



**REQUEST FOR PROPOSALS (RFP) No. EHE-0521
FOR
ENDING THE HIV EPIDEMIC (EHE)
HEALTHTEC AND QUICK CONNECT SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

Tuesday, February 16, 2021 at 10:00 a.m. (local time)
(by virtual Zoom meeting - see Section 4.3 of this RFP document)

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: HIV-AIDS@miamidade.gov

PROPOSAL RESPONSES DUE:

NO LATER THAN MONDAY, MARCH 8, 2021, BY 4:00 P.M. (LOCAL TIME)
(SEE NEXT PAGE FOR SPECIFIC SUBMISSION INSTRUCTIONS)

PROPOSAL SUBMISSION INSTRUCTIONS:

DUE TO ONGOING COVID-19 PRECAUTIONS AND SOCIAL DISTANCING RECOMMENDATIONS, THE PROCESS OF SUBMITTING APPLICATIONS IN RESPONSE TO THIS RFP ARE **LIMITED TO THE TWO OPTIONS BELOW ONLY.**

PLEASE PLAN ACCORDINGLY.

SUBMIT COMPLETE PROPOSAL TO:

Daniel T. Wall, Assistant Director, OMB & RFP Contracting Officer

OPTION #1: In Person, hand-delivered on March 8, 2021, BETWEEN 2:00 p.m. and 4:00 p.m. (local time) ONLY to:

MIAMI-DADE COUNTY
STEPHEN P. CLARK CENTER (SPCC)
111 NW 1st STREET
MIAMI, FL 33128

*(TABLE IN LOBBY – EAST ATRIUM - NEAR GOLDEN PASSPORT OFFICE;
MUST WEAR FACE MASK / FACE COVERING)*

OPTION #2: By Federal Express (FedEx) mail delivery – must be received in the County Clerk’s Office no later than 4:00 p.m. (local time) on March 8, 2021, at:

MIAMI-DADE COUNTY
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER (SPCC)
111 NW 1st STREET, 17th FLOOR, SUITE 17-202
MIAMI, FL 33128

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, AND SUBMITTED FOLLOWING OPTION #1 OR 2 ON PAGE 2 OF THIS RFP DOCUMENT, 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/EHE-0521/EHE-0521-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 \$1,732,084 FOR FISCAL YEAR 2020 (YEAR 1: MARCH 1, 2020 THROUGH FEBRUARY 28, 2021) SPECIFICALLY FOR ENDING THE HIV EPIDEMIC (EHE) COOPERATIVE AGREEMENT. YEAR 2 (MARCH 1, 2021 THROUGH FEBRUARY 28, 2022) OF THE EHE COOPERATIVE AGREEMENT IS ANTICIPATED TO BE NO LESS THAN THE AMOUNT IN YEAR 1, WITH THREE MORE PROJECT YEARS, SUBJECT TO ONGOING CONGRESSIONAL APPROPRIATIONS AND AVAILABILITY OF FUNDS. ZERO PERCENTAGE (0%) OF THESE FUNDS WILL BE FINANCED WITH NON-GOVERNMENTAL SOURCES. THE CONTENTS OF THIS RFP SOLICITATION 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.

**RFP No. - EHE-0521
FOR
ENDING THE HIV EPIDEMIC (EHE)
HEALTHTEC AND QUICