The results of this review will be taken into account by the Evaluation/Selection Committee(s) when scoring and making award recommendations.

4.15 Past Performance

A Proposer's past performance as a prime contractor, subrecipient, or subcontractor on previous Miami-Dade County contracts or other related contracts from other funding sources shall be taken into account in evaluating the proposals received for funding under this Solicitation. Proposers may have up to five (5) points subtracted for instances or circumstances where their organization has significant Single Audit, site visit monitoring, contract compliance, or due diligence findings.

4.16 Contents of Proposal

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

A. *Application Cover Sheet*

Include on the **Application Cover Sheet (see Appendix A, Page 1 of this Solicitation)** the services to be provided (i.e., the service category or categories the Proposer is requesting to be funded under this Solicitation – listing Part A requests on a separate line from the Minority AIDS Initiative funding request), the amount of funds being requested to provide these services, and the name/contact information for the Subrecipient's program coordinator or program liaison. The original copy of this form must be signed by an officer of the Proposer(s) who is legally authorized to enter into a contractual relationship in the name of the Proposer(s). The Proposer(s) must affix the proposing organization's corporate seal to the original copy of this document, and in the absence of a corporate seal this form must be notarized by a Notary Public. The original copy of the proposal should be clearly marked as such on the Proposal Title Page. Include this as **Attachment 1.1** to the RFP application.

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. *Minimum Qualification and Submission Requirements*

Per Section 3.3.1, Scope of Services, of this RFP, there are no minimum qualification requirements. However, Proposers shall provide documentation as requested in this solicitation. If a prescribed format or required documentation for the response to minimum submission requirements (e.g., proof of licensure) is listed below, Proposers must submit such documentation.

D. *Abstract for the Proposed Service(s)*

The abstract(s) must include the **full, legal name** of the proposing organization; corporate/tax status of proposing organization (i.e., nonprofit or for profit); a brief description of the proposed service(s); and the amount of the total budget request for each service. (**Limit 1 page per proposed service component.**)

E. Organization Longevity & Service Experience (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. Identify the corporate/tax status of your organization (nonprofit or for profit). Include as **Attachment 3** to the RFP application documentation of corporate/tax status in the name of the proposing organization and subcontractors, if applicable. Describe the agency's achievements. State the full range of services that your organization currently provides. 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 (components) related to the Solicitation.
2. Describe your organization's past performance in managing contracts of a similar nature (i.e., local, state, or federal funding) or relevant service component (e.g., quality management, clinical quality management; planning council staff support; etc.). Submit copies of the two (2) most recent independent site visit monitoring reports from major funding sources or adequately explain why your organization is unable to provide copies of such reports. Indicate if outcomes and performance measures with the funding source(s) were met, and identify the relevant funding source. Identify if a corrective action plan was required to be submitted to a funder; and indicate the status of the corrective action plan (e.g., not started, in progress, completed). Submit copies of any related non-compliance notifications from a funding source for contracts of a similar nature.
3. Describe your organization's qualifications, including any certifications or accreditations, reflecting its ability to manage and provide the services requested in this RFP.
4. Describe the staff's experience providing services of a similar nature, including the length of time that key staff has provided the proposed service(s). Include as **Attachment 4** to the RFP application an organizational chart showing all key personnel.
5. Describe your organization's capabilities to respond to special client groups, such as persons with disabilities and special needs, including individuals with a lack of transportation resources, and people with HIV. Describe your organization's cultural and linguistic capabilities. Provide information related to your organization's adherence to any nationally recognized culturally and linguistically accepted standards, including, but not limited to, compliance with Title VI of the Civil Rights Act.
6. Submit as **Attachment 5** to the RFP application a complete copy of your organization's most current certified audit verifying that the agency is on sound financial footing and able to implement the funded service(s) on a reimbursement basis. Financial statements do not represent a complete audit. Therefore, if a certified audit is not available, financial statements and detailed plans to comply with contractual audit requirements in accordance with the audit requirements as detailed in **Appendix H**, Professional Services Agreement (i.e., draft form Agreement template), Article VI, Sections 6.1 and 6.2, as well as Article VII, Section 7.5 (C), OF THIS RFP solicitation packet **MUST** be submitted as part of the proposal.
7. Explain your organization's system for safeguarding the confidentiality of people with HIV in general and of Ryan White Program clients and client records, including the organization's definition of confidentiality, policies regarding staff's compliance with confidentiality regulations and the

organization's efforts to ensure staff's knowledge of confidentiality laws governing the protection of confidential information and privacy of service recipients.

8. Explain your organization's policies regarding compassionate, courteous, and non-judgmental services to people with HIV, including a description of internal measures used to evaluate and maintain customer service practices and standards.
9. Describe your organization's current grievance procedures, or those proposed to be established for the purposes for which your organization is applying for funding under this RFP. Indicate how your organization informs customers and other service providers of its grievance policies, and include, as **Attachment 6** to the RFP application, a copy of these policies.
10. Explain how your organization involves people with HIV in its daily operations and decision-making processes.
11. Include as part of your proposal a statement that ensures that your organization serves all clients without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, veterans status, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking.
12. Include, as **Attachment 7** to this RFP application, a current listing of the proposing organization's Board of Directors, Officers of the Organization, and Advisory Council Members; provide a racial/ethnic and gender breakdown of your organization's Board members and of the organization's staff (paid or volunteer).
13. Describe any prior or pending litigation, either civil or criminal, involving a governmental agency or any other entity, which may affect the performance of the services to be rendered herein, in which the proposing organization, any of its employees or subcontractors (subconsultants) is or has been involved within the last three (3) years.
14. Explain how your organization will ensure that services provided under an agreement resulting from this RFP will not be impacted by matters of conflict of interest. Also identify if any family members – by blood, adoption, or marriage – will be providing services proposed herein.

NOTE: A contract resulting from this Solicitation has restrictions related to nepotism (i.e., no relative of any officer, board of director, manager, or supervisor employed by a Subrecipient shall be employed by the Subrecipient unless the employment preceded the execution of the corresponding contract agreement by one (1) year). No family member – by blood, adoption or marriage – of any employee may be employed by the Subrecipient if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. This applies to both full-time and part-time employees and voting members of the organization's Board of Directors or Trustees.

F. Proposed Service(s) (Complete once and separately for each proposed service component and do not exceed 10 pages per service component, not including forms and/or appendices)

Carefully review the service component definition(s) included in **Section 3.0, SCOPE OF SERVICES**. In your organization's response to this section, describe your organization's proposed service addressing all requirements and restrictions listed in the definition of the service your organization proposes to provide.

Proposers are reminded that no exceptions may be taken to any requirements specified in the service definitions.

1. Describe your organization's past experience in providing the proposed service component, including a description of funding received (i.e., other contracts, grants, etc.).
2. If your organization currently provides this type of service, indicate the entity (funding source and program) under which the service is being provided, level of staff (i.e., number and full-time equivalent) providing the proposed service(s), the level of funding, and term of the existing agreement (i.e., time period covering the agreement).
3. Provide a description of your organization's proposed service approach and the rationale underlying the approach to be taken in providing the service:
 - **For Clinical Quality Management (CQM) funding requests:** In describing your organization's proposed service approach, include an outline of the proposed CQM Plan for the local Ryan White Part A and MAI Programs, and describe how the Plan's CQM activities will adhere to HRSA's updated Policy Clarification Notice #15-02 (see Section 3.2.a above).
 - **For Staff Support to the Miami-Dade HIV/AIDS Partnership funding requests:** In describing your organization's proposed service approach, describe how your organization will help the Partnership complete its local and federal requirements as described in Section 3.0 of this Solicitation, in a timely manner. Indicate where and when planning council, committee, subcommittee, ad-hoc committee and workgroup meetings will take place, the costs related to these meetings, and how each meeting location is accessible to the public (e.g., centrally located in Miami-Dade County, public transportation, accessible to persons with disabilities, etc.). Describe strategies your organization plans to implement to help recruit and retain planning council members, especially but, not limited to, Representatives of the Affected Community (i.e., people with HIV)
4. Provide a schedule of hours of operation for the proposed service and a list of sites where the work requested in this Solicitation will be conducted and available.
5. Indicate if staff required to provide the service is currently on board (i.e., hired) or if recruitment will be necessary. Identify a staff person to serve as the Contract Coordinator or contract 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 Solicitation, the Proposer has a continuing obligation to advise the County in a timely manner of any changes, intended or otherwise, to the key personnel identified in its proposal for each service category.
6. Describe and enclose as **Attachment 8** to the RFP application any licenses, certifications, or accreditations that have been met by your organization and/or key members of your proposed project staff.
7. Include as **Attachment 9** to the RFP application resumes and job descriptions, for all key professional staff who will be providing the proposed services, if applicable (**Approximately one**

page per person; not included in page limit for this section).

8. Proposers are required to submit a detailed work plan for the proposed service(s). The work plan should describe the goals, objectives, activities, staff person(s) responsible for achieving the objectives, target activity/task start date, target activity/task completion date, and expected outcomes. Objectives must be specific, measurable, and quantifiable (submit the Work Plan as **Attachment 10** to the RFP application).
9. Describe how your organization will evaluate (internally and through external feedback) the quality and effectiveness of the services it would provide under the proposed project, and how it will address or remedy identified problems or deficiencies.

G. Line Item Budget

Due to Federal requirements, the Proposer(s) must submit a categorical line item budget (**see Appendices B.1 and B.2** of this Solicitation) and narrative budget justification (**see Appendix B.3** of this Solicitation) for each direct and indirect cost associated with the proposed service, using the object class categories listed below. A total dollar amount for indirect charges without a detailed breakdown on the budget form will not be accepted. Failure to submit the categorical budget with your proposal will **DISQUALIFY** your organization from further consideration by the Evaluation/Selection Committee for award of funds. Proposer must also submit a copy of its agency-wide budget. Submit a line item budget form and narrative justification – one for each service category and funding source – as **Attachments 11 and 12, respectively**, to the RFP application.

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

Indirect/Administrative costs are capped at 10%. Proposers are required to follow the budget limitations (not to exceed maximum available funds) established by the Miami-Dade HIV/AIDS Partnership and/or the County, as identified in this Solicitation under **Section 3.0, Scope of Services**.

A narrative budget justification must be included as part of this section, specifying how each line item is directly related and/or necessary to the provision of the proposed services.

In the budget narrative:

1. Describe the proposing organization's financial capability to undertake the proposed scope of work on a **reimbursement basis** (i.e., providing the service then submitting an invoice to the County by the 20th day of the month following the month of service, to be reimbursed either actual costs or on a fixed cost basis);

OR

2. In the case of a non-Federal entity which elects "**pay in advance**", describe the proposing organization's method for ensuring compliance with the Federal requirements for advance payments under 45 CFR 75.305, Payment, of the Uniform Guidance.

NOTE: Reimbursement basis is the preferred method of payment if the requirements of “pay in advance” cannot be met, there is a specific award condition set by the Recipient, or the subrecipient requirements to be paid on a reimbursement basis.

Also describe your organization’s ability to access/solicit donations or other in-kind contributions for CQM or planning council related activities (e.g., meeting sites at no cost, training resources at little to no cost, etc.).

H. Required Affidavits/Acknowledgments

Proposers **MUST** complete, sign as required, notarize if indicated, and submit as part of the application package the following documents:

- **Collusion Affidavit** (see Appendix F of this RFP document; include as **Attachment 13**)
- **Fair Subcontracting Policies** (see Appendix M of this RFP document; include as **Attachment 14**)
- **Subcontractor/Supplier Listing** (see Appendix N of this RFP document; include as **Attachment 15**)
- **Acknowledgement of Addendum/a** (see Appendix I of this RFP document; include as **Attachment 16**)
- **Contractor Due Diligence** (see Appendix K of this RFP document; include as **Attachment 17**)
- **Public Entity Crime** (see Appendix L of this RFP document; include as **Attachment 18**)
- **Affidavit of Miami-Dade County Lobbyist Registration and Oral Presentation** (see Appendix J of this RFP document; include as **Attachment 19**)

- **County Vendor Affidavits & Requirements** (see Appendix D of this RFP document; include as **Attachment 20**)

NOTE: Included as **Appendix E** of this Solicitation, solely for proposer’s information is the County’s on-line Vendor Registration instructions. Vendor registration will need to be completed and submitted (i.e., completed online) if the Proposer has been selected for contract award.

4.17 Audit Requirements

Proposers must submit, as directed in Section 8.0 of this Solicitation, one (1) complete copy of the proposing organization’s most current certified audit, including related management letters, verifying that the agency is on sound financial footing and able to implement a funded service on a reimbursement basis, in accordance with the audit requirements as detailed in **Appendix H**, Professional Services Agreement (i.e., draft form Agreement template), Article VI, Sections 6.1 and 6.2, as well as Article VII, Section 7.5 (C), OF THIS RFP solicitation packet. Financial statements alone do not represent a complete audit. Therefore, where applicable, if a certified audit is not available, financial statements, annual agency-wide operating budget, a description of how the program will be implemented on a reimbursement basis, and detailed plans to comply with contractual audit requirements must be submitted as part of the proposal narrative.

4.18 Payment

Proposers must demonstrate their organization’s capabilities of compliance with the 45 CFR 75.305 of the Uniform Guidance if it intends to request “pay in advance” or state that the proposing organization plans to elect to be paid on a reimbursement basis. If the proposing organization plans to elect to be reimbursed on a reimbursement basis, please state its intention response to Section 4.16 (G) of this RFP Solicitation, and provide a description of how the program will be implemented on a reimbursement basis (e.g., organization’s ability to provide services prior to receiving payment). **Please note if the proposing organization elects to be paid on a reimbursement basis, this election does not preclude the organization from requesting to be included in the “pay in advance” process in the**

future. During the contract execution process, a Method of Payment Request form will be provided for certification by the subrecipient. If "pay in advance" is the requested method of payment, documentation supporting compliance with the applicable Federal regulations will be requested during the review and approval process of such request.

5.0 EVALUATION & SELECTION PROCESS

5.1 Review of Proposals for Responsiveness

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

5.2 Evaluation Process and Criteria

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

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

Following the qualitative appraisal and oral presentations (if conducted; see below), the Evaluation/Selection Committee will then report its findings as to relative merit and recommendation for contract award to the County Mayor for review and concurrence. The County Mayor will then forward recommendations to the Board of County Commissioners for review and concurrence. The County Mayor then has ten (10) days in which to make final decisions regarding whether veto authority will be exercised.

A. PROPOSAL EVALUATION CRITERIA

Section	Maximum Points
1. Organizational Longevity & Service Experience	25
2. Past Performance, Audit, and Monitoring Reports (if applicable) & Due Diligence Review	Up to -5 (minus 5 points)
3. Program Plan & Quality Assurance	25
4. Accessibility	15
5. Administration, Cost, Budget & Financial Capacity	20
6. Qualifications & Reflectiveness	10
7. Compliance with RFP/Solicitation Requirements	5
MAXIMUM SCORE:	100

1. Organizational Longevity & Service Experience (25 points):

Proposer identifies all required elements of organization’s history, and includes all required supporting documents for this section in the form of attachments to the proposal.

- Period of time that the proposing organization has been providing similar services **[5 points]**.
- Documented organizational experience in the successful delivery of the service(s) requested in this Solicitation; **[10 points]**.
- Period of time that key supervisory and professional service staff have been providing service(s) similar to those requested in this Solicitation, including services in the following areas; and Proposer clearly explains the cultural and linguistic competency capabilities of its staff who will be providing the services described in responses to this RFP solicitation **[10 points]**:
 - ✓ HIV/AIDS
 - ✓ Health and social service issues
 - ✓ Report writing
 - ✓ Research design
 - ✓ Statistical analysis
 - ✓ Quality management, and clinical quality management
 - ✓ Development, coordination and implementation of training programs
 - ✓ Client record reviews
 - ✓ Website and social media account design and management
 - ✓ Other related areas

2. Past Performance, Audit, and Monitoring Reports (if applicable) and RFP Due Diligence Review (up to -5 points):

IMPORTANT NOTE: Proposers may have up to five (5) points subtracted in this evaluation criteria section for instances or circumstances where their organization has significant Single Audit, site visit monitoring, contract compliance, or due diligence findings.

- Proposer failed to submit copies of the two (2) most recent independent site visit monitoring reports from major funding sources, or failed to adequately explain why the proposing organization is unable to submit such reports;
- Proposer failed to satisfactorily meet all its outcomes and performance measures in contracts between its agency and funders as documented in site visit monitoring report(s) or in non-compliance notification(s) from the funding source;
- If Proposer was required to submit a corrective action plan to a funder based on audit findings, site visit findings, or contract non-compliance issues, but they failed to do so in a timely manner, or failed to successfully implement the corrective action plan, and/or failed to identify relevant contract or funding source.
- Proposer had a significant contract non-compliance issue that resulted in its contract being prematurely terminated by a funder, failed to adequately address the problems, and/or failed to identify the contract or funding source.
- Proposer failed to provide an acceptable explanation for any finding(s) or concern(s) from the County's due diligence review, where applicable.

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

Proposer describes its approach to providing the program(s)/service(s) detailed in Section 3.0, Scope of Services, of this Solicitation in sufficient detail and includes all required information:

- Proposed services are well planned and detailed and address all applicable requirements stated in Section 3.0, SCOPE OF SERVICES per service component that funding is being requested for; the nature and scope of services to be provided were fully described; the organizational structure is appropriate for effective delivery of the proposed service(s); and the organization's plan for addressing conflict of interest is explained in detail as required **[10 points]**.
- Sufficient detail was provided to describe the proposed project's goals, objectives, timelines, and expected outcomes **[10 points]**.
- Proposing organization's mechanism for reviewing the quality of services, to detect deficiencies in service delivery, and to ensure remedies to identified service delivery problems is clearly described **[5 points]**.

4. Accessibility (15 points):

- Proposing organization's ability to plan and coordinate the logistics of Partnership activities (i.e., secure, convenient and appropriate meeting facilities) is clear and well-described **[5 points, if applicable to proposed components of service]**.
- Proposing organization's ability to ensure that people living with HIV/AIDS play an active role in the decision-making process of the Partnership is documented **[5 points, if applicable to proposed components of service]**.
- Proposing organization's provisions for participants with special needs (i.e. disabilities, language barriers, cultural barriers, and transportation barriers, etc.) is clearly described **[5 points, or 15 points if first two criteria under "Accessibility" are not applicable]**.

5. Administration, Cost, Budget, & Financial Capacity (20 points):

Proposer submits a complete, accurate, reasonable, cost effective, and well-justified line item budget form and includes a brief narrative justification (description) of each line item and how the Proposer will be able to implement the proposed services on a reimbursement basis and provided relevant third-party supporting documentation (unaudited financial statements, bank statements, line of credit) to support its financial capabilities to undertake the activities described in its Program Plan.

- Line-item budget is complete, well-documented, reasonable, follows the specified format, and is clearly justified - all direct and indirect/administrative costs are clearly identified and relate directly to the scope of work to be provided; and the indirect/administrative costs do not exceed 10% of the total amount requested per service category **[5 points]**.
- Proposer's costs are deemed cost-effective **[5 points]**.
- Proposer's financial capability to undertake the proposed scope of work on a reimbursement basis of actual costs is described in sufficient detail – OR – in the case of a non-Federal entity, proposer adequately describes or demonstrates its organizational capabilities to comply with related Federal requirements, as stated in 45 CFR 75.305 of the Uniform Guidance, if the proposing organization plans to request "pay in advance" **[5 points]**.
- Proposer's ability to access/solicit donations or other in-kind contribution for CQM or planning council activities (e.g., meeting sites at no cost, training resources at little to no cost, etc.) is clearly detailed **[5 points]**.

6. Qualifications and Reflectiveness (10 points)

- Proposer's documented ability to manage and provide the proposed services is clear, concise, and appropriate **[5 points]**.
- Proposer's Board of Directors and/or staff providing services under the services detailed in this Solicitation are reflective of the community or target population to be served (e.g., representative of the local HIV epidemic, etc.) **[5 points]**.

7. Compliance with RFP/Solicitation Requirements (5 points):

- Proposal's inclusion of all required elements without significant omissions or inconsistencies, following of the required format, and responsiveness to all questions which have been posed **[5 points]**.

5.3 Oral Presentations

Upon evaluation of the evaluation criteria indicated above, along with the rating and ranking processes, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), if conducted, the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

5.4 Selection Factor

Not applicable.

5.5 Local Certified Veteran Business Enterprise Preference

Not applicable.

5.6 Local Preference

Not applicable.

5.7 Evaluation of Proposer’s Budget

After the evaluation of the proposal and, if required, the oral presentation(s), the County will evaluate the proposed budget submitted in response to this RFP of those Proposers remaining in consideration.

The Proposer’s budget will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer’s understanding of the County’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The budget evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

5.8 Negotiations

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

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or County Mayor’s designee with its recommendation(s). The County Mayor or County Mayor’s designee will determine with which Proposer(s) the County shall negotiate, if any. The County Mayor or County Mayor’s designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple

Proposers, and/or may request best and final offers. In any event, the County may engage in negotiations with a single or multiple Proposers; and the discussions may include price and conditions related to price.

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

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Code of Miami-Dade County as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)
- b) Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three (3) years.

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

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

5.9 Contract Award

Any contract resulting from this Solicitation will be submitted to the County Mayor or County Mayor's designee for approval. All Proposers will be notified in writing when the County Mayor or County Mayor's designee makes an award recommendation to the Miami-Dade Board of County Commissioners for final approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

5.10 Rights of Informal Appeal

This section describes the informal appeals procedure for this RFP Solicitation. The basis of any appeal for these grants is limited to failure on the part of the County to follow the process outlined in the RFP document. Disagreements with the terms of this RFP shall not form the basis of an appeal. Neither shall a disagreement with the scoring and evaluation of a proposal form the basis of appeal, unless the Appellant alleges and demonstrates that the scoring and evaluation failed to follow the process outlined in this RFP.

A written intent to file an informal appeal shall be filed with the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV and emailed to the RFP Contracting Officer Daniel T. Wall at Daniel.Wall@miamidade.gov within two (2) County workdays of the filing of the County Mayor's recommendation. The County Mayor's recommendation to award will be e-mailed to all applicants to RFP No. RW-QMSS-0320. This two (2) day period (excluding weekends and holidays) begins on the County workday after the filing of the County Mayor's recommendation. Such written intent to file an informal protest shall state the particular ground on which it is based.

The protestor shall then file all pertinent documents and supporting evidence with the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV and email a copy to RFP Contracting Officer Daniel T. Wall within two (2) County workdays after the last date to file the written intent of informal appeal. A decision regarding the validity of the informal appeal will be made within two (2) County workdays (excluding weekends and holidays) of the last day to file pertinent documents and supporting evidence by a three (3) member Informal Appeals Panel appointed by the issuing department. This two (2) day period begins on the County workday after the last date to file pertinent documents and supporting evidence. Appellants shall have the right to appear at a publicly noticed meeting of the Informal Appeals Panel and will be provided the opportunity to make an oral presentation and answer questions from the Informal Appeals Panel. The Informal Appeals Panel may limit the time of the Appellants' oral presentation but the Appellants shall have at least five (5) minutes to make an oral presentation to the Informal Appeal Panel. The County may, at its sole discretion, extend the time periods set forth in this Section.

6.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

6.1 Specific Terms and Conditions

A copy of the draft agreement (i.e., contract) in its substantially complete form is attached as **Appendix H**. The terms and conditions summarized below in Sections 6.2 through 6.10 are of special note and can be found in their entirety in the corresponding agreement document.

6.2 Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County. In the event the Miami-Dade County Vendor Application is not properly completed within the specified time, the County may award the contract to the next ranked proposer. A copy of the on-line Vendor Registration instructions is included as **Appendix E** to this Solicitation for informational purposes only.

Please note that it is not necessary to submit a vendor application or complete the vendor affidavits prior to submitting the application for this Solicitation. These documents will only be necessary if the proposing organization is awarded funding under this competitive solicitation process.

6.3 Insurance Requirements

The successful Proposer shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.4 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 successful Proposer, if applicable.

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

6.5 User Access Program

Not applicable.

6.6 Contract Term and Renewals

The contract period for awards under this Solicitation will be for an initial one-year period with up to five, one-year options to renew, based on contract performance, availability of funds, and at the discretion of the County.

6.7 Contracting Process

The successful Proposer(s) will be required to submit all documents deemed necessary at the County's sole discretion for contract development (i.e., revised budget, scope of work, vendor application, affidavits, resolution from organization's Board of Directors accepting the contract award, and Certificate of Insurance) at the time contract is submitted for final County execution.

6.8 Rules, Regulations, and Licensing Requirements

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, 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 program for which proposer submitted an application, including but not limited to Chapter 11A of the Code of Miami-Dade County, Executive Order No. 11246 entitled "Equal 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.

No individual or entity who is in arrears in any payment under a contract, promissory note or other loan document with the county, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a corporation, partnership or joint venture in which the individual has a controlling financial interest as defined in 2-11.1(b) (8) of the Code of Miami-Dade County shall be allowed to receive any additional county contracts, purchase orders or extensions of county contracts until either the arrearage has been paid in full, or the County has agreed in writing to a repayment schedule.

6.9 Meeting Obligations through Fraud (Section 2-8.4.1 of the Code of Miami-Dade County)

If, for any reason, the Proposer should attempt to meet its obligations under the awarded agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the agreement by giving written notice to the provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years.

6.10 Subcontractors

If this agreement involves the expenditure of \$100,000.00 or more by the County and the Proposer intends to use subcontractors to provide the services or suppliers to supply the materials, the Proposer shall provide the names of the subcontractors and suppliers as a condition of award. Proposer agrees that it will not change or substitute subcontractors or suppliers from those listed without prior written approval of the County. See Appendices M and N of this RFP Solicitation.

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7.0 APPENDICES

APPENDICES LOCATED IN THIS SOLICITATION DOCUMENT:

Location	Item
Appendix A, pg. 1	APPLICATION COVER SHEET
Appendix A, pg. 2	PROPOSAL SUBMISSION CHECKLIST
Section 4.16 of RFP	PROPOSAL NARRATIVE RESPONSE ITEMS
Appendix B.1	BUDGET FORM
Appendix B.2	BUDGET FORM INSTRUCTIONS
Appendix B.3	BUDGET JUSTIFICATION INSTRUCTIONS
Appendix C	LABEL (to be taped on outside of application package)
Appendix D	COUNTY VENDOR AFFIDAVITS AND REQUIREMENTS
Appendix E	ON-LINE VENDOR REGISTRATION INSTRUCTIONS <i>(NOTE: The Vendor Registration instructions are provided for the information of prospective Proposers only and does not have to be completed at this time or submitted as part of the proposal.)</i>
Appendix F	MIAMI-DADE COUNTY COLLUSION AFFIDAVIT
Appendix G	DUE DILIGENCE CHECKLIST <i>(for reference only; do not complete and submit)</i>
Appendix H	DRAFT FORM AGREEMENT (SAMPLE CONTRACT) <i>(for reference only; do not complete and submit)</i>
Appendix I	ACKNOWLEDGMENT OF ADDENDUM/A
Appendix J	AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION
Appendix K	CONTRACTOR DUE DILIGENCE AFFIDAVIT
Appendix L	PUBLIC ENTITY CRIME AFFIDAVIT
Appendix M	FAIR SUBCONTRACTING POLICIES
Appendix N	SUBCONTRACTOR/SUPPLIER LISTING

8.0 APPLICATION CHECKLIST FOR FULLY COMPLETED APPLICATION AND PRESCRIBED ORDER

Full Legal Name of Proposing Organization: _____

ATTACHMENTS THAT MUST BE INCLUDED IN RFP APPLICATION SUBMISSION FOR THIS SOLICITATION:

✓ if included with RFP application submission	REQUIRED ATTACHMENTS
	ATTACHMENT 1.1 – Application Cover Sheet
	ATTACHMENT 1.2 – Proposal Submission Checklist
	ATTACHMENT 2 – Section 8.0 – Application Checklist
	ATTACHMENT 3 – Corporate Tax Status proof
	ATTACHMENT 4 – Organizational Chart
	ATTACHMENT 5 – Certified Audit and/or Financial Statements
	ATTACHMENT 6 – Proposer’s Grievance Procedures
	ATTACHMENT 7 – Board of Directors List, with race, ethnicity & age breakdown
	ATTACHMENT 8 – Licensure or accreditation documentation, where applicable
	ATTACHMENT 9 – Resumes and job descriptions for key staff
	ATTACHMENT 10 – Work Plan
	ATTACHMENT 11 – Budget Form(s)
	ATTACHMENT 12 – Budget Narrative(s)
	ATTACHMENT 13 – Collusion Affidavit
	ATTACHMENT 14 – Fair Subcontracting Policies & Affidavits
	ATTACHMENT 15 – Subcontractor/Supplier Listing
	ATTACHMENT 16 – Acknowledgment – Receipt of Addendum/a
	ATTACHMENT 17 – Contractor Due Diligence Affidavit
	ATTACHMENT 18 – Public Entity Crime Affidavit
	ATTACHMENT 19 – Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation
	ATTACHMENT 20 – County Vendor Affidavits



Appendix A

**Application Cover Sheet
and
Proposal Submission Checklist**

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**



RFP No. RW-QMSS-0320

**COVER SHEET AND
PROPOSAL SUBMISSION CHECKLIST**

(Complete one Cover Sheet for the Entire Application Proposal Package.)

Certification of eligibility to apply to Miami-Dade County for funding the following:

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM (PART A / MAI)
AND/OR
STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP (PART A ONLY)**

Full Legal Name of Proposing Organization:	
Federal Tax ID Number:	
Street Address: (Street, City, State, Zip)	
Mailing Address (if different): (Street, City, State, Zip)	
Agency Phone:	
Agency Fax:	
Official Applicant Contact Person:	
Email address:	
Service Category (list Part A separate from MAI)	Amount Requested



Appendix B

**Budget
Form & Instructions**

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**

LINE ITEM BUDGET FORM

Organization	Budget Period
	3/1/2020 - 2/28/2021

Service Category

Object Class Categories	Part A Direct Service Costs	Ryan White Part A Indirect / Admin. Costs*	Other Part A / MAI Funds	All Other Federal Funds	City and/or State	General Oper./ Private	Total Agency Cost For Budget Period	Adjusted Salary Cap **	Percent to be Charged to Part A Cap*, where applicable)
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Object Class Categories	Part A Direct Service Costs	Ryan White Part A Indirect / Admin. Costs*	Other Part A / MAI Funds	All Other Federal Funds	City and/or State	General Oper./ Private	Total Agency Cost For Budget Period	Adjusted Salary Cap **	Percent to be Charged to Part A Cap*, where applicable)
COSTS:									
Personnel									
1. Position							\$0		
Fringes							\$0		
2. Position							\$0		
Fringes							\$0		
3. Position							\$0		
Fringes							\$0		
4. Position							\$0		
Fringes							\$0		
5. Position							\$0		
Fringes							\$0		
6. Position							\$0		
Fringes							\$0		
Travel: Mileage (local)							\$0		
Travel: Parking & Tolls (local)							\$0		
Supplies							\$0		
Equipment							\$0		
Contractual							\$0		
Other Direct Costs:							\$0		
Other Direct Costs:							\$0		
Other Direct Costs:							\$0		
Other Direct Costs:							\$0		
Other Indirect/Admin. Costs:							\$0		
Other Indirect/Admin. Costs:							\$0		
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL AMOUNT REQUESTED							\$0		

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

** In accordance with the Consolidated Appropriations Act, 2019 (P.L. 116-6), the limitation on charging salaries to DHH/HRSA grant funds is \$192,300 (Executive Level II salary cap effective January 1, 2019); and the allowable percent to be charged is proportionate to the time and effort dedicated to services provided under this budget. This reference and salary cap are subject to change with the new Consolidated Appropriations Act of 2020.

LINE ITEM BUDGET FORM

Organization
Service Category
Budget Period

3/1/2020 - 2/28/2021

Object Class Categories	MAI Direct Service Costs	Ryan White MAI Indirect / Admin. Costs*	Other MAI Funds	All Other Federal Funds	City and/or State	General Oper./ Private	Total Agency Cost For Budget Period	Adjusted Salary Cap **	Percent to be Charged to MAI Cap*, where applicable)
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Object Class Categories	MAI Direct Service Costs	Ryan White MAI Indirect / Admin. Costs*	Other MAI Funds	All Other Federal Funds	City and/or State	General Oper./ Private	Total Agency Cost For Budget Period	Adjusted Salary Cap **	Percent to be Charged to MAI Cap*, where applicable)
COSTS:									
Personnel									
1. Position							\$0		
Fringes							\$0		
2. Position							\$0		
Fringes							\$0		
3. Position							\$0		
Fringes							\$0		
4. Position							\$0		
Fringes							\$0		
5. Position							\$0		
Fringes							\$0		
6. Position							\$0		
Fringes							\$0		
Travel: Mileage (local)							\$0		
Travel: Parking & Tolls (local)							\$0		
Supplies							\$0		
Equipment							\$0		
Contractual							\$0		
Other Direct Costs:							\$0		
Other Direct Costs:							\$0		
Other Direct Costs:							\$0		
Other Direct Costs:							\$0		
Other Indirect/Admin. Costs:							\$0		
Other Indirect/Admin. Costs:							\$0		
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL AMOUNT REQUESTED							\$0		

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

** In accordance with the Consolidated Appropriations Act, 2019 (P.L. 116-6), the limitation on charging salaries to DHHS/HRSA grant funds is \$192,300 (Executive Level II salary cap effective January 1, 2019); and the allowable percent to be charged is proportionate to the time and effort dedicated to services provided under this budget. This reference and salary cap are subject to change with the new Consolidated Appropriations Act of 2020.

**Instructions for Completing
Line Item Budget Form**

NOTE: Proposers MUST use the Line Item Budget Form provided; a separate form for each service category as well as Part A and MAI. Projected costs must be allowable, reasonable, and allocable as per Subpart E, Cost Principles, of the federal Uniform Guidance. See 45 CFR Part 75 for Health and Human Services programs (<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>).

1. In the box titled “**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 organization will provide with funding under the Ryan White Part A (or MAI) Program.
3. In the box titled “**Budget Period**,” please indicate the time period as **March 1, 2020 through February 28, 2021**, the time during which the organization will allocate funds to provide the service identified in Item #2 above for the initial year if awarded funding.
4. In the spaces provided under the column labeled “**Object Class Categories**,” **first**, list all direct service personnel and fringe benefits for each proposed position. **Next**, list all indirect/administrative personnel and their fringe benefits. For all staff listed, indicate their position title, first initial (at a minimum), last name, and the percent at which the fringe benefits are calculated. **NOTE: Each staff person must be listed separately. Do not combine salary and fringe benefits costs for staff under similar positions.** Then, in the following order, list travel for direct service personnel, direct service supplies, direct service equipment, contractual direct services, and any other direct costs (please see below for more information regarding allowable direct costs).
5. In the column labeled “**Part A (or MAI) Direct Service Costs**,” please indicate the projected amount for each line item to be requested under Part A (or MAI) as a direct cost for this service category only.
6. In the column labeled “**Part A (or MAI) Indirect/Admin. Costs**,” **please indicate the projected amount of indirect/overhead/administrative costs to be requested under 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 the combined costs under the column labeled “Part A (or MAI) Indirect/Admin. Costs” cannot exceed 10% of the total amount requested per service category. For example, if the total amount of funds being requested is \$10,000, then the combined total for the “Part A Indirect/Admin. Costs” column may not exceed \$1,000 (i.e., 10% of the \$10,000 award). **Due to Federal requirements, a detailed breakdown of individual indirect/administrative expenses is required; except for agencies with a Federally-approved indirect cost rate, in which case a copy of the most current “Federal Indirect Cost Rate Agreement” (FICRA) must be included as part of the organization’s submission. The 10% indirect/administrative cap also applies to those organizations that have a Federally-approved indirect cost rate. Subrecipients with a FICRA cannot separate out (i.e., list separately) any line item that is already included in the approved indirect cost rate agreement.**
7. In the columns to the right labeled “**Other Funding**,” indicate all other funding sources [i.e., Other Ryan White Part A or Minority AIDS Initiative (MAI), Ryan White Part B, HOPWA, local County funding, State funding, other Federal funding, fees, contributions, general operating/private funds, etc.] which are expected to support the proposed budgeted line items, where appropriate. Where the time periods overlap, if any line item under any other Part-A (or MAI) funded service category (i.e., same line item on other Part A or MAI budgets) is also listed under this budget, 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 three columns, for each service category, the proposing organization must indicate the projected total cost, adjusted salary cap if applicable, and projected percentage to be charged to the Ryan White Program (Part A or MAI) per budget. Note the following:
- a. **First**, indicate the **“Total Agency Cost for Budget Period”** (i.e., this is the total projected cost to the proposing organization for each line item for the budget period indicated). This should not be a guesstimate, but should be based on real, historical costs, and factor in any potential adjustments or increases for the proposed grant fiscal year. If the same line item appears on multiple budget forms in this RFP application be sure that the “Total Agency Cost for Budget Period” is consistent across all budgets and is reflective of the budget period indicated in Item #3 above.
 - b. **Second**, where applicable, indicate the **“Adjusted Salary Cap”**; otherwise leave the cell shaded. [NOTE: In accordance with the Consolidated Appropriations Act, 2019 (P.L. 116-6), the limitation on charging salaries (i.e., the salary cap) to DHHS/HRSA grant funds is \$192,300, effective January 1, 2019. This amount is subject to change annually with each new Consolidated Appropriations Act. The allowable percent to be charged to the Ryan White Program is proportionate to the time and effort dedicated to services provided under this budget, and is based on the Total Agency Cost for Budget Period unless an Adjusted Salary Cap is indicated.]
 - c. **Third**, calculate and insert the **“Percent Charged to Part A (or MAI)”** (of the Total Agency Cost for Budget Period or the Adjusted Salary Cap, if applicable). This must be done for each line item that would be charged to Ryan White Part A (or MAI).
 - i. For each direct service line item, the percent charged to Part A (or MAI), for each service category, equals the amount listed as a **“Part A (or MAI) Service Cost”** divided by the amount identified as the **“Total Agency Cost for Budget Period”** or the **“Adjusted Salary Cap”**, if applicable.
 - ii. Similarly, for each indirect/administrative line item, the percent charged to Part A (or MAI), for each service category, equals the amount listed as a **“Part A Indirect/Admin. Costs”** divided by the amount identified as the **“Total Agency Cost for Budget Period”** or the **“Adjusted Salary Cap”**, if applicable.
 - iii. If a line item has both a Part A (or MAI) direct and indirect/administrative allocation (that is not already included in a FICRA), add these amounts together then divide them by the total proposed cost to your organization, or the adjusted salary cap, if applicable, to get the total percent proposed to be charged to Part A (or MAI) for each line item budget.
9. Indicate the Subtotal for each column in the appropriate space(s) provided.
10. Indicate the Total Amount Requested from Part A (or MAI) under this service category only in the space provided (i.e., the sum of “Part A Direct Service Costs” and “Part A Indirect/Admin. Costs” columns). This amount MUST match the amount per service category indicated on the Application Cover Sheet in Appendix A.

13

Organization		Service Category				Budget Period			
1		2				3			
Object Class Categories	Ryan White		Other Funding			General Oper./ Private	Total Agency Cost For Budget Period	Adjusted Salary Cap**	Percent Charged to Part A (of "Adjusted Salary Cap", where applicable)
	Part A Direct Service Costs	Part A Indirect/Admin. Costs*	Other Part A / MAI Funds	CDC funds	All Other Federal Funds				
DIRECT 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 Indirect Costs:									
Other Indirect Costs:									
Other Indirect Costs:									
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AWARD	\$0	\$0							
*Total not to exceed 10% of Total Award									

4

5

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12

**Ryan White Part A/MAI Program
Preparation of a Line Item Budget**

STEP 1: ORGANIZATION

- Provide the organization's full legal name.

STEP 2: SERVICE CATEGORY

- Include the complete name of the service category as defined by the Miami-Dade HIV/AIDS Partnership and included in the corresponding Miami-Dade County Ryan White Part A/MAI Program Service Delivery Guidelines.
- Use only one budget form (multiple pages, if necessary) per service category.
- Separate budgets are required for Part A and MAI.
 - ✓ For example, for one budget for Clinical Quality Management for the Ryan White Program (Part A), one for Clinical Quality Management for the Ryan White Program (MAI), and one for Staff Support Services for the Miami-Dade HIV/AIDS Partnership (Part A)

STEP 3: BUDGET PERIOD

- The budget period will be for the entire 12 months of the corresponding fiscal year.
 - ✓ CAUTION: This time period drives the entire budget.
 - ✓ This time period is based on the Total Award without expectations of additional funds being available through the reallocations (Sweeps) process.
 - Example, fully budget 5 positions for 12 months as opposed to budgeting 10 positions for 6 months each.

STEP 4: DIRECT AND INDIRECT LINE ITEM COSTS**A. DIRECT VS. INDIRECT**

- **First**, list all direct service personnel and fringe benefits for each proposed position.
- **Next**, list all indirect/administrative personnel and their fringe benefits.

- **Then**, in the following order, list travel for direct service personnel, direct service supplies, direct service equipment, contractual direct services, and any other direct costs (please see below for more information regarding allowable direct costs).
- **Finally**, list direct cost line items which include those expenses that are required for the provision of direct program services.
- Indirect cost line items are those expenses that are administrative in nature (e.g., overhead).
- See “Instructions for Preparing a Budget Justification” in Section IV for information related to local Ryan White Program allowable Direct and Indirect/Administrative Costs.
- **CAUTION:** Few service categories have allowable travel, supply, telephone, and rent costs as a direct cost. Please work with your Contracts Officer, or the RFP Contracting Officer, on a case-by-case basis if your organization has concerns about where to place a particular line item on the budget (i.e., direct vs. indirect).
- **Only include line items that are being charged to the Part A/MAI Program.**

B. PERSONNEL

- Identify personnel to be covered by Part A per service category.
- Identify the staff person’s annual salary and fringe benefits and prorate those amounts based on the established budget period (March through February).
 - ✓ Include position title on the first line.
 - ✓ Include the staff person’s first initial and last name on the second line.
 - ✓ For confidentiality reasons, do not include names of Peer Educators. Simply type the individual’s initials on the line below the position title.
 - ✓ Budget period for individual staff person may differ from the overall budget period for service category.
- Use a range of dates in parentheses (e.g., 3/1/2020 – 5/31/2020) to identify the time period that the staff person will be covered by Part A or MAI if the time period is less than the budget period identified in Step 3 (e.g., 3/1/2020 – 2/28/2021).

- List salary and fringe benefits separately. Indicate the percentage at which each position's fringe benefits package is calculated (e.g., 20%).
- The percentage of salary to be covered by Part A may not exceed the level of effort each staff person contributes to the Part A Program.
 - ✓ For example, if a full-time staff member spends 50% of their time providing direct service to the Part A Program, 15% of their time to administrative duties, and 35% of their time to another program, your organization may charge up to 50% of that person's salary and fringe benefits to Part A as a direct cost, and up to 15% of the salary as an indirect/administrative cost. All other costs must be covered by another funding source.
 - ✓ Each staff person's Time and Effort must be tracked and used to support year-end reporting of actual expenditures as per applicable federal OMB Uniform Guidance guidelines.
- Salaries and fringe benefits for personnel not providing direct service to clients must be listed as Part A Indirect/Administrative Costs.

C. TRAVEL

- Include costs associated with mileage expenses (local only) incurred by the agency's direct service staff only, to conduct home and other site visits, as well as to accompany eligible Ryan White Part A/MAI clients to initial medical and social service appointments.
- Tolls and parking may be included as a separate line item.
- Travel outside of Miami-Dade County is not covered.
- Gas is not covered as a separate cost.
- Providers will be reimbursed at the current U.S. GSA POV mileage rate. Currently, the U.S. GSA Privately Owned Vehicle (POV) rate is \$0.58 per mile as of January 1, 2019, and is subject to change. Annual changes are anticipated. The County will change whenever this federal rate changes and will notify providers of such changes. When changes occur, providers are responsible for updating agency rates in their approved line item budgets, as applicable.

D. SUPPLIES

- Include the cost of program supplies. Note: supplies charged 100% to the Ryan White Program must be stored and tracked separately.

E. EQUIPMENT

- Include costs associated with the purchase or lease of equipment (e.g., fax machine, copier, etc.).
- NOTE: Purchases greater than \$1,000 per item become property of the County and the Part A/MAI Program.
- Inventory must be tracked annually for purchases of items greater than \$1,000 per item.
 - Prior authorization is required from the County for purchases of \$1,000 or more per item.
- 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.

F. CONTRACTUAL

- Include contracted services related to Part A service category program.
- CAUTION: Contractual agreements (i.e., subcontracts) MUST receive prior consent from the Miami-Dade County Office of Management and Budget-Grants Coordination.
- Must include reference to payment structure (e.g., # of hours and rate of pay), HIPAA, client confidentiality, adherence to prime contract requirements between the County and direct agency contract, term of the agreement, termination clause, reference to renewal process, etc. Contact the Office of Management and Budget-Grants Coordination for guidance on language to be included in a subcontract agreement.

G. OTHER DIRECT COSTS

- Must be related to direct services provided to Part A or MAI Program.
- List each additional direct cost separately.

H. OTHER INDIRECT/ADMINISTRATIVE COSTS

- Include any other expense not related to the provision of direct services to Part A or MAI. These expenses generally include administrative staff, rent, utilities, general use office supplies, audit, bookkeeper, general use telephones, etc.).

- Total sum of the indirect/administrative costs may not exceed a 10% maximum of the Total Amount Requested, or the Total Award.

STEP 5: TOTAL AGENCY COST FOR BUDGET PERIOD

- Determine realistic estimates for the Total Agency Cost for the Budget Period for each line item identified in Step 4. This should be based on a review of prior year actual expenses.
- Start with annual, 12-month totals.
- Prorate, as needed, for a line item budget period that is less than 12 months.
 - Expenditures must be prorated to agree with the budget period.
 - Prorate = To divide, distribute, or assess (costs) proportionately. Or, for example, adjusting an annual total cost by 12 (i.e., 12 months in the year), then multiplying that number by 5, in order to find what the prorated Total Cost would be for 5 months. ($\$12,000 / 12 = \$1,000 \times 5 = \$5,000$) **or** (12-month salary prorated to 7 months if budget period for an individual staff or item only covers 7 months; $\$15,000 \text{ annual} / 12 \text{ months} = \$1,250 \text{ prorated monthly, } \$1,250 \times 7 \text{ months} = \$8,750 \text{ prorated total}$).
 - If your agency has a vacancy and does not expect for the position to be filled until a few months after the contract start date, then prorate the total salary properly for the number of months that person is expected to be employed within the 12-month budget period. For example, if the person will start on May 1st and will have an annual salary of \$60,000, prorate the salary for 10 months (5/1/13 through 2/28/14) as follows: $\$60,000 \div 12 = \$5,000 \times 10 = \$50,000$.
 - This is especially important when showing contributions from other budgets, including MAI, where there is an overlap.
- It is recommended that each organization maintain documentation as to how each total cost was determined.
 - ✓ For example, to determine the Total Cost for telephones, look at telephone bills for the lines being charged to Part A from several months of the last contract period or last year's final expenditures, if available. Determine an average monthly cost. Then multiply that cost times the number of months in your new budget period.
- Take into consideration cost of living increases and merit increases if applicable, for staff salaries and fringe benefits.

- Arbitrary guesses are not realistic and will become problematic when completing your organization's Final Line Item Expenditure Report (FLIER) at the end of the grant period.

STEP 6: TOTAL AWARD (or TOTAL AMOUNT REQUESTED)

- The Total Amount Requested must agree with the total of Direct Service Costs column plus the total of the Indirect / Administrative Costs column for program-allowable line items only.

OR

The amount of the Total Award must agree with the amount approved by the Miami-Dade County Board of County Commissioners and disseminated through written notification from the Office of Management and Budget-Grants Coordination through an official award letter.

- The Total Award (or Total Amount Requested) is the sum of all Part A Service Costs and all Part A Indirect/Administrative Costs for each service category.
- This amount is subject to change through the Reallocations (Sweeps) process.

STEP 7: PART A (or MAI) INDIRECT/ADMINISTRATIVE COSTS TOTAL

- The amounts indicated in this column for allowable costs when added together may not exceed 10% of the total award identified in Step 6 above.

STEP 8: PART A (or MAI) DIRECT SERVICE COSTS TOTAL

- The total for the Part A (or MAI) Service Costs column equals the Total Award minus the total for the Part A Indirect/Administrative Costs column; or the total of all direct service line item costs in the "Part A Direct Service Costs" column.
 - ✓ For example, if the Total Award is \$100,000 and the Part A Administrative Costs Total is \$10,000, then \$90,000 must be allocated to Part A direct service expenses.
- Only expenses directly related to the provision of direct services to Part A (or MAI) clients may be included in this column.

STEP 9: OTHER FUNDING

- Identify all other funding sources that contribute to each line item listed on the budget form. These other funding sources can be combined, using logical groupings (federal, state, local), but must be specifically referenced in the budget narrative.

- List all funding contributions for each line item to accurately reflect the total cost for each expense during the budget period.
- Include contributions from other Part A/MAI service category budgets that have similar line items with overlapping budget periods. These Other Part A/MAI contributions can be combined in one column or listed separately if the column header clearly identifies the source.
- List each other funding source under a separate column heading unless otherwise directed by the Miami-Dade County Office of Management and Budget-Grants Coordination.

STEP 10: CONSOLIDATED APPROPRIATIONS ACT SALARY CAP

- Indicate the adjusted salary cap, if necessary, for any staff persons whose 12-month salary exceeds the salary cap. In accordance with the Consolidated Appropriations Act of 2019 (P.L. 116-6), the limitation on charging salaries to HHS Grant Funds is \$192,300; and the allowable percent to be charged is proportionate to the time dedicated to services under the budget. **Note:** This cap is subject to change annually.
- Fringe benefits (FB) are calculated based on the FB rate times the salary cap amount. For example, if a position has a 20% fringe benefits rate, then for the salary cap of \$192,300 in Step 10, the corresponding FB rate would be \$38,460 (\$192,300 X 20% = \$38,460).
- The Percent Charged to Part A in Step 11 below will be based on this salary cap.

STEP 11: PERCENT CHARGED TO PART A (or MAI)

- The Percent Charged to Part A is a planned number that should be driven by the agency's cost allocation, the planned level of effort of direct service staff's time to be dedicated to clients, or the planned level of effort of administrative staff's time to be spent providing services to the program. These planned numbers must be properly documented as support or apportioning of salaries and wages (e.g., time and effort reporting) and reconciled regularly. Actual dollar amounts and percentages charged to the program must be reported in the Final Line Item Expenditure Report, and the supporting documentation is subject to audit.

- **Calculation per line item:**

- ✓ **For salaries that are less than or equal to the Consolidated Appropriations Salary Cap or for non-personnel amounts:**

[(Part A Direct Service Cost + Part A Indirect/Administrative Cost)
/ Total Agency Cost for Budget Period]

✓ **For salaries that are greater than the Consolidation Appropriations Salary Cap:**

[(Part A Direct Service Cost + Part A Indirect/Administrative Cost) / Adjusted Salary Cap (i.e., \$192,300)]

- For example, for a Program Director whose total salary for the 12-month period is \$200,000 and expects to dedicate 50% of their time to Ryan White Part A Program clients, in the "Total Agency Cost for Budget Period" column type \$200,000, in the "Adjusted Salary Cap" column type \$192,300, and in the "Direct Service Costs" column for this staff position, the maximum amount that can be typed in (charged to the program) is \$96,150 (or 50% of the \$192,300 adjusted salary cap).
- ✓ Round amounts to the nearest whole number.
- ✓ If an adjusted salary cap is indicated, then use the adjusted salary cap and corresponding fringe benefits instead of the Total Agency Cost to calculate the percent to be charged to Part A.
- The Percent Charged to Part A, in most cases, is limited to the percentage of Part A clients as a portion of your organization's total client population, as detailed in the narrative budget justification.
 - ✓ For example, if Part A clients who are receiving medical case management services make up 20% of your organization's total client population, then up to 20% of the expense for the agency's utility costs could be charged to Part A as an indirect/administrative cost under the medical case management budget, unless otherwise justified.
- However, the Percent Charged to Part A for staff salaries and fringe benefits is limited to the staff person's level of effort provided to Part A clients (for direct services) or to the Part A Program (for indirect/administrative related work).
 - ✓ For example, if a full-time researcher is scheduled to dedicate 50% of their time to providing services to the Part A Program, up to 50% of their salary and fringe benefits could be charged to the Ryan White Part A Program as a direct cost. However, this must be tracked through Support or Apportioning of Salary and Wages (i.e., time and effort reports), analyzed, and reconciled internally by your organization on a regular basis for reporting in the end of year Final Line Item Expenditure Report.
- The Percent Charged to Part A for some expenses (e.g., rent, telephones, and supplies) is based on usage.

APPENDIX B.4

- ✓ For example, the Percent Charged to Part A for telephones can be based on the number of lines dedicated to the Part A/MAI Program.
- ✓ The Percent Charged to Part A for general rent can be based on the square footage used by program staff, and is considered an indirect/administrative cost.
- **IMPORTANT:** The method used to assign costs **MUST** be used consistently across all funding sources in order to ensure that costs are distributed in a reasonable proportion to the benefit received.
- When in doubt, consult your organization's assigned Ryan White Contracts Officer, or the RFP Contracting Officer.

STEP 12: TOTALS

- Add up the amounts in each column to determine the remaining totals.

STEP 13: HEADER

- Please enter the Fiscal Year and the type of contract in the top right corner of the form:
 - ✓ For example, FY 2020-21 Part A/MAI New Contract Amendment #1.

NOTE: CHECK FOR ACCURACY!!

- **Verify that the detail provided is accurate.**
- **Check your math.**
- **If using an electronic version of the Line Item Budget Form, check that the formulas are correct in each calculated cell, AND THAT THE MATH IS CORRECT TO THE PENNY. Be careful to check for and correct any calculation or rounding errors.**
- **If you create your own form, or use a form from a previous year, it MUST be updated to look like and include all the column headers and information as presented on the County's current budget form.**
- **Budgets that do not conform to these instructions may be returned to your organization for correction and will be delayed.**



Appendix C

Label

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**



-- LABEL --

RFP No. RW-QMSS-0320

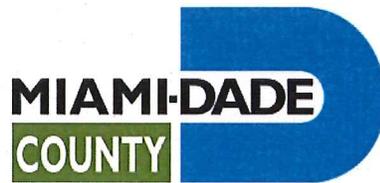
**CLINICAL QUALITY MANAGEMENT SERVICES FOR THE
RYAN WHITE PROGRAM (PART A / MAI)
AND/OR
STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP (PART A ONLY)**

PROPOSAL DUE DATE: _____

DELIVER PROPOSAL TO:
Daniel T. Wall,
Assistant Director, OMB & RFP Contracting Officer

MIAMI-DADE COUNTY
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER
111 NW 1ST STREET, 17TH FLOOR, SUITE 17-202 MIAMI,
FLORIDA 33128

FULL LEGAL NAME OF PROPOSING ORGANIZATION	
PROPOSING ORGANIZATION'S ADDRESS	
PROPOSING ORGANIZATION'S TELEPHONE NUMBER	



Appendix D

**County Vendor Affidavits
& Requirements**

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**



Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

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

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773

www.miamidade.gov/procurement

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

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

FEIN _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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

NAICS Code _____

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

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

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

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

City

State (U.S.A.)

Country

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

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

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

OTHER CORPORATIONS	% OF OWNERSHIP												

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

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

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

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

		NUMBER OF EMPLOYEES	
		<u>Males</u>	<u>Females</u>
	White		
	Black		
	Hispanic		
	Asian/Pacific Islander		
	Native American/Alaskan Native		
	Other		
Total Number of Employees			

Total Employees

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

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

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

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

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

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

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

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

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

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

- The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
- The Rehabilitation Act of 1973, 29 U.S.C. Section 794
- The Federal Transit Act, as amended, 49 U.S.C. Section 1612
- The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

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

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

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

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

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

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

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

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

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

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

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

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

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

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

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

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

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

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

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

AFFIRMATION

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

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

(Signature of Affiant)

(Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public –
State of: _____

State

County of

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

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

Type of Identification Produced _____

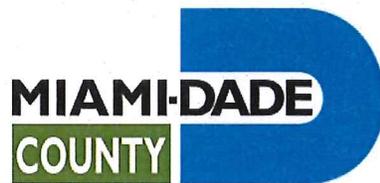
Signature of Notary Public

(Serial Number)

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal
(When applicable)



Appendix E

**On-line Instructions for
Vendor Registration
(included for informational purposes only)**

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**

CONTACT ISD

INTERNAL SERVICES DEPARTMENT



Home

Procurement

Small Business

Real Estate

Facilities & Fueling

People with Disabilities

Strategic Procurement

ONLINE SERVICES

TOPICS OF INTEREST

Architectural & Engineering

Bids & Proposals

Solicitations

County Contracts

Vendor Services

BidSync - Electronic Bidding Solution

How to do Business with the County

Online Vendor Registration

Vendor Insurance

Procurement Liaisons

Vendor Workshops

Vendor Payments

Legislative Policies

Public-Private Partnership

About Us

Contact Us

Last Visited »

Online Vendor Registration

- » [What is Vendor Registration?](#)
- » [Is my company registered?](#)
- » [Register Online](#)
- » [Incomplete Registration](#)
- » [Update Registration Record](#)

Vendor Services

Vendor Outreach & Support Section 305-375-5773

Email ISD-VSS@miamidade.gov

What is Vendor Registration?

Vendor Registration is the process used to avoid delays in the event a vendor is recommended for a contract award. Registered vendors also have their company name added to a computerized listing of vendors used by Miami-Dade County to obtain quotes for Goods and Services.

Instructions: Please Read Before Continuing

1. Go to the [Is My Company Registered](#) section to search if your company is already registered with Miami-Dade County.
2. If after searching you are unable to locate your company's profile, go to the Incomplete Registration section to verify if your company has an Incomplete Registration profile.
3. If you are unable to locate your company's profile or are certain that your company is not registered with Miami-Dade County, please click on the Register Online button to begin your registration.
4. If you are a returning registered vendor, go to the Returning Registered Vendor section to review and update your existing profile.

Back to Top

Select Language



Social Media Center

Mobile Application Center



Email Page



Search by using FEIN and/or Business

Back to Top

Register Online

Welcome to the Online Vendor Registration Site. In Order to enter into contract with Miami-Dade County a firm must be fully registered.

Note: Online vendor registration requires a valid e-mail address.

Please review the following list of required documents prior to completing your registration:

»

Miami-Dade County current Local Tax Receipt (for vendors physically located within Miami-Dade County)

- ✦ **Certificate of Incorporation** (if applicable)
- ✦ **W-9** (or applicable IRS form)
- ✦ **IRS letter 147C**, verifying your business name and FEIN or any other preprinted IRS form issued by the IRS identifying you
- ✦ **Final Summary pages must be notarized** and attached to the online vendor application (required to complete the approval of your application).
- ✦ **Miami-Dade County strongly recommends using a Federal Employer Identification Number (FEIN)** rather than a social security number for vendor registration purposes. If you do not have an FEIN number, you can obtain one from IRS.gov at no cost.
- ✦ **If you decide to use a social security number instead of an FEIN number**, it may be used for the purposes of verifying identity, maintaining vendor database, payment processing and/or tax reporting to government agencies. In accomplishing these purposes, *the number used to register with Miami-Dade County may be transmitted internally within the various departments and divisions of Miami-Dade County and externally to the Internal Revenue Service.* This statement concerning the purposes for collection of a social security number is provided pursuant to section 119.071(5)(a)2., F.S.

[Register Online](#)

[Back to Top](#)

Incomplete Registration

Check to see if you have an incomplete registration profile with Miami-Dade County. Please use the User ID that was sent via e-mail and the password that you have created.

If you do not have the User ID and/or password, please contact us at 305-375-5773 for assistance.

[Incomplete Registration](#)

[Back to Top](#)

Update Registration Record

Use the "Update Registration Record" option to review your company's vendor profile and make sure everything is accurate and up to date.

The following updates to your profile can be done online:

- ✦ Physical and mailing address
- ✦ Contact information
- ✦ Owner information
- ✦ Principal information
- ✦ Add new Commodity codes
- ✦ Delete a Commodity Code

[Update Registration Record](#)

If you desire to change your Remittance address, please contact the Finance Department at 305-375-5111.

- ✦ Business name change
- ✦ FEIN change
- ✦ Adding/removing DBA
- ✦ Merger
- ✦ Acquisition
- ✦ Sale of assets/bill of sales

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Page Last Edited: Wed May 15, 2019 11:49:10 AM





Appendix F

Collusion Affidavit

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**

COLLUSION AFFIDAVIT

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

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

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

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

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

OR

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

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

By: _____
Signature of Affiant

_____ 20 ____
Date

Printed Name of Affiant and Title

____/____/____-____/____/____/____/____/____/____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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 _____



Appendix G

**Ryan White Program
Due Diligence Checklist**

**(for reference only; do not complete
or submit at this time)**

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**

**MIAMI-DADE COUNTY RYAN WHITE PART A/MAI PROGRAM
DUE DILIGENCE CHECKLIST**

DATE: _____

AGENCY NAME: _____

FISCAL YEAR: _____ CONTRACT TYPE: _____

#	DUE DILIGENCE ITEM <i>(Attach proof of review)</i>	IS AGENCY COMPLIANT WITH THIS ITEM? (YES, NO, OR N/A)
1	MIAMI-DADE COUNTY OFFICE OF INSPECTOR GENERAL http://www.miamidadeig.org/search.html (At "CLICK HERE for our Search Engine", click on "CLICK HERE". Then, at "Search this Site," type in agency's full legal name in quotation marks, click "Submit", print confirmation of nothing found or whatever article is found)	
2	VENDOR REGISTRATION DOCUMENTS, AFFIDAVITS AND APPLICABLE LICENSES	See Required Document Checklist
3	INSURANCE AND/OR BONDS	See Required Document Checklist
4	SBD VIOLATIONS REPORT http://www.miamidade.gov/smallbusiness/library/reports/history-of-violations.pdf (At "Microsoft Office - Opening" prompt, click "OK". Link opens to the current "Violations Report" in PDF, print page 1 and the page the agency name would have been on alphabetically)	
5	FLORIDA CONVICTED VENDOR LIST http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list (print this "Convicted Vendor List" page as is, even if no Ryan White Program subrecipients are listed; do not use the search engine for this page; IF the subrecipient's name appears under "Vendor Name/Address" column, print the PDF document at the link under the "Convicted Vendor" column)	
6	CONTRACTOR DEBARMENT REPORT http://www.miamidade.gov/smallbusiness/library/reports/debarment.pdf [At "Microsoft Office – Opening" prompt, click "OK". Link opens to a PDF of the current "Debarred Contractors List". Print a copy of the list.]	
7	DELINQUENT CONTRACTORS http://w85iap.miamidade.gov/ARI/menu_1_0.do (Under "Standard Reports", Select Report: "Delinquent Contractors by Company", click "Submit", the click "Print" at the top of the page to get a copy of the report. If report shows "null" instead of agency name, go back to "Select Report" and select "Delinquent Contractors by Principal").	

**MIAMI-DADE COUNTY RYAN WHITE PART A/MAI PROGRAM
DUE DILIGENCE CHECKLIST**

#	DUE DILIGENCE ITEM (Attach proof of review)	IS AGENCY COMPLIANT WITH THIS ITEM? (YES, NO, OR N/A)
8	<p>GOAL DEFICIT MAKE-UP REPORT</p> <p>http://www.miamidade.gov/smallbusiness/library/reports/goal-deficit.pdf [At the "Microsoft Office – Opening" prompt, click "OK". Link opens to a PDF of the current, SBD "Goal Deficit Make-up Report". Print a copy of the report.]</p>	
9	<p>SUSPENDED CONTRACTORS (MIAMI-DADE COUNTY)</p> <p>http://egvsys.miamidade.gov:1608/wwwserv/ggvt/bnzawbcc.dia (Under "Contractor Information Search", select "Company Name", then type in the agency name in the appropriate box, click "Submit", print the page. Then, do the same for "Contractor Complaint Search".)</p>	
10	<p>FLORIDA SUSPENDED CONTRACTORS</p> <p>http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/suspended_vendor_list (Link opens to the current "Suspended Vendors List". Print a copy of the "Suspended Vendor List" page as is, even if no agencies are listed. Do not use the search engine for this page.)</p>	
11a	<p>SYSTEM FOR AWARD MANAGEMENT (formerly Federal Excluded Parties List System) – for the SUBRECIPIENT as a whole</p> <p>https://www.sam.gov/SAM/ (Under the "Search Records" box click "Search Records", then enter the agency's DUNS # in the appropriate search box under "Quick Search", then click "Search"; print the page; note if any exclusions or delinquent federal debt are indicated; a list of agency DUNS #s is in the RW shared program folder, in the corresponding Tracking Spreadsheets folder.</p> <p>NOTE: If web link for 11a and 11b shows "Unsupported Browser", type https://www.sam.gov/ directly in the address bar of the browser.)</p>	

**MIAMI-DADE COUNTY RYAN WHITE PART A/MAI PROGRAM
DUE DILIGENCE CHECKLIST**

#	DUE DILIGENCE ITEM <i>(Attach proof of review)</i>	IS AGENCY COMPLIANT WITH THIS ITEM? (YES, NO, OR N/A)
11b	<p>SYSTEM FOR AWARD MANAGEMENT (formerly Federal Excluded Parties List System) – for the SUBRECIPIENT’s KEY STAFF (if listed on budget) – (See also Item # 20 below)</p> <p>https://www.sam.gov/SAM/ (Under the “Search Records” box click “Search Records”, then under “Advanced Search” click “Advanced Search – Exclusion”; at the prompt, click “OK”; select “Single Search” or “Multiple Names” as appropriate; next, in the drop down list, change “All” to “Individual”, then enter the full name of each Key Staff member listed on the subrecipient’s budget(s); click “SEARCH”; on the results page click “Save PDF”; click “Open”; then print the page.)</p> <p><i>Helpful Hint: If using “Multiple Names” option to search, only do a few at a time (i.e., up to 3 or 4), especially if the “Save PDF” is blank. Sometimes the system times out if you enter too many names.</i></p> <p>NOTE: You can also do an employee search with the Office of the Inspector General, U.S. Department of Health and Human Services by visiting the following online “LEIE Downloadable Databases” site: https://oig.hhs.gov/exclusions/exclusions_list.asp <i>This site allows you to verify employee’s middle name and date of birth.</i></p>	
12	<p>SUDAN-IRAN AFFIDAVIT (SCRUTINIZED LIST OF PROHIBITED COMPANIES – QUARTERLY REPORT)</p> <p>https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx [This link should take you directly to the quarterly reports, under “Funds We Manage”; with the most recent one within the last 3 months – titled, “Global Governance Mandates – Florida Statutes,” with the date. If not, type “2019 Scrutinized List of Prohibited Companies” in the address bar of your browser; be sure to get the one for Florida; and click the link for the Florida State Board of Administration, Funds We Manage, Quarterly Reports. Select most current quarterly report. Link opens to the report. Scroll through document to find list of scrutinized companies. Print page 1 and the pages with the lists of scrutinized companies for Sudan & Iran. Print “Scrutinized” and “Prohibited Investments (Scrutinized Companies)” lists only.]</p>	
13	<p>STATE OF FLORIDA CORPORATIONS (SUNBIZ)</p> <p>http://www.sunbiz.org/search.html (Click on the “Search Records” tab in the middle of the page; then search for agency by name or fictitious name, if appropriate; print the page; AND include copy of agency’s current Certificate of Status which they submit separately)</p>	

**MIAMI-DADE COUNTY RYAN WHITE PART A/MAI PROGRAM
DUE DILIGENCE CHECKLIST**

#	DUE DILIGENCE ITEM <i>(Attach proof of review)</i>	IS AGENCY COMPLIANT WITH THIS ITEM? <i>(YES, NO, OR N/A)</i>
	CAPITAL IMPROVEMENTS INFORMATION SYSTEM (CONSTRUCTION ONLY)	N/A
	A&E TECHNICAL CERTIFICATION REPORT (DESIGN & PROFESSIONAL SERVICES ONLY - FOR ARCHITECTURAL AND ENGINEERING SERVICES)	N/A
	PRE-QUALIFICATION REPORT (DESIGN & PROFESSIONAL SERVICES ONLY - FOR ARCHITECTURAL AND ENGINEERING SERVICES)	N/A
14	WEB SEARCH FOR COMPLIANCE AND PERFORMANCE RECORD (BETTER BUSINESS BUREAU) https://www.bbb.org/ <i>(In the "Find" box, type full legal name of agency – probably without the "Inc." – and City and State in the appropriate fields; then click "Search" and print the page(s). If there are any "hits" from the search, scan the list for information related to this subrecipient and read the information in each link for any relevant concerns.)</i>	
15	REFERENCE CHECKS FOR CONTRACTS SIMILAR IN SCOPE <i>(Check if agency is funded by County General Funds or other County Departments for social services; if so, check with assigned CBO Contracts Officer or County Department representative if there are any concerns or outstanding issues – get a response in writing, preferably by email)</i>	
16	TAX RETURNS, FINANCIAL STATEMENTS(AUDITED), PROFORMA STATEMENTS AND OTHER FINANCIAL DOCUMENTS	See Required Document Checklist
17	LOCAL PUBLIC RECORDS SEARCH (CLERK OF COURTS) https://www2.miami-dadeclerk.com/public-records/ <i>(Under "Standard Search", click on "Basic Search"; Under "Name Search – Party Name" do a search by agency name for each of the following "Document Types": Bankruptcy, Federal Tax Lien, Notice of Tax Lien, and "~Any Lien Judgment"; enter security code of the image in the appropriate box; click "Search"; and print confirmations or reports.)</i>	
18	DUNN & BRADSTREET FINANCIAL REPORTS <i>(If fiscal stability issues arise, follow-up with Procurement Management Services to gain access to these subscription-based reports; otherwise indicate "N/A" in box to the right)</i>	

**MIAMI-DADE COUNTY RYAN WHITE PART A/MAI PROGRAM
DUE DILIGENCE CHECKLIST**

#	DUE DILIGENCE ITEM <i>(Attach proof of review)</i>	IS AGENCY COMPLIANT WITH THIS ITEM? <i>(YES, NO, OR N/A)</i>
19	PUBLIC ACCESS TO COURT ELECTRONIC RECORDS (PACER) <i>(If fiscal or programmatic stability issues arise, follow-up with Procurement Management Services to gain access to this subscription-based report; otherwise indicate "N/A" in box to the right)</i>	
20	OFFICE OF INSPECTOR GENERAL (OIG) EXCLUSIONS REVIEW <i>[For all subrecipients and their identified subcontractors, check for Office of Inspector General Exclusions (for each, print a copy of the results from https://exclusions.oig.hhs.gov/)]</i> NOTE: You can also do an search with the Office of the Inspector General, U.S. Department of Health and Human Services by visiting the following online "LEIE Downloadable Databases" site: https://oig.hhs.gov/exclusions/exclusions_list.asp <i>This site allows you to verify employee's middle name and date of birth.</i>	

I certify that I have completed the due diligence review required through Miami-Dade County Resolution # R-630-13 for the agency stated on page 1 of this checklist, and that the information on the checklist above is correct.

Ryan White Contracts Officer (signature): _____

(print name): _____

Date: _____

Comments: _____



Appendix H

Draft Form Agreement

**(sample contract document
for reference only;
do not complete or submit with
RFP response at this time)**

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**

[Enter Agency Index Code for FY 2020 for reference]
FY 2020 Part A/MAI New Contract
Resolution No. R-_____

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, ___ 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 [ENTER SUBRECIPIENT'S FULL LEGAL NAME AND ADDRESS], [INSERT AS APPROPRIATE "a Florida for-profit organization" OR "a Florida not-for-profit 501(c)3 organization"], hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide [ONLY INCLUDE THE FOLLOWING SERVICES IF FUNDED UNDER THE CORRESPONDING RFP:] Quality Management Services for the Ryan White Part A and Minority AIDS Initiative (MAI) Programs, and Staff Support Services for the Miami-Dade HIV/AIDS Partnership.

WITNESSETH

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

WHEREAS, the COUNTY receives this funding under the Catalog of Federal Domestic Assistance (CFDA) #93.914, HIV Emergency Relief Project Grants; and

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

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

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

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-_____ on _____, authorizing this Agreement; and

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

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

Article I
Definitions

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

- a) "Advance payment" shall mean a payment that a Federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.
- b) "Approved Payment Plan" shall mean a written agreement between the COUNTY and the SUBRECIPIENT setting forth a repayment schedule that, by the end of the term of the approved payment plan, satisfies all of the SUBRECIPIENT's arrearage to the COUNTY. Such a plan may include principal and interest payments, abatements, discounts, or any other financial terms and conditions available to the parties under the appropriate contracting authority.
- c) "Arrears" or "Arrearage" shall mean any delinquent amounts owed by the SUBRECIPIENT under any contract, final non-appealable judgment or lien with the COUNTY.
- d) "Computer Identification System (CIS) number" shall mean a unique identifier recorded by the Management Information System to each recipient (client) of Ryan White Part A and MAI Program services in Miami-Dade County in order to track the client's participation in the Ryan White Program system of care.
- e) "Client" shall mean program-eligible individual as further defined in Article I (v) below.
- f) "Contract", "Contract Documents", or "Agreement" shall mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), SUBRECIPIENT's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.
- g) "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent (10%) or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

- h) "COUNTY" shall mean Miami-Dade County, its agents, employees and instrumentalities, including, but not limited to, the Office of Management and Budget-Grants Coordination (OMB). The term COUNTY excludes SUBRECIPIENT.
- i) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.
- j) "Deliverables" shall mean all documentation and any items of any nature submitted by the SUBRECIPIENT to the COUNTY's Program Director for review and approval pursuant to the terms of this Agreement.
- k) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the COUNTY's Ryan White Program Director (i.e., Program Director of the Office of Management and Budget-Grants Coordination); and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import shall mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the COUNTY's Ryan White Program Director (also known as the Assistant Director of the Office of Management and Budget-Grants Coordination, for Ryan White Program services).
- l) "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.
- m) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds \$25,000.00 and has been delinquent for greater than 180 days.
- n) "Federal Pass Through Agency" shall mean Miami-Dade County, the Recipient of federal grants funds related to this Agreement.
- o) "Grant funds" shall mean those Ryan White Part A Program, including but not limited to Minority AIDS Initiative (MAI), grant funds as more fully set forth in Article VIII of this

Agreement.

- p) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.
- q) "Management Information System" or "MIS" shall mean the electronic data management system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program system of care.
- r) "Minority" shall mean a person that defines him or herself as coming from one of the following federally-defined racial/ethnic groups: Black/African American (including, but not limited to, Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group. However, local Minority AIDS Initiative (MAI)-funded services are limited to Black/African American (including, but not limited to, Haitian) or Hispanic.
- s) "Non-federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- t) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.
- u) "Program Director" shall mean Program Director of Miami-Dade County's Office of Management and Budget-Grants Coordination/Ryan White Program (also known as the Assistant Director of the Office of Management and Budget-Grants Coordination, for Ryan White Program services), or the duly authorized representative designated to manage or assist in management of this Agreement.
- v) "Program-eligible individuals", "persons or people with HIV", "service recipients", or "clients" shall mean individuals who meet the requirements of being Human Immunodeficiency Virus positive (i.e., HIV+), 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.
- w) "Recipient" or "grantee" shall mean the COUNTY, which has received a grant award from HRSA and is responsible and accountable for the use of the grant funds provided and for the performance of the grant supported project or activity.
- x) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SUBRECIPIENT under this Agreement.
- y) "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

- z) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the SUBRECIPIENT, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SUBRECIPIENT and whether or not in privity of Agreement with the SUBRECIPIENT.
- aa) "Subrecipient" or "subgrantee" shall mean an entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient (grantee) or other subrecipient for the use of the Federal grant funds provided by the subaward.
- bb) "Subrecipient's Budget" shall mean the documents attached hereto as Exhibit B, as may be amended or revised during the contract period with written approval from the COUNTY, which details the allowable direct and indirect/administrative costs that will be funded by the Ryan White Part A and MAI, where applicable, Programs under this Agreement.
- cc) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1, of this Agreement.
- dd) "The United States Department of Health and Human Services", "DHHS", or "HRSA" shall mean the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).
- ee) "Whistleblowing" shall mean making a disclosure that the employee of a contractor, subcontractor, grantee, subgrantee/subrecipient reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal grant funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- ff) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SUBRECIPIENT in accordance with the provisions of this Agreement.

Article II **Responsibilities of the SUBRECIPIENT**

- 2.1 The SUBRECIPIENT, by and through its agents, assigned representatives and Subcontractors agrees:
- A. To provide the planned or proposed services described in the SUBRECIPIENT's Scope of Service(s) (Exhibit A) and the SUBRECIPIENT's Budget(s) (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SUBRECIPIENT's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget and narrative budget. The COUNTY

reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established, current Ryan White Program requirements, standards, and limitations for the term of this Agreement.

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

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

- C. To adhere to the work schedule listed in the attached Scope of Service(s) (Exhibit A), unless modified by written agreement with the COUNTY.
- D. To provide such support and planning and policy advice as is requested by the Miami-Dade HIV/AIDS Partnership (hereinafter referred to as the "Partnership"), the Partnership's Chair and Chair-Elect, or the County Mayor or County Mayor's designee, and to be available as needed to provide staff support at meetings of the Partnership and its committees. Where applicable, the SUBRECIPIENT may consult with the County Attorney's Office from time to time on legal matters related the SUBRECIPIENT's support and planning and policy advice as is requested by the Partnership, the Partnership's Chair and Chair-Elect, or the County Mayor or County Mayor's designee, or any other matter as directed by the COUNTY and/or the Partnership.
- E. If applicable, to submit to the COUNTY within thirty (30) calendar days of Agreement execution, a Certificate of Status dated within the calendar year of the contract in the name of the SUBRECIPIENT which certifies the following: that the SUBRECIPIENT is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SUBRECIPIENT's most recent annual report has been filed with the Florida Department of State – Division of Corporations, that the status of the SUBRECIPIENT is active, and that the SUBRECIPIENT has not filed Articles of Dissolution or a Certificate of Withdrawal.
- F. If applicable, to require all licensed professionals, including those of any Subcontractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses. Upon

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

- G. To make available the personnel identified by the SUBRECIPIENT in its response to the COUNTY's corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), as may be amended, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within thirty (30) calendar days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or Subcontractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY for review upon request. All personnel shall be considered to be, at all times, the sole employees of the SUBRECIPIENT under its sole direction.
- H. To provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and, if applicable, licensed replacement when necessary.
- I. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.
- J. To keep detailed records of the services provided, and staff time and effort involved; and to prepare and provide any and all reports that may be requested by the COUNTY, on a regular and "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County, State of Florida, and Federal requirements, and to document and verify reimbursement requests (i.e., billings, invoices, etc.) to the COUNTY. SUBRECIPIENT shall maintain sufficient records and adhere to the local Ryan White Program's comprehensive site visit monitoring process as may be amended, in accordance with Federal and local guidelines and requirements, such as the National Monitoring Standards for the Ryan White Program and the corresponding, local Ryan White Program Service Delivery Guidelines, as may be amended.
- K. To make available all books, records, and electronic files, including, but not limited to, scanned documents, as they relate to this Agreement, for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion. Unless the timeframe is extended by such authorized representative, access to client records and other program-related documents must be given to

the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than three (3) business days after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to this Agreement shall be retained by the SUBRECIPIENT in proper order and confidential as required by HIPAA for at least five (5) years following the expiration of this Agreement, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period.

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

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

Before entering into any subcontract hereunder, the SUBRECIPIENT will inform

the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

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

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

If this Agreement involves the expenditure of \$100,000.00 or more by the SUBRECIPIENT and the SUBRECIPIENT intends to use Subcontractor(s) to provide the service(s) listed in the Scope of Services (Exhibit A) or suppliers to supply the materials, the SUBRECIPIENT shall provide the name(s) of the Subcontractor(s) and supplier(s) on the form in Exhibit C, titled "Attachment C.1, Provider's Disclosure of Subcontractors and Suppliers." SUBRECIPIENT agrees that it will not change or substitute Subcontractors or Suppliers from those listed in Attachment C.1 without prior written approval of the COUNTY. If this Agreement is for \$100,000.00 or more and the SUBRECIPIENT will not utilize Subcontractors, then the SUBRECIPIENT must also submit Attachment C.1 and state where appropriate that "no Subcontractors will be used." Additionally, the COUNTY reserves the right to request from the SUBRECIPIENT a line item budget and narrative budget justification for each Subcontractor under this Agreement in the same format as Exhibit B attached herewith.

Furthermore, in accordance with Section 2-8.1 (f) of the Miami-Dade County Code, ISD Form 7 – Subcontractor/Supplier Listing, attached herewith as Exhibit C, Attachment C.2, must be submitted as a condition of award by all

bidders/respondents on COUNTY contracts for purchase of supplies, materials or services, including professional services, which involve expenditures of \$100,000.00 or more. The SUBRECIPIENT who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the COUNTY. The SUBRECIPIENT should enter the word "NONE" under the appropriate heading of ISD Form 7 – Subcontractor/Supplier Listing if no subcontractors or suppliers will be used on the contract and sign the form where indicated.

On Attachment C.2, in accordance with Ordinance No. 11-90, SUBRECIPIENT whose contract involves the expenditure of \$100,000.00 or more shall also report the race, gender, and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the SUBRECIPIENT demonstrates to the COUNTY prior to award that the race, gender, and ethnic information is not reasonably available at that time, the SUBRECIPIENT shall be obligated to exercise diligent efforts to obtain that information and provide the same to the COUNTY not later than ten (10) calendar days after it becomes available and, in any event, prior to final payment under the contract.

The final ISD Form 7 and the final Subcontractors Payment Report (Miami-Dade County Sub 200 Form), if applicable, must be submitted with the final request for reimbursement no later than close of business on Tuesday, March 30, 2021. **No extensions will be granted. No exceptions.** Final payment will not be issued if these reports are incomplete or outstanding.

- O. **Accessibility Provisions and Non-Discrimination Requirements.** Not to discriminate on the basis of race, religion, color, national origin, ancestry, gender, familial status, marital status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, pregnancy, age, disability, veteran status, or if a housing provider, source of income, in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination. In order to serve people most in need and to comply with Federal law, services must be widely accessible. The DHHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Services must be widely accessible. For more information, please see:
<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>
<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>
<http://www.hhs.gov/civil-rights/for-individuals/index.html> and
<http://www.hhs.gov/civil-rights/for-providers/index.html>.

Pursuant to DHHS' directives, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees [Recipients] must treat same-sex spouses, marriages, and households on the same terms as opposite-

sex spouses, marriages, and households, respectively. For purposes of this Agreement, "same-sex spouses" means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. The term "same-sex marriages" means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. The term "marriage" excludes registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

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

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

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

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

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

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

- R. To comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as amended (applies to contract awards in excess of \$150,000.00). Violations must be reported to the Federal awarding agency (i.e., HRSA) and the Regional Office of the Environmental Protection Agency (EPA).
- S. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6201, et seq.).
- T. To comply with the Byrd Anti-Lobbying Amendment (31 USC § 1352) (applies to contract awards in excess of \$100,000.00). The SUBRECIPIENT shall certify to the COUNTY it will not and has not used Federal appropriated grant funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or an employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. The SUBRECIPIENT shall also disclose to the COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The SUBRECIPIENT further agrees to comply with the requirement of such legislation to furnish a disclosure (Federal OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The provisions of this subsection are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply. In the event SUBRECIPIENT has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, SUBRECIPIENT shall promptly bring such information to the attention of the COUNTY's Program Director. SUBRECIPIENT shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SUBRECIPIENT receives from the Program Director in regard to remedying the situation. Furthermore, pursuant to Public Law 111-148, as directed in the federal SF424 application guide dated September 30, 2019:

- (1) In accordance with applicable laws, no grant funds shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
 - (2) In accordance with applicable laws, no part of the grant funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to legislative any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - (3) The prohibitions in subsections (1) and (2) [directly above] shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- U. 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).
- V. To comply with the Miami-Dade County Ordinance 99-5, Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SUBRECIPIENT.
- W. To comply with all the requirements of the Americans with Disabilities Act (ADA), of 1990 (and related Acts), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws (including Miami-Dade County Resolution No. R-385-95), regulations, and Executive Orders. In this

regard, the SUBRECIPIENT shall not deny any individual the opportunity to participate in or benefit from federally-funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SUBRECIPIENT shall provide program accessibility and effective communication for service recipients and employees. The SUBRECIPIENT shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Civil Rights Division, Disability Rights Section – 1425 NYAV, Washington, D.C. 20530, within 180 calendar days of the date of discrimination. An ADA complaint may also be filed by sending an ADA complaint electronically through the following web page: <http://www.ada.gov/complaint/>. ADA complaints may also be faxed to (202) 307-1197. Questions about filing an ADA complaint may be answered at www.ada.gov/filing_complaint.htm or by calling 1-800-514-0301 (voice) or 1-800-514-0383 (TTY).

A copy of such complaint must also be filed with Daniel T. Wall, Assistant Director, Miami-Dade County Office of Management and Budget-Grants Coordination/Ryan White Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit (located in Exhibit C, Attachment A, page 2, of this Agreement) must be completed and on file with the COUNTY prior to contract execution. The SUBRECIPIENT must be in full compliance with the laws referenced within the affidavit. The SUBRECIPIENT's failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XVII of this Agreement.

- X. To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in this subsection and in Article II, Section 2.1 (Y) of this Agreement. The SUBRECIPIENT's policies and procedures must ensure that:
- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including, but not limited to, client charts and medical records (hard copy and electronic);
 - (2) Confidential records are not removed from the SUBRECIPIENT's premises, unless otherwise authorized by law or upon written consent from the COUNTY;
 - (3) Access to confidential information is restricted to authorized personnel of the SUBRECIPIENT, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the

- United States Office of the Inspector General, or any of their duly authorized representatives;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
 - (5) Access to electronic data is controlled;
 - (6) Written authorization, signed by the client, is obtained for release of copies of client records or information unless otherwise compelled by law. Original documents must remain on file at the originating provider site;
 - (7) Requests by clients to view their personal charts or medical records must be honored within two (2) business days and must be reviewed in the presence of an authorized staff person;
 - (8) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of applicable confidentiality laws, regulations, and policies;
 - (9) Client identifying information (i.e., client's name, address, social security number, telephone numbers, medical record number, health plan beneficiary numbers, certificate of license numbers, photographic identification, email address, biometric identifiers, and account numbers) is not transmitted to the COUNTY, via written correspondence, electronic mail, or facsimile, unless the COUNTY has specifically requested in writing such information from the SUBRECIPIENT. Similarly, the SUBRECIPIENT may only share client identifying information with other authorized entities if the client has specifically given in writing the SUBRECIPIENT permission to do so or unless otherwise compelled by law. SUBRECIPIENT may communicate with the COUNTY regarding the client by referencing the client's CIS number;
 - (10) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Program Management Information System (RW-MIS) are established; and
 - (11) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.
- Y. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where State laws do not prevail, SUBRECIPIENT further agrees to comply with the requirements set

forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

- (1) Use of information only for performance of this Agreement or as required by law;
- (2) Use of appropriate safeguards to prevent non-permitted disclosures;
- (3) Reporting to the COUNTY of any non-permitted use or disclosure;
- (4) Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the SUBRECIPIENT and reasonable assurances that IIHI/PHI will be held confidential;
- (5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client in a timely manner;
- (6) Making PHI available to the COUNTY, the United States Department of Health and Human Services, United States Comptroller General, or the United States Office of the Inspector General for an accounting of disclosures; and
- (7) Making internal practices, books and records related to PHI available to the COUNTY or its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.

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

- Z. To submit any written policies and procedures, reports or forms, to be used by Part A and MAI-funded subrecipients, to the COUNTY for its written approval prior to the distribution of these documents.
- AA. To participate in the Ryan White Program Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as well as the Miami-Dade County Integrated HIV/AIDS Prevention and Care Plan (Integrated Plan; as developed in collaboration with the Florida Department of Health) and the Ending the HIV Epidemic initiative, as further detailed in Article IV, Section 4.3, with the ultimate goals of improving the

health status of program-eligible people with HIV, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining and improving quality in service delivery. Through its own internal performance improvement and quality management activities, the SUBRECIPIENT shall be expected to identify problems in service delivery and business operations that may impact the health status of program-eligible people with HIV served under this Agreement.

- BB. To conduct a clinical quality management process, if applicable, that may include periodic record reviews, as a part of the COUNTY's Performance Improvement Plan for Ryan White Program-funded services. The SUBRECIPIENT is required to respond in writing within ten (10) business days, or other reasonable time frame specified in writing by the COUNTY or its quality management program, of notification of related audit or review findings with a plan of corrective action, if required. The majority of an audit shall be conducted onsite to the extent possible; while portions of the audit (e.g., review of policies and procedures) may be completed as a desk audit. The SUBRECIPIENT is also required to participate in additional quality management activities such as technical assistance or training to address any deficiencies identified during the review or audit process. The SUBRECIPIENT will also collaborate with the COUNTY and the Miami-Dade HIV/AIDS Partnership in the development of outcome measures for applicable service categories.
- CC. To participate in or conduct on-going technical assistance meetings, subrecipient forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.
- DD. To notify the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of Work (Exhibit A). Written notification must include the nature of the changes, actions taken by the SUBRECIPIENT toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an impact on service delivery or client access to services funded under this Agreement.
- EE. To ensure that the SUBRECIPIENT's Board of Directors or Trustees are apprised of the programmatic, fiscal, and administrative obligations of the Ryan White Program, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Ryan White Program Professional Services Agreement with the COUNTY for Part A services, including MAI-funded services where applicable. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SUBRECIPIENT, reference the service category(ies) and dollar amount(s) in the award, and include the phrase "as may be amended". A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. A copy of the Board of Directors' meeting

minutes where this resolution was addressed and approved must also be submitted to the COUNTY prior to contract execution. In the event that such a resolution is not required by operation of law, then the SUBRECIPIENT must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.

- FF. Awards under this Agreement are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC § 7104), and its implementing regulations codified in 2 CFR part 175; which includes provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient. Additional information can be found at the following HRSA website: https://www.ecfr.gov/cgi-bin/text-idx?SID=168659567ddecc29cf79c97b0b5b04a2&mc=true&node=se2.1.175_115&rqn=div8 or at <https://www.state.gov/j/tip/laws/>.
- GG. Disaster Plan/Continuity of Operations Plan (COOP). The SUBRECIPIENT shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or COUNTY requirement applicable to the SUBRECIPIENT. Any revisions or updates to the previously submitted Disaster Plan/COOP must be submitted to the COUNTY within sixty (60) calendar days of contract execution and is also subject to review and approval of the COUNTY in its sole discretion. The SUBRECIPIENT will review the Plan annually, revise it as needed, submit revised copies to the COUNTY, and maintain a written copy on file at the SUBRECIPIENT's site. The COOP and its updates are also subject to review by the COUNTY during monitoring site visits. If there are no changes to the COOP after the annual review, SUBRECIPIENT will notify the COUNTY of such in writing.
- HH. The SUBRECIPIENT agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity or gender expression, sexual orientation status as a victim of domestic violence, dating violence or stalking, or source of income, if applicable; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 USC § 6101 et seq., as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 USC § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 USC § 12101 et seq., as amended, which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 USC § 5301, et. seq., as amended; and the Fair Housing Act, 42 USC § 3601 et seq. It is expressly understood that the SUBRECIPIENT must submit an affidavit (see Exhibit C, Attachment A, page 2, of this Agreement) attesting that to the best of the SUBRECIPIENT's knowledge it is

not in violation of the Acts. If the SUBRECIPIENT or any owner, subsidiary, or other firm affiliated with or related to the SUBRECIPIENT is found by the responsible enforcement agency, the Courts or the COUNTY to be in violation of these acts, the COUNTY will conduct no further business with the SUBRECIPIENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT must maintain policy and procedures related to Level 2 Background Screening to include the requirements stated in 2.1 (II) above. To prove SUBRECIPIENT conducted its due diligence if a person whose background screening revealed concerns and was subsequently hired, SUBRECIPIENT must document in the affected personnel record the steps taken to address those concerns and provide an exemption, in accordance with Florida Statutes and the SUBRECIPIENT's policy and procedures.

- JJ. To adhere to the Consolidated Appropriations Act, 2019 (Public Law 116-6), enacted February 15, 2019, subject to annual changes, which limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. According, no grant funds shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Accordingly, as of the date of this Agreement, HRSA grant funds may not be used to pay the salary of an individual at a rate in excess of \$192,300.00 (the Executive Level II salary of the Federal Executive Pay scale effective January 1, 2019). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/ subcontracts under a U.S. Department of Health Resources and Services Administration (HRSA) grant or cooperative agreement.

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

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

- KK. CareerSource South Florida (formerly known as the First Source Hiring Referral Program). Where applicable, pursuant to Section 2-2113 of the Code of Miami-Dade County and Miami-Dade County Implementing Order No. 3-58, for all contracts for goods and services, the SUBRECIPIENT, prior to hiring to fill each vacancy arising under a COUNTY contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the COUNTY to fill a minimum of fifty percent

(50%) of its employment needs under the COUNTY contract through the SFWIB. If no suitable candidates can be employed after the Referral Period of three (3) to five (5) business days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500.00/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at www.careersourcesfl.com or by contacting the SFWIB (i.e., CareerSource South Florida) at (305) 594-7615.

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

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

- MM. If applicable, the use of grant funds for incentives in the form of gift cards to participants (planning council or committee members, existing program clients, or potential clients) must be submitted as a Prior Approval request to the COUNTY. The COUNTY will subsequently be required to submit a Prior Approval request to HRSA through the Electronic Handbook. Gift cards may not be in the form of a pre-paid credit card. See Article VI, Section 6.9 of this Agreement for additional information on unallowable use of general-use prepaid cards.

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

- NN. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;

- (2) Upon request from the COUNTY'S custodian of public records identified herein, provide the COUNTY with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY; and
- (4) Meet all requirements for retaining public records and transfer to the COUNTY, at no COUNTY cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SUBRECIPIENT upon termination of this Agreement. If SUBRECIPIENT transfers all public records to the COUNTY upon completion of this Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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

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

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

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

OO. To adhere to 41 USC § 4712, Pilot Program for Enhancement of Employee Whistleblower Protection, which applies to all employees working for contractors, grantees (recipients), subcontractors, and subgrantees (subrecipients) on federal grants and contracts. This program requires all grantees, their subgrantees, and subcontractors to:

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

This statute (41 USC § 4712) states that an “employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

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

PP. Smoke-Free Workplace. To understand that Public Health Service strongly encourages all award recipients and subrecipients to provide a smoke-free

workplace and to promote the non-use of all tobacco products. Further, Public Law (P.L.) 103-227, the Pro-Children Act of 1994 (20 USC § 6081 et seq.) and its implementing regulations (48 CFR § 352.237-70), prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

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

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

- RR. If applicable, the SUBRECIPIENT must maintain "active" vendor status with Miami-Dade County's Internal Services Department, Procurement Management Division, as evidenced by the SUBRECIPIENT's submission of a vendor application package, to be updated as needed. Prior to contract and amendment execution, OMB staff will obtain a screen print of the SUBRECIPIENT's "active" vendor status from the COUNTY's Financial Accounting and Management Information System (FAMIS) and Advanced Purchase Inventory Control System (ADPICS) for monitoring purchases of services and payment processing to vendors.
- SS. To ensure that the SUBRECIPIENT's Board of Directors or Board of Trustees through its audit and compliance committee, or committee of similar responsibility, is apprised of any site visit monitoring reports or record reviews relating to this Agreement prepared by the County or its authorized representative. Through the official minutes of its appropriate committee meetings or through an official certification from the Board Secretary or Secretary of the Trustees, the SUBRECIPIENT must maintain documentation and provide the COUNTY with proof that it has been sharing the results of all COUNTY monitoring reports with the Board members. Meeting minutes must include the date on which the committee met, a copy of the corresponding meeting agenda, and an attestation that quorum was achieved at the committee meeting. Such meeting minutes may be redacted to show only those portions or actions relating to this Agreement and COUNTY monitoring reports.
- TT. To abide by generally accepted financial management principles, including the requirement of the signature of two persons within the organization on all checks disbursing organizational funds, as required by Miami-Dade County Administrative

Order 3-15. More detail regarding this requirement can be found at: www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-15.pdf.

- UU. To comply with the requirements of 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participations in Federal assistance programs or activities. In order to check if a person is excluded under these regulations, SUBRECIPIENT must check the U.S. Government's System for Award Management Exclusions (SAM Exclusions) at <https://www.sam.gov>.
- V V. To make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.

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

- 3.1 The SUBRECIPIENT hereby acknowledges that the COUNTY's Program Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal or Agreement; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.
- 3.2 The SUBRECIPIENT shall be bound by all determinations or orders and shall promptly comply with every order of the Program Director or designated representative, including the withdrawal or modification of any previous order and regardless of whether the SUBRECIPIENT agrees with the Program Director's determination or order. Where orders are given orally, they will be issued in writing by the Program Director, or designated representative, as soon thereafter as is practicable.
- 3.3 The SUBRECIPIENT must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Director. In the event that the SUBRECIPIENT and the Program Director are unable to resolve their difference, the SUBRECIPIENT may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit

permitted hereunder.

- 3.4 In the event of such dispute, the parties to this Agreement authorize the Miami-Dade County Mayor or the County Mayor's designee, who may not be the Program Director or anyone associated with this Program, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Miami-Dade County Mayor or the County Mayor's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Miami-Dade County Mayor or the County Mayor's designee within ten (10) business days of the occurrence, event or act out of which the dispute arises.
- 3.5 The Miami-Dade County Mayor or the County Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SUBRECIPIENT's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Miami-Dade County Mayor or the County Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SUBRECIPIENT to the Miami-Dade County Mayor or the County Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Miami-Dade County Mayor or the County Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Miami-Dade County Mayor or the County Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SUBRECIPIENT. Except as such remedies may be limited or waived elsewhere in the Agreement, SUBRECIPIENT reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV Responsibilities of the County

The COUNTY agrees:

- 4.1 To monitor the operations of the SUBRECIPIENT, according to Federal and local guidelines and requirements, in order to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SUBRECIPIENT and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.

- 4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines and the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. This portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period, as may be amended: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The COUNTY will also develop strategies for ensuring that the provision of Ryan White Program services are consistent with the PHS guidelines for improving access to and quality of health services.
- 4.3 To adhere to the legislative requirement to establish a clinical quality management program as outlined in HRSA Policy Clarification Notice No. 15-02 and Integrated Plan program letter (updated November 30, 2018) (<https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters>). To develop and implement the Ryan White Program Performance Improvement Plan (PIP), the Quality Management Program, and the Miami-Dade County Integrated HIV/AIDS Prevention and Care Plan (Integrated Plan), and coordinate with the activities of the Ending the HIV Epidemic initiative, to ensure that program-eligible clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Management and Budget-Grants Coordination, the Miami-Dade HIV/AIDS Partnership, subrecipients, the County's contract Quality Management provider, the County's contract data management system provider, the Clinical Quality Management Committee [formerly known as the Performance Improvement Advisory Team (PIAT)], and the Florida Department of Health in Miami-Dade County] to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with local, State, and Federal mandates.
- 4.4 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said client confidentiality, IIHI, or PHI as required by HIPAA.
- 4.5 To ensure that every subaward is clearly identified to the subrecipient (i.e., SUBRECIPIENT) as a subaward and includes relevant information at the time of the subaward, as may be amended, pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (Uniform Guidance), 45 CFR § 75.352, as may be amended. Accordingly, the subaward related to this Agreement is further identified in Exhibit C, Attachment G, Federal Subaward Notification, of this Agreement, as may be amended.
- 4.6 To evaluate each subrecipient's (SUBRECIPIENT) risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of 45 CFR § 75.352 of the Uniform Guidance, as may be amended.

- 4.7 To conduct due diligence reviews of all staff on SUBRECIPIENT's budget, in compliance with the requirements of 45 CFR § 75.213, as may be amended. Such review will enforce related regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The COUNTY will verify that each key staff member listed on the SUBRECIPIENT's budget under this Agreement are not found on the U.S. Government's System for Award Management Exclusions (SAM Exclusions) list at <https://www.sam.gov>.
- 4.8 To make all files under this Agreement, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
- 4.9 To follow the guidance set forth in all applicable HIV/AIDS Bureau Policy Notices and Program Letters to ensure compliance with programmatic requirements. Policy Notices and Program Letters can be found at the following Web page:
<https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>
- 4.10 Since the total Federal share of the COUNTY's Federal award is more than \$10,000,000.00 over the period of performance, then Appendix XII, Award Term and Condition for Recipient Integrity and Performance Matters, to 2 CFR 200 is applicable to this award. Additional information for "Reporting of Matters Related to Recipient Integrity and Performance, and Proceeding" About Which the COUNTY Must Report, can be found at the following Web link:
https://www.ecfr.gov/cgi-bin/text-idx?SID=f29506216228d021538ba008a19a8e6f&mc=true&node=ap2.1.200_1521.xii&rgn=div9

Article V **Joint Responsibilities**

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

of 1996, 42 USC § 1320d *et seq.*, including the requirement to report data breaches to the Office for Civil Rights (OCR).

The Privacy Rule which implemented the HIPAA, requires that certain health care providers maintain patient confidentiality and other patient rights. The Privacy Rule is administered and enforced by the Department of Health and Human Services' (HHS) OCR and is codified at 45 CFR parts 160 and 164. The Privacy Rule applies to "covered entities," as defined by the rule, which include health plans and most health care providers, including most recipients of Ryan White HIV/AIDS Program funding. (see <https://careacttarget.org/library/protecting-health-information-privacy-and-complying-federal-regulations>).

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

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

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

- 5.3 In accordance with 45 CFR § 75.351, *et seq.*, the COUNTY must monitor the activities of the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes and in compliance with applicable laws, Ryan White Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The COUNTY must also ensure that the SUBRECIPIENT tracks, appropriately uses, and reports program income generated by the subaward. Both Parties agree that each will adhere to the HRSA/HAB Division of Service Systems Monitoring Standards for Ryan White Part A Grantees; including all applicable Programmatic, Fiscal, and Universal Monitoring Standards, as may be amended. Documentation to support services provided, allowable costs, and program expenditures will be maintained by the respective Parties. The COUNTY will conduct annual site visits of the SUBRECIPIENT to monitor adherence to these standards; at a date and time to be determined by the COUNTY's Office of Management and Budget-Grants Coordination. Notwithstanding the foregoing, the COUNTY may make unannounced, on-site visits during normal working hours to the SUBRECIPIENT's headquarters and/or any location or site where the services contracted for are performed. SUBRECIPIENT will also keep its Board of Directors or Board of Trustees apprised of monitoring visit reports as detailed in Article II, Section 2.1 (SS), of this Agreement.
- 5.4 In accordance with 45 CFR § 75.113, the SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY and to the U.S. Department of Health and Human Services Office of Inspector General (DHHS/OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the

federal award. The COUNTY must also disclose same to the DHHS/OIG. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CRF parts 180 and 376, and 31 U.S.C. 3321).

Disclosures must be sent in writing to:

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

AND

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

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

5.6 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, SUBRECIPIENT is encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work

is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

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

Article VI

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

- 6.1 The SUBRECIPIENT agrees to comply with applicable provisions of Federal, State and COUNTY laws, regulations and rules. All references to Federal OMB Circulars for the administration and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR part 200 as codified by HHS at 45 CFR part 75. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR part 75, also known as, the Uniform Guidance), as may be amended, can be found electronically on the U.S. Government Publishing Office (GPO) website (<http://www.ecfr.gov/cgi-bin/text-idx?SID=b33f664d62d65672c9aa74d4fe87d4c6&mc=true&node=pt45.1.75&rgn=div5>).

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

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

Standards for Financial Management

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

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

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

Reporting and Use of Program Income

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

- 6.2 Uniform Guidance 45 CFR part 75 Subpart F – Audit Requirements regulations apply to the SUBRECIPIENT’s Fiscal Year End audits, as required under this Agreement. The audit requirements in 45 CFR § 75.501, as may be amended, stipulate that if the SUBRECIPIENT [a non-Federal entity] spends \$750,000.00 or more in Federal awards combined during the SUBRECIPIENT’s fiscal year then the SUBRECIPIENT must have a single or program-specific audit conducted for that year in accordance with the provisions in this part and in Subpart F. Pursuant to 45 CFR § 75.503 (e), as may be amended, a Federal agency or a pass-through entity (such as the COUNTY) may request for a program to be audited as a major program, however such requests must be made at least 180 calendar days prior to the end of the fiscal year to be audited. If the Federal awarding agency or a pass-through entity (such as the COUNTY) agrees to pay the full incremental cost, if any, associated with the program audited as a major program, then the auditee must have the program audited as a major program pursuant to this section.

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

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

When applicable, the Fiscal Year End audit must be submitted to: Federal Audit Clearinghouse (FAC) Bureau of the Census, electronically at <https://harvester.census.gov/facides/Account/Login.aspx>. Assistance can be requested by contacting the Federal Audit Clearinghouse via email (note link on website) or by telephone at (866) 306-8779. When applicable, required audit reports must be submitted to the FAC and written notice to the COUNTY of said submission (see Article VII, Section 7.5 (C), of this Agreement) within the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of the SUBRECIPIENT's Fiscal Year End date.

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

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

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

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

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

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

- 6.3 The SUBRECIPIENT agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, and the Minority AIDS Initiative (MAI) where applicable, as may be amended. MAI grant funds must be used to improve HIV-related health outcomes to reduce existing racial and ethnic disparities. MAI grant funds must be tracked and reported separately. A summary and full text of the Ryan White Program legislation can be found at the following web page:
<http://hab.hrsa.gov/abouthab/legislation.html>.
- 6.4 SUBRECIPIENT agrees to provide the COUNTY with the SUBRECIPIENT's Data Universal Numbering System (DUNS) number prior to contract execution. The Terms and Conditions of the Federal Grant Award to the COUNTY for Ryan White Program services state that no entity may receive a subaward unless the subrecipient (i.e., the SUBRECIPIENT) has provided its DUNS number to the recipient of the award (i.e., the COUNTY). A DUNS number is a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun & Bradstreet (D&B), are used for a variety of purposes, and are required for government contracting opportunities.

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

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

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

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

- (1) Under any State compensation program, insurance policy, or any Federal or State health benefits program; or
- (2) By an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).

B. Make direct cash payments or offer cash incentives to recipients (clients) of core medical or support services. However, food, personal hygiene products, or medical transportation vouchers as applicable to services provided under this Agreement are allowable.

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

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

D. Conduct non-targeted marketing promotions or advertising about HIV services that target the general public (e.g., poster campaigns for display on public transit, TV or radio public service announcements, etc.).

- E. Conduct broad scope awareness activities about HIV services that target the general public, or conduct outreach activities that have HIV prevention education as their exclusive purpose, pursuant to HRSA Division of Service System's Program Policy Notices Nos. 12-01 and 16-02; with additional information available at <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>.
- F. Influence or attempt to influence members of Congress and other Federal personnel. Further, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- G. Influence or attempt to influence members of the Miami-Dade County Board of County Commissioners, the Miami-Dade County Mayor, or any employee or personnel of Miami-Dade County.
- H. Provide Syringe Services Programs, inclusive of syringe exchange, access, and disposal programs. [See Section 6.6 V (5) of this Agreement for additional information.]
- I. File any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.
- J. Provide alcoholic beverages, especially, but not limited to, its use as an entertainment expense.
- K. Cover entertainment costs such as the cost of amusements, social activities, and related incidental costs.
- L. Provide honoraria when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for, the recipient of the honorarium. However, a payment for services rendered, such as a speaker's fee under a conference grant, is allowable.
- M. Recipients and subrecipients of federal funds are not allowed to use federal funding to lobby federal, state, or local officials or their staff to receive additional funding or influence legislation.
- N. Meal costs are generally unallowable except for the following:
- (1) Subjects and patients under study.
 - (2) Where specifically approved as part of the project or program activity (e.g., in programs providing residential substance abuse treatment services; in programs providing children's services).

- (3) When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement. However, this would not be a direct service cost.
 - (4) As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
 - (5) Under a conference grant, when meals are a necessary and integral part of a conference, provided that meal costs are not duplicated in participants' per diem or subsistence allowances.
 - (6) Guest meals are not allowable.
- O. Bad debts.
- P. Fundraising.
- Q. Invention, patent or licensing costs unless specifically authorized in the Notice of Award.
- R. Promotional items and memorabilia (e.g., pencils, cups, t-shirts, cookbooks, bags), gifts, and souvenirs designed to promote the recipient's (subrecipient's) organization are unallowable as advertising/public relations costs.
- S. Under HRSA Policy Clarification Notice No. 16-02, revised 10/22/2018, as may be amended, Ryan White Program grant funds also may not be used for the following:
- (1) Clothing;
 - (2) Employment or employment-readiness services;
 - (3) Funeral or burial expenses;
 - (4) Property taxes;
 - (5) Pre-Exposure Prophylaxis (PrEP);
 - (6) Non-occupational Post-Exposure Prophylaxis (nPEP);
 - (7) International travel;
 - (8) Materials designed to promote or encourage, directly, intravenous drug use or sexual activity, whether homosexual or heterosexual;
 - (9) The purchase or improvement of land;
 - (10) The purchase, construction, or permanent improvement of any building or other facility; or
 - (11) Social/recreational activities or gym memberships.
- T. Under the updated HRSA HIV/AIDS Bureau (HAB) June 22, 2016 Program Letter (<https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>), Ryan White Program grant funds also cannot pay for pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP) as the person using PrEP is not an individual living with HIV and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore are not eligible for Ryan White Program-funded services.

- U. Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle; and any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees.
- V. Furthermore, funding under this Agreement is subject to the General Provisions of Public Law 115-31, as follows:
- (1) Restrictions on Abortions (Section 506):
 - (a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.
 - (b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.
 - (c) The term "health benefits coverage" means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.
 - (2) Exceptions to Restriction on Abortions (Section 507):
 - (a) The limitations established in the preceding section shall not apply to an abortion – (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
 - (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).
 - (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).
 - (d) None of the grant funds made available herein may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide

coverage of, or refer for abortions. The term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

- (3) Ban on Funding of Human Embryo Research (Section 508):
 - (a) None of the grant funds made available herein may be used for: 1) the creation of a human embryo or embryos for research purposes; or 2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.
- (4) Limitation on Use of Funds for Promotion of Legalization of Controlled Substances (Section 509):
 - (a) None of the grant funds made available herein may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.
 - (b) The limitation in subsection (a) above shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- (5) Restriction on Distribution of Sterile Needles (Section 529):
 - (a) Notwithstanding any other provision herein, none of the grant funds made available herein shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: Provided, that such limitation does not apply to the use of grant funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

However, some aspects of Syringe Services Programs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. See <https://www.aids.gov/federal-resources/policies/syringe-services-programs/>. Any request for related prior approvals under Ryan White Part A or MAI Program funding must first be addressed to the COUNTY.

- (6) Restriction of Pornography on Computer Networks (Section 520):
 - (a) None of the grant funds made available herein may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
 - (b) Nothing in subsection (a) above shall limit the use of grant funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- (7) Restrictions on Funding ACORN (Section 521):
 - (a) None of the grant funds made available herein may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors."
- (8) Gun Control (Section 210):
 - (a) None of the grant funds made available herein may be used, in whole or in part, to advocate or promote gun control.
- (9) Anti-lobbying (Section 503):
 - (a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

- (b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

6.7 The SUBRECIPIENT shall:

- A. Coordinate, conduct, and participate in clinical quality improvement projects as well as related quality management trainings, workshops, targeted external record reviews, technical assistance meetings, and any other related activities as required by the COUNTY or the Miami-Dade HIV/AIDS Partnership;
- B. Participate in activities related to the development of a community-based continuum of care (i.e., HIV Care Continuum) encompassing the comprehensive range of services required by program-eligible people with HIV or their families, where applicable, in order to meet the health care and social service needs of people with HIV throughout the course of their illness;
 - (1) The HIV Care Continuum measures client health outcomes from HIV diagnosis, linkage to care, retention in care, prescription of antiretroviral therapy, to achieving viral suppression.
- C. Commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among Ryan White Program-funded subrecipients;
- D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients, staff, or other care providers. The SUBRECIPIENT's internal grievance procedures must afford their clients or other care providers with immediate access to these procedures. These procedures shall be made available to clients or other care providers prior to

accessing the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SUBRECIPIENT's internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SUBRECIPIENT to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SUBRECIPIENT; and a reasonable timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SUBRECIPIENT site. Documentation of informal complaints and formal grievances from clients, program staff, or other care providers must be tracked and reported to the COUNTY; and

- 6.8 If the SUBRECIPIENT is a commercial organization, it is hereby advised that it has been classified as a subrecipient of a federal subaward under this Agreement. Therefore, with regards to property and procurement, due to the nature of the services provided under this Agreement, the SUBRECIPIENT will adhere to the guidelines set forth in 45 CFR part 75, as may be amended, as applicable to subrecipients who are non-federal entities. For the purchase of equipment under this Agreement, the guidelines under Property Standards and Procurement Standards in 45 CFR § 75.316 and 45 CFR § 75.335 of the OMB Uniform Guidance, respectively, will apply to the SUBRECIPIENT. For disposition of equipment, the SUBRECIPIENT will follow the guidelines set forth in 45 CFR § 75.320, titled "Equipment". Supporting documentation must be retained to demonstrate that the equipment's fair market value is less than \$5,000 at the time of disposition. To meet this requirement, the COUNTY will accept market research of no less than three (3) different vendors indicating the current fair market value of the same brand and model (or similar equipment). This documentation must be available for review during a monitoring site visit.
- 6.9 SUBRECIPIENT shall not make direct cash payments to intended recipients (clients) of core medical or support services. This prohibition includes cash incentives and cash intended as payment for Ryan White Program services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity must be used. As applicable to services funded under this Agreement, store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the Ryan White Program are also allowable as incentives for eligible program participants. Where applicable, SUBRECIPIENT will administer voucher and store gift card programs in a manner which assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable. See Article II, Section 2.1 (MM) of this Agreement for related information.

Article VII
Reporting, Record-keeping, and Evaluation Studies

- 7.1 The SUBRECIPIENT shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SUBRECIPIENT shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SUBRECIPIENT and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period.
- A. At a minimum, the following records shall be kept:
- (1) Documentation of staff time spent on the services required herein;
 - (2) Records of requests from the Partnership or the COUNTY for special analyses or reports, and the responses made to such requests; and
 - (3) An agency-wide budget and a cost allocation plan along with supporting documentation for any shared costs included in the SUBRECIPIENT's approved contract budget(s) for the provision of Ryan White Part A and/or MAI Program-funded services, where applicable.
- B. The SUBRECIPIENT shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided. If the 20th day of the month falls on a weekend or COUNTY-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. Reimbursement requests will be submitted in a format determined by the COUNTY, regarding the provision and utilization of Part A and MAI-funded services, where applicable, in accordance with the provisions of corresponding Federal OMB Uniform Guidance requirements and the Ryan White HIV/AIDS Treatment Extension Act of 2009, including the Minority AIDS Initiative, as may be amended. These reports shall include, at a minimum, a summary of the contract related activities, as defined in the Scope of Work attached hereto as Exhibit A, that were conducted by the SUBRECIPIENT during the reporting month.
- C. The SUBRECIPIENT, on an annual basis, shall submit to the COUNTY a Ryan White Program Client-level Services Data Report (RSR), a quantitative annual report based on calendar year client-level service utilization data. This documentation shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate. The COUNTY may assist SUBRECIPIENT with submission of this reporting requirement as needed. The

RSR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding, as may be amended.

- D. The SUBRECIPIENT shall submit to the COUNTY a Final Line Item Expenditure Report (FLIER), separate for each funded service category, itemizing all Ryan White Part A and MAI funding, where applicable, other shared costs received, and actual expenditures incurred during the contract period associated with this Agreement. The Final Line Item Expenditure Report must reflect the actual expenses for approved line items that Part A and/or MAI-grant funds reimbursed by the COUNTY's Ryan White Program were actually applied to. This Final Line Item Expenditure Report must also reflect all changes made to the SUBRECIPIENT's Part A/MAI award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding grant Fiscal Year. If the actual expenditure differs from the projected budget amount by greater or less than 15% or \$50,000.00, whichever is lower, the SUBRECIPIENT must include a brief explanation of the reason(s) for the difference on the Final Line Item Expenditure Report. Overpayments to the SUBRECIPIENT that are identified as a result of the SUBRECIPIENT's reconciliation of budgeted costs versus actual expenditures in the Final Line Item Expenditure Report, in relation to the amount reimbursed by the COUNTY by service category will require repayment to the COUNTY. Any required repayments must be made by check payable to "Miami-Dade County", and must be included with the Final Line Item Expenditure Report and submitted to the COUNTY by the reporting deadline. The Final Line Item Expenditure Report (FLIER) for each funded service category must be submitted no later close of business on Thursday, April 29, 2021. **No extensions will be granted. No exceptions.** This Final Line Item Expenditure Report must be consistent with the applicable regulations (45 CFR part 75), as may be amended.

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

- E. The SUBRECIPIENT shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of \$1,000.00 or more per item and with a normal life of one (1) or more years, not

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

- (1) The SUBRECIPIENT's nonexpendable property records shall include:
 - (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;
 - (b) Location of nonexpendable property;
 - (c) Model number and manufacturer's serial number;
 - (d) Date of acquisition;
 - (e) Property cost;
 - (f) Property inventory number;
 - (g) Information on its condition; and
 - (h) Information on its transfer, replacement or disposition, if applicable.
- (2) Title (ownership) to all nonexpendable personal property as identified directly above in Article VII, Section 7.1 E. (1) that was purchased with Federal Ryan White Part A or MAI Program grant funds under this Agreement or prior year Agreements shall vest in the COUNTY.
- (3) The SUBRECIPIENT must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal Ryan White Part A or MAI grant funds under this Agreement or prior year Agreements. The SUBRECIPIENT shall transfer or dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.
- (4) All equipment and products purchased with Ryan White Part A or MAI grant funds under this Agreement or prior year Agreements should be American-made, to the greatest extent practicable.
- (5) For COUNTY-approved equipment purchases with an acquisition cost of \$5,000.00 or more per unit acquired by the SUBRECIPIENT using grant award grant funds only, the SUBRECIPIENT must submit the federal

Tangible Personal Property Report (SF-428) form and any related forms to the COUNTY, who will submit this report per Federal guidelines. When applicable, the Tangible Personal Property Report must be submitted within 90 days after the project period ends.

- F. **Proof of Tax Status.** If applicable, the SUBRECIPIENT is required to submit to the COUNTY the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990 and automatic 3-month extension through form 8868, if applicable; (c) the annual submission of I.R.S. form 990 within (6) months after SUBRECIPIENT's fiscal year end; and (d) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) calendar days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) calendar days after the quarter ends. SUBRECIPIENT shall notify the COUNTY of any changes to SUBRECIPIENT's tax-exempt status within ten (10) business days of such change.
- G. The SUBRECIPIENT shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the COUNTY's request.
- 7.2 The SUBRECIPIENT agrees to participate in evaluation studies, quality management activities, Performance Improvement Plan activities, Integrated Plan activities, and Ending the HIV Epidemic activities, and needs assessment activities sponsored by the U.S. Health Resources and Services Administration (HRSA) or analyses carried out by or on behalf of the COUNTY or the Miami-Dade HIV/AIDS Partnership to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SUBRECIPIENT shall:
- A. Permit right of access of authorized staff involved in such efforts to SUBRECIPIENT's premises and records, in accordance with applicable Federal and State privacy laws and requirements, and in accordance with Article II, Sections 2.1 (K), (X), and (Y) of this Agreement;
- B. Participate in ongoing meetings and quarterly Subrecipient Forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support subrecipients; and
- C. Conduct record review exit interviews, and assist funded subrecipients in addressing recommended improvements or corrective actions.
- 7.3 The SUBRECIPIENT agrees to participate in the Ryan White Program Management Information System (RW-MIS). This participation shall, at a minimum, assure:
- A. The right of access of authorized COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the RW-MIS, on behalf of the COUNTY, to the SUBRECIPIENT's premises, equipment, electronic files, client charts, and where appropriate, medical records, in accordance with

applicable Federal and State privacy laws and requirements, and in accordance with Article II, Sections 2.1 (K), (X), and (Y) of this Agreement;

- B. Compliance with all policies and procedures related to the full use of the RW-MIS as required by the COUNTY;
- C. The submission of an electronic request through the RW-MIS to the COUNTY) for any additional staff (system user) needed to access the RW-MIS. Requests for additional staff to gain access to the RW-MIS must be submitted to the COUNTY through the RW-MIS in a timely manner not to exceed thirty (30) calendar days from the date of hire or transfer into the Ryan White Program. Requests for additions to the RW-MIS that exceed three (3) months from the first date the staff person provided services to Ryan White Program-eligible clients may be denied, at the discretion of the COUNTY.

Requests for equipment or telecommunication lines must be submitted in writing to the COUNTY. The written request for equipment shall, at a minimum, include a justification for the request, the type and number of equipment items or telecommunication lines needed, and the number and names of the staff members that will need access to the RW-MIS, as well as a description of their responsibilities and their start date under this Agreement;

- D. Participation of appropriate SUBRECIPIENT staff persons in on-going RW-MIS technical assistance and training workshops, and user support groups;
- E. Requests to remove SUBRECIPIENT's staff from the RW-MIS User Access will be made by the SUBRECIPIENT, in a timely manner, not to exceed thirty (30) calendar days from the effective date of removal. Such requests will be made electronically through the RW-MIS. Requests exceeding thirty (30) calendar days may have the start date adjusted or may be denied, at the discretion of the COUNTY.

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

7.5 The SUBRECIPIENT shall:

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

COUNTY's record retention schedule require a lengthier retention period, or Federal law requires a shorter retention period;

- C. When applicable, submit the annual certified public accountant's audit including all related financial statements made in accordance with applicable Uniform Guidance, 45 CFR part 75, subpart E related to contract cost principles and procedures, and subpart F related to audit requirements, as may be amended, to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>). In addition, send a written notification by electronic mail, U.S. mail, or hand-delivered to the COUNTY once the audit has been submitted to the Federal Audit Clearinghouse, or submit a complete electronic copy of the audit to the COUNTY.

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

The notification of submission to the Federal Audit Clearinghouse, or a copy of the complete audit report, must be received by the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end, unless the COUNTY agrees in writing to a written request for an extension from the SUBRECIPIENT's independent auditor indicating the proposed completion date.

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

If the SUBRECIPIENT is a commercial organization, furnish a complete hardcopy of the audit report and all related financial statements made in accordance with applicable guidance in 45 CFR §§ 75.501(i) and 75.501(j) to the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end, unless the COUNTY agrees in writing to a written request for an extension from the SUBRECIPIENT's independent auditor indicating the proposed completion date.

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

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

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

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

Article VIII
Amount Payable

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

[ONLY INCLUDE THE ACTUAL SERVICES FUNDED UNDER THE CORRESPONDING RFP IN THE TABLE BELOW

<u>Service Category</u>	<u>Amount</u>
-------------------------	---------------

-- Sample contract document only; subject to change. --
(This is the form of agreement the County anticipates awarding to the selected Proposer, as may be amended in accordance with changes to local, state or federal requirements.)

For Quality Management Services for the Ryan White Part A Program:
For Quality Management Services for the Minority AIDS Initiative Program:
For Staff Support Services for the Miami-Dade HIV/AIDS Partnership:

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

Article IX
Project Budget and Method of Payment

- 9.1 The SUBRECIPIENT agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. The non-Federal entity may elect "pay in advance" in accordance with 45 CFR 75.305 of the Uniform Guidance if it has submitted documentation to support its ability to comply with the Federal requirements for advance payment and is subsequently approved by the COUNTY. The SUBRECIPIENT is required to use the County-approved "Request for Payment Form" provided by the COUNTY and to submit such form to the County during the term of this Agreement. Failure to submit monthly reimbursement request(s) and the summary of monthly activities performed in a manner satisfactory to the COUNTY by the twentieth (20th) day of each month following the month in which services were delivered, shall render the SUBRECIPIENT in non-compliance with this Article, unless the COUNTY has granted the SUBRECIPIENT an extension in writing. Or in the case of "pay in advance", monthly requests must be received by the 20th on the month preceding the month of service along with the prior month's actual expenditure amount. Notwithstanding the foregoing, if the 20th day of the month falls on a weekend or County-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. The COUNTY may require the SUBRECIPIENT to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. Failure to comply with these

documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.

- A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SUBRECIPIENT as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SUBRECIPIENT as condition precedent to resumption of payments and shall specify a reasonable date for compliance.
- B. For non-governmental SUBRECIPIENTS, no payments will be made without original and non-expired certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY's Internal Services Department, Risk Management Division, as specified under Article XI, Section 11.2 of this Agreement.
- C. The contract close-out invoice along with any outstanding reports shall be submitted no later than thirty (30) calendar days (i.e., Tuesday, March 30, 2021) following the end of this Agreement's contract period. If the SUBRECIPIENT fails to comply, all rights to related payment will be forfeited. **No extensions will be granted. No exceptions.**

9.2 At the option of the COUNTY, reimbursement shall be consistent with the SUBRECIPIENT's approved Service Budget documents [line item budget(s), 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 (1) or more of the following items:

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

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

- B. Deliverables: Documentation of work performed under this Agreement as detailed in Exhibit A, Scope of Work, attached herewith;
- C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; or
- D. Overhead rate (administrative charge): as shown in approved Service Budget, Exhibit B, of this Agreement.

- 9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any grant funds disbursed to the SUBRECIPIENT to which the SUBRECIPIENT was not entitled, or for which SUBRECIPIENT's supporting documentation could not be found or was found to be incomplete or illegible. Upon written notice to the SUBRECIPIENT, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SUBRECIPIENT. Upon withholding or seeking reimbursement from the SUBRECIPIENT, the COUNTY has the right to retain said grant funds. Notice shall be provided by the COUNTY to the SUBRECIPIENT in a timely manner, not to exceed thirty (30) calendar days from the date the COUNTY is informed by the SUBRECIPIENT or other source, or the COUNTY discovers through its independent inspection, review, or audit pursuant to Article II, Sections 2.1 (J) and (K) of this Agreement that the SUBRECIPIENT was not entitled to any or all grant funds claimed under this or any current or prior Agreement between the SUBRECIPIENT and the COUNTY. Notwithstanding the COUNTY's rights as described herein, the COUNTY shall communicate and work with the SUBRECIPIENT to ensure compliance with this Agreement and to further ensure that the issuance of the notice described in this Section 9.3 is warranted.
- 9.4 The SUBRECIPIENT's actual expenditures may not deviate more than 15% per line item on the most current approved Service Budget(s), attached herein as Exhibit B, without written approval from the COUNTY. Line items may not be added to the budget or Final Line Item Expenditure Report without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.
- 9.5 Budget revision requests must be submitted to the Office of Management and Budget-Grants Coordination (OMB)/Ryan White Program no later than thirty (30) calendar days prior to the end of the term identified in Article XIII, Section 13.1 of this Agreement. Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the SUBRECIPIENT.
- 9.6 The SUBRECIPIENT agrees to send all contract documents, budget packets, invoices, reports, and budget revision requests to the following address, unless otherwise directed by the COUNTY in writing:
- Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director
- 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 SUBRECIPIENT and COUNTY.

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

Article X
Representations and Warranties

- 10.1 The SUBRECIPIENT represents and warrants to the COUNTY as follows:
- A. **Organization.** The SUBRECIPIENT is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The SUBRECIPIENT is aware of and is in compliance with all material applicable State and Federal laws.
- B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SUBRECIPIENT. The execution of this

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

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

Article XI
Indemnification and Insurance

11.1 **Indemnification by the SUBRECIPIENT.**

- A. **Non-Governmental SUBRECIPIENT Indemnification.** The SUBRECIPIENT shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SUBRECIPIENT or its employees, agents, servants, partners, principals, or subcontractors. The SUBRECIPIENT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The SUBRECIPIENT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the SUBRECIPIENT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.
- B. **Term of Indemnification.** The provisions of Article XI, Section 11.1 shall survive the expiration or termination of this Agreement.

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

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

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

- B. Workers’ Compensation Insurance for all employees of the SUBRECIPIENT as required by Florida Statutes, Chapter 440.
- C. Commercial General Liability Insurance in an amount not less than \$300,000.00 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 \$300,000.00* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SUBRECIPIENTs supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.00.

- E. Professional Liability Insurance in the name of the SUBRECIPIENT, when applicable, in an amount not less than \$250,000.00.
- F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

(1) The company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

- G. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this Section or under any other section of this Agreement.
- H. The COUNTY reserves the right to inspect the SUBRECIPIENT’s original insurance policies at any time during the term of this Agreement.

- I. **Failure to Provide and Maintain Certificates of Insurance.** The SUBRECIPIENT shall be responsible for assuring that the insurance certificates that are 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 or have been canceled during the effective term, the SUBRECIPIENT shall be responsible for submitting new or renewed insurance certificates to the COUNTY prior to expiration.

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

Article XII **Conflict of Interest**

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

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

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

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

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

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

- 12.4 SUBRECIPIENT and COUNTY staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and Section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

Article XIII
Term of Agreement

- 13.1 **Effective Term.** The effective term of this Agreement shall commence on March 1, 2020 and terminate at the close of business on February 28, 2021.

The COUNTY, for a total of not more than five (5) years following the term of the original new contract, may renew the Agreement in successive one-year increments, provided that all the material 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) of this Agreement, as may be amended or revised and approved by the COUNTY during the contract period, are met. Additionally, the SUBRECIPIENT 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 SUBRECIPIENT to agree to said renewal of this Agreement, does not constitute a breach of this Agreement. However, if the SUBRECIPIENT does not agree to renew this Agreement, the SUBRECIPIENT shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal notification. The SUBRECIPIENT shall submit to the COUNTY a transition plan for the SUBRECIPIENT's clients for all services included in this Agreement at a mutually agreed upon date. Said transition plan shall include appropriate arrangements (i.e., referrals to other SUBRECIPIENTS or funding streams) which are made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SUBRECIPIENT will be responsible for ensuring that special needs and rights of service recipients (clients) are taken into account, to all extent possible, when referrals are made.

Article XIV
Suspension, Debarment and Termination

- 14.1 **Suspension.**

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

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

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

14.2 **Debarment.**

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

14.3 **Termination.**

- A. **Termination at Will** - This Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY or the SUBRECIPIENT materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SUBRECIPIENT will have five (5) business days from the day the notice is

delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement. However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.

- B. **Termination for Convenience** - The COUNTY may terminate this Agreement by written notice in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of grant funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the COUNTY determines in the case of partial termination that the reduced or modified portion of the contract award will not accomplish the purposes for which the grant was made, it may terminate the Agreement in its entirety. The COUNTY will consider the SUBRECIPIENT's request for termination for convenience on a case-by-case basis, and shall not unreasonably deny said request as long as the SUBRECIPIENT has satisfactorily demonstrated to the COUNTY that such termination for convenience would not impair or hinder service delivery to the SUBRECIPIENT's clients.

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

- C. **Termination Because of Lack of Funds** - In the event grant funds to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than thirty (30) calendar days' notice in writing to the SUBRECIPIENT. Said notice shall be sent either by electronic mail, facsimile, certified mail with return receipt, or in person with proof of delivery. The COUNTY shall be the final authority to determine whether or not grant funds are available.
- D. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SUBRECIPIENT is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not materially complying with any term or provision provided herein, including the following:
- (1) The SUBRECIPIENT ineffectively or improperly uses the grant funds allocated under this Agreement;
 - (2) The SUBRECIPIENT does not furnish the Certificates of Insurance required by Article XI, Section 11.2, of this Agreement, if applicable, or the insurance expires or is canceled, or as otherwise determined by the COUNTY's Internal Services Department, Risk Management Division;
 - (3) The SUBRECIPIENT does not submit or submits incomplete or incorrect required reports;

- (4) The SUBRECIPIENT refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SUBRECIPIENT's programs funded under this Agreement;
- (5) The SUBRECIPIENT discriminates under any of the laws outlined in this Agreement;
- (6) The SUBRECIPIENT, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the related Code of Miami-Dade County;
- (7) The SUBRECIPIENT falsifies or violates the provisions of the Drug Free Workplace Affidavit;
- (8) The SUBRECIPIENT attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
- (9) The SUBRECIPIENT fails to correct deficiencies found during a monitoring visit, evaluation, desk audit, or record review within the specified time;
- (10) The SUBRECIPIENT fails to meet the material terms and conditions of any obligation under any contract or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;
- (11) The SUBRECIPIENT fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement), the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement), the Subcontractor/Supplier Affidavit, if applicable (Exhibit C, Attachments C.1 and C.2, of this Agreement), the Collusion Affidavit (Exhibit C, Attachment D, of this Agreement), the Due Diligence Affidavit (Exhibit C, Attachment E, of this Agreement), and the Federal Subaward Notification (Exhibit C, Attachment G, of this Agreement); or
- (12) The SUBRECIPIENT fails to fulfill in a timely and proper manner any and all of its material obligations, covenants, agreements, and stipulations in this Agreement.
- (13) The SUBRECIPIENT fails to adhere to the tracking and reporting requirements for advance payments in accordance with the Uniform Guidance, 45 CFR § 75.305.

The SUBRECIPIENT shall be given written notice of the claimed breach and ten (10) business days to cure same. Unless the SUBRECIPIENT's breach is waived by the COUNTY in writing, or unless the SUBRECIPIENT fails, after receiving

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

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

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

Article XV **Event of Default**

- 15.1 An Event of Default shall mean a breach of this Agreement by the SUBRECIPIENT. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- A. the SUBRECIPIENT has not delivered Deliverables in a timely manner.
 - B. the SUBRECIPIENT has refused or failed, except in case for which a written notice of an extension of time is provided, to supply enough properly skilled Staff/Personnel;
 - C. the SUBRECIPIENT has failed to make prompt payment to subcontractors or

- suppliers for any Deliverables;
- D. the SUBRECIPIENT has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SUBRECIPIENT's creditors, or the SUBRECIPIENT has taken advantage of any insolvency statute or debtor/creditor law or if the SUBRECIPIENT's affairs have been put in the hands of a receiver;
 - E. the SUBRECIPIENT has failed to obtain the approval of the COUNTY where required by this Agreement;
 - F. the SUBRECIPIENT has failed to provide "adequate assurances" as required under Section 15.2 below;
 - G. the SUBRECIPIENT has failed in the representation of any warranties stated herein;
 - H. the SUBRECIPIENT has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and in Article II, Section 2.1 (NN) of this Agreement;
 - I. the SUBRECIPIENT has failed to comply with any other requirements set forth in this Agreement; or
 - J. the SUBRECIPIENT or its staff are indebted to the United States, and has a judgment lien filed against them for a debt to the United States. In such cases the organization or individual is ineligible to receive a federal grant. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, guaranteed and direct student loans, benefits that were overpaid, etc.). If an organization or individual is delinquent on federal debt, they should submit an explanation to the COUNTY that includes proof that satisfactory arrangements have been made with the Agency to which the debt is owed.
- 15.2 When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the SUBRECIPIENT's ability to perform the Services or any portion thereof, the COUNTY may request that the SUBRECIPIENT, within the time frame set forth in the COUNTY's request, provide adequate assurances to the COUNTY, in writing, of the SUBRECIPIENT's ability to perform in accordance with terms of this Agreement. Until the COUNTY receives such assurances, the COUNTY may request an adjustment to the compensation received by the SUBRECIPIENT for portions of the services which the SUBRECIPIENT has not performed. In the event that the SUBRECIPIENT fails to provide to the COUNTY the requested assurances within the prescribed time frame, the COUNTY may:
- A. treat such failure as a repudiation of this Agreement;
 - B. resort to any remedy for breach provided herein or at law, including, but not limited to, taking over the performance of the services or any part thereof either by itself

or through others.

- 15.3 In the event the COUNTY shall terminate this Agreement for default, the COUNTY or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, excluding such original reports, documents, and data that must remain in custody of the SUBRECIPIENT for regulatory reasons, statutory reasons, or accreditation requirements.

Article XVI

Notice of Default – Opportunity to Cure/Termination

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

Article XVII

Remedies in the Event of Default

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

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

Article XVIII

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

18.1 Independent Private Sector Inspector General Reviews

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

18.2 Miami-Dade County Inspector General Review

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance

contracts; (h) revenue-generating contracts; (l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000.00; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m) federal, state and local government-funded grants**; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

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

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

18.3 **DHHS Inspector General**

Pursuant to Article II, Section 2.1 (J) of this Agreement, authorized representatives of the DHHS may audit SUBRECIPIENT's books, records and electronic files. The DHHS Inspector General also maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Reports are kept confidential and callers may decline to give their names if they choose to remain

anonymous. Contact: Office of Inspector General, U.S. Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, DC 20201; Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS); Fax: 1-800-223-8164; TTY: 1-800-377-4950; or on-line at <https://oig.hhs.gov/contact-us/>.

Article XIX
Miscellaneous Provisions

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

If to the COUNTY:

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

If to the SUBRECIPIENT:

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

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

- 19.2 This Agreement, in conjunction with the SUBRECIPIENT's approved service proposal submitted in response to a corresponding Request for Proposals process conducted by the COUNTY and incorporated herein by reference, is the complete and exclusive statement of all the arrangements between the COUNTY and the SUBRECIPIENT regarding the provision of the services described in Exhibit A and Exhibit B of this Agreement.

- 19.3 In addition, the SUBRECIPIENT must comply with all applicable COUNTY contracting requirements, including all required affidavits referenced in this Agreement.
- 19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SUBRECIPIENT, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State, and Federal governments. The parties intend to comply with applicable law and regulations governing health care service provision. The parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.
- 19.5 Nothing herein shall alter, affect, modify, change, or extend any other agreement between the SUBRECIPIENT and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SUBRECIPIENT or its Subcontractor(s) for the purpose of this Agreement, including all information stored in the local Ryan White Program Management Information System, shall become the property of the COUNTY, unless otherwise required by law or regulation, without restriction, reservation or limitation of their use and shall be made available by the SUBRECIPIENT or its Subcontractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated or performed under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.
- 19.7 Subject to the General Provisions of Public Law 115-31, the following legislative mandate applies (Division H, Title V, Section 505):

HRSA Recipients, such as the COUNTY, are required to include specific language when issuing statements, press releases, request for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. As HRSA requires the COUNTY to include this language, the COUNTY hereby requires the SUBRECIPIENT to also use the following statements on all products produced when using HRSA funds in whole or in part:

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

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

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

- 19.8 Under no circumstances shall the SUBRECIPIENT without the express written consent of the COUNTY:
- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the Work being performed hereunder, unless the SUBRECIPIENT first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
 - B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the COUNTY; and
 - C. Except as may be required by law, the SUBRECIPIENT and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the SUBRECIPIENT or such parties has been approved or endorsed by the COUNTY or the Federal government.
- 19.9 In accordance with Miami-Dade County Administrative Order No. 3-29, SUBRECIPIENTS that are in arrears to the COUNTY in excess of the enforcement threshold are prohibited from obtaining new COUNTY contracts or extensions of contracts until such time as the arrearage has been paid in full or the COUNTY has agreed in writing to an approved payment plan.
- 19.10 In accordance with Miami-Dade County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for COUNTY contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any COUNTY purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SUBRECIPIENT is required to submit an affidavit (see Exhibit C, Attachment D, of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

Article XX
Business Applications and Forms

- 20.1 Business Application. If applicable, the SUBRECIPIENT shall be a registered vendor with the COUNTY's Internal Services Department, Procurement Management Division, for the duration of this Agreement. It is the responsibility of the SUBRECIPIENT to file the

appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

- 20.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the Miami-Dade County's Commission on Ethics and Public Trust prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Miami-Dade County Commission on Ethics and Public Trust. The Ethics Commission can be reached by calling the Ethics 24-hour Hotline at (786) 314-9560, or by visiting the Ethics Commission's website at: <http://ethics.miamidade.gov/contact.asp>.

Article XXI

Patent and Copyright Indemnification

- 21.1 The SUBRECIPIENT warrants that all Deliverables furnished hereunder, including but not limited to, equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.
- 21.2 The SUBRECIPIENT shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Deliverables furnished hereunder. Accordingly, the SUBRECIPIENT at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.
- 21.3 In the event any Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SUBRECIPIENT shall have the obligation to, at the COUNTY's option to (1) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (2) procure for the COUNTY, at the SUBRECIPIENT's expense, the rights provided under this Agreement to use the item(s).

- 21.4 The SUBRECIPIENT shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The SUBRECIPIENT shall enter into agreements with all suppliers and subcontractors at the SUBRECIPIENT'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 SUBRECIPIENT acknowledges that the Agreement and any other documents submitted to the COUNTY or obtained by the COUNTY pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset. Notwithstanding the foregoing, should information be deemed confidential and/or statutorily exempted from disclosure pursuant to the provisions and the limitations of Section 395.3035, Florida Statute, as it may be amended, or otherwise, the parties agree that such information shall be afforded the appropriate statutory protections.

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

- 23.1 All transactions are subject to the terms of the documents listed below, which are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between this Agreement and Exhibits "A" through "C" will be resolved in the order in which they are listed.
 - A. The Terms and Conditions in this Agreement;
 - B. The special conditions contained in Exhibits "A" through "C" attached herewith:
 - (1) Exhibit A – Scope of Work
 - (2) Exhibit B – Budget
 - (3) Exhibit C – Affidavits and Authorized Signatures:

-- Sample contract document only; subject to change. --
(This is the form of agreement the County anticipates awarding to the selected Proposer, as may be amended in accordance with changes to local, state or federal requirements.)

- Miami-Dade County Affidavits (Attachment A)
- State Public Entities Crime Affidavit (Attachment B)
- Subcontractor and Supplier Affidavit (Provider's Disclosure of Subcontractors and Suppliers) (Attachment C.1)
- ISD Form 7 – Subcontractor/Supplier Listing (Attachment C.2)
- Collusion Affidavit (Attachment D)
- Due Diligence Affidavit (Attachment E)
- Authorized Signature Form (Attachment F)
- Federal Subaward Notification (Attachment G)

Article XXIV
Rules of Interpretation

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

Article XXV
Survival

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

Article XXVI
Nature of the Agreement

- 26.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in

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

- 26.2 The SUBRECIPIENT shall provide the services set forth in the Scope of Work, and render full and prompt cooperation with the COUNTY in all aspects of the Services and Deliverables performed hereunder.
- 26.3 The SUBRECIPIENT acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work, Deliverables, and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the SUBRECIPIENT shall perform the same as though they were specifically mentioned, described and delineated.
- 26.4 The SUBRECIPIENT acknowledges that the COUNTY shall be responsible for making all policy decisions regarding the Scope of Work. The SUBRECIPIENT agrees to provide input on policy issues in the form of recommendations. The SUBRECIPIENT agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the COUNTY. The SUBRECIPIENT agrees to act in an expeditious and fiscally sound manner in providing the COUNTY with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

Article XXVII **Mutual Obligations**

- 27.1 This Agreement, including all exhibits, attachments, and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 27.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SUBRECIPIENT and HRSA, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the COUNTY makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Services provided by the SUBRECIPIENT. The SUBRECIPIENT shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the COUNTY.

- 27.3 The Parties acknowledge that the Ryan White Program Part A grant funds, including MAI grant funds where applicable, allocated to the SUBRECIPIENT, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such grant funds. Accordingly, neither the SUBRECIPIENT nor any other participating party, shall succeed to any rights or benefits of the COUNTY under the COUNTY's Notice of Award with HRSA, or attain any privileges, authorities, interests, or rights in or under the COUNTY's Notice of Award. The SUBRECIPIENT further agrees to include this disclaimer in each of its future agreements or contracts with any partner, participating party, or any other party involving the use of the Ryan White Program Part A grant funds, including MAI grant funds where applicable.
- 27.4 The Parties acknowledge that nothing contained in the COUNTY's Notice of Award with HRSA, or in any agreement between the parties shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HRSA, except between HRSA and the COUNTY as provided under the terms of the COUNTY's Notice of Award.
- 27.5 In those situations where this Agreement imposes an indemnity obligation on the SUBRECIPIENT, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SUBRECIPIENT fails to diligently defend such claims, and thereafter seek indemnity for costs from the SUBRECIPIENT.
- 27.6 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SUBRECIPIENT and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 27.7 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.
- 27.8 This Agreement shall be governed under the laws of the State of Florida as to all matters, including, but not limited to, matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.
- 27.9 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.
- 27.10 This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

Article XXVIII
Manner of Performance

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

[ENTER SUBRECIPIENT'S FULL LEGAL NAME]

MIAMI-DADE COUNTY

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Authorized Person OR Notary Public

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

Print Name: _____

By: _____

Title: _____

Name: _____
Deputy Clerk

Date: _____

Date: _____

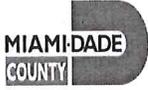
Corporate Seal OR Notary Seal/Stamp

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

EXHIBIT C

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



Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

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

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773

www.miamidade.gov/procurement

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

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

FEIN _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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

NAICS Code _____

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

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

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

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

City

State (U.S.A.)

Country

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS

OWNERS

CHECK BOXES BELOW

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

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

OTHER CORPORATIONS	% OF OWNERSHIP

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

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

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

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

		NUMBER OF EMPLOYEES	
		<u>Males</u>	<u>Females</u>
	White		
	Black		
	Hispanic		
	Asian/Pacific Islander		
	Native American/Alaskan Native		
	Other		
Total Number of Employees			
		Total Employees	

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

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

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

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

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

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

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

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

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

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

- The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
- The Rehabilitation Act of 1973, 29 U.S.C. Section 794
- The Federal Transit Act, as amended, 49 U.S.C. Section 1612
- The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

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

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

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

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

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

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

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

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

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

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

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

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

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

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

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

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

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

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

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

AFFIRMATION

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

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

(Signature of Affiant)

(Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public –
State of: _____

State

County of

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

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

Type of Identification Produced _____

Signature of Notary Public

(Serial Number)

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal
(When applicable)

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

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

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

by _____
(print name of entity submitting sworn statement)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

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

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

(Signature)

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

Personally known _____

OR Produced Identification _____ Notary Public-State of _____

_____ My commission expires _____
(Type of Identification)

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

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

Provider's Name: _____

1. REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

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

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

Name of Subcontractor or Sub-consultant

City and State

Provider's Name: _____

2. REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

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

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

Name of Supplier

City and State

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

Signature of Authorized Representative:

Title: _____

Date: _____

Firm Name: _____

Fed. ID No. _____

Address: _____

City/State Zip: _____

Telephone: () _____

Fax: () _____

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

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

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

PRIME CONTRACTOR/VENDOR: _____

FEIN: _____

PROJECT/CONTRACT NAME: _____

PROJECT/CONTRACT NUMBER: _____

CONTRACT AWARD DATE: _____

CONTRACT AWARD AMOUNT: _____

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

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

Signature

Print Name and Title

Date

For Departmental Use Only

Department Signature

Print Name and Title

Date

Contractor in Compliance

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

ATTACHMENT C.2.2

Summary

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

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

Definitions

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

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

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

County means Miami-Dade County.

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

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

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

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

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

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

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

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

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

Contracting Department

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

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

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

(2) Subcontractors Payment Report (Sub 200) form

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

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

User Departments

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

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

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

Small Business Development (SBD)

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

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

Attachment A: Compliance Reminders

REMINDER FROM USER DEPARTMENT

Dear Contractor,

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

FINAL REMINDER FROM USER DEPARTMENT

Dear Contractor,

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

COLLUSION AFFIDAVIT

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

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

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

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

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

OR

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

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

By: _____
Signature of Affiant

_____ 20 ____
Date

Printed Name of Affiant and Title

____/____-____/____/____/____/____/____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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 _____

(MUST BE PLACED ON SUBRECIPIENT'S LETTERHEAD)
AUTHORIZED SIGNATURE FORM

DATE: _____

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

NAME (please type)

TITLE (please type)

SIGNATURE

I. Prime Contracts and Subcontracts

_____	_____	_____
_____	_____	_____
_____	_____	_____

II. Checks (List amount limits)

_____	_____	_____
_____	_____	_____
_____	_____	_____

III. Budget Revision Requests

_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. Payment Requests

_____	_____	_____
_____	_____	_____

**MIAMI-DADE COUNTY
RYAN WHITE PART A/MAI PROGRAM
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2020-21 (YR 30)**

In accordance with the 45 CFR § 75.352, as may be amended, the following is official notification from the pass-through entity (COUNTY) to the subrecipient named below regarding the federal subaward for Ryan White Program services covering the period of March 1, 2020 through February 28, 2021. These funds are made available in accordance with Part A of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87), and its related legislation and regulations.

1) FEDERAL AWARD IDENTIFICATION:

i	Subrecipient Name: <i>(must match registered name in DUNS)</i>	[TO BE DETERMINED]
ii	Subrecipient's Data Universal Numbering System (DUNS) Number:	[TO BE DETERMINED]
iii	Federal Award Identification Number (FAIN):	H89HA00005
iv (a.)	Federal Award Amount to Pass-Through Entity	[TO BE DETERMINED]
iv (b.)	Federal Award Date:	[TO BE DETERMINED]
v	Subaward Period of Performance Start and End Date:	March 1, 2020 through February 28, 2021
vi	Amount of Federal Funds Obligated by this action (by the pass-through entity to the subrecipient by this action):	[TO BE DETERMINED]
vii	Total Amount of Federal Funds Obligated to the subrecipient [by the pass-through entity including the current obligation]:	[TO BE DETERMINED]
viii	Total Amount of the Federal Award [committed to the subrecipient by the pass-through entity]:	[TO BE DETERMINED]

**MIAMI-DADE COUNTY
 RYAN WHITE PART A/MAI PROGRAM
 FEDERAL SUBAWARD NOTIFICATION
 Fiscal Year 2020-21 (YR 30)**

ix	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	FFATA currently does not apply to existing Type 2 grants (i.e., competing continuation awards whose new awards were on or before October 2010).
x	Name of HHS awarding agency:	U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA)
	Pass-through entity: Contact information for awarding official:	Miami-Dade County Daniel T. Wall, Assistant Director Miami-Dade County Office of Management and Budget-Grants Coordination 111 N.W. 1 st Street, 22 nd Floor Miami, FL 33128 T (305) 375-4742 Email: Daniel.Wall@miamidade.gov
xi	Catalog of Federal Domestic Assistance (CFDA) Number and Name:	CFDA # 93.914 - HIV Emergency Relief Project Grants; see #4 below.
xii	Is this award a Research and Development (R&D) grant?	No.
xiii	Indirect cost rate for the Federal award (including if the de minimis rate is charged)?	Up to 10%; see #5 below.

- 2) All requirements imposed by the pass-through entity (COUNTY) on the SUBRECIPIENT so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award are included herewith in the accompanying FY 2020 Professional Services Agreement for Ryan White Program Services, including its Exhibits and Attachments;

- 3) Any additional requirements that the pass-through entity (COUNTY) imposes on the SUBRECIPIENT in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports are also included herewith in the accompanying FY 2020 Professional Services Agreement for Ryan White Program services, including its Exhibits and Attachments;

MIAMI-DADE COUNTY
RYAN WHITE PART A/MAI PROGRAM
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2020-21 (YR 30)

- 4) In accordance with 45 CFR § 75.352 (a)(1)(xi), as may be amended, the dollar amount made available, CFDA number and Program Name are provided at the time of each disbursement. Please refer to the REQUEST FOR PAYMENT form for details.
- 5) An approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity (COUNTY) and the SUBRECIPIENT in compliance with 45 CFR § 75.352, or a de minimis indirect cost rate as defined in 45 CFR § 75.414(f) Indirect (F&A) costs, paragraph (b) of this Part;
- 6) A requirement that the SUBRECIPIENT permit the pass-through entity (COUNTY) and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the pass-through entity to meet the requirements of this part (45 CFR part 75) are included herewith in the accompanying FY 2020 Professional Services Agreement for Ryan White Program services; and
- 7) Appropriate terms and conditions concerning closeout of this subaward are also included herewith in the accompanying FY 2020 Professional Services Agreement for Ryan White Program services. Additional information will be communicated to SUBRECIPIENT in advance of any related reporting deadlines.

ADDITIONAL REQUIREMENT REGARDING ACCESS TO RECORDS:

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

The information above regarding this federal subaward is current as of: Click here to enter text.

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

Prepared by:

Reviewed by:

Signature:

Signature:

Name: Click here to enter text.

Name: Carla Valle-Schwenk

Title: Contracts Officer

Title: Ryan White Program Administrator

Date: Click here to enter text.

Date: Click here to enter text.



Appendix I

Acknowledgment of Addendum / a

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**

ACKNOWLEDGEMENT OF ADDENDUM / A

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__

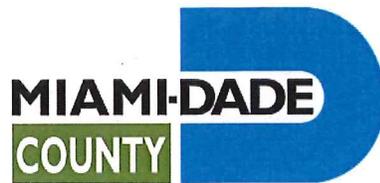
PART II:

___ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Full Legal Name of Proposing Organization:



Appendix J

**Affidavit of Miami-Dade County
Lobbyist Registration for Oral
Presentation**

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**



**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title: Solicitation No.:
 (2) Department:
 (3) Proposer's Name:
 Address: Zip:
 Business Telephone: E-Mail:

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

Name	Title	Employed By	Email Address

(ATTACH ADDITIONAL SHEETS 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.

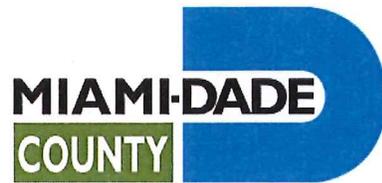
(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Revised 1/2/14



Appendix K

Contractor Due Diligence

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : Federal Employer Identification Number (FEIN):

Contract Title:

Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Name of Firm Date

Address of Firm State Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20__

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

Type of identification produced _____

Signature of Notary Public Serial Number

Print or Stamp of Notary Public Expiration Date Notary Public Seal



Appendix L

Public Entity Crime Affidavit

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

**STAFF SUPPORT SERVICES FOR THE
MIAMI-DADE HIV/AIDS PARTNERSHIP**

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

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

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

by _____
(print name of entity submitting sworn statement)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

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

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

(Signature)

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

Personally known _____

OR Produced Identification _____ Notary Public-State of _____

_____ My commission expires _____
(Type of Identification)

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



Appendix M

Fair Subcontracting Policies

**Request for Proposals
(RFP No. RW-QMSS-0320)**

**CLINICAL QUALITY MANAGEMENT SERVICES
FOR THE RYAN WHITE PROGRAM**

AND

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MIAMI-DADE HIV/AIDS PARTNERSHIP**



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



Appendix N

Subcontractor/Supplier Listing

**Request for Proposals
(RFP No. RW-QMSS-0320)**

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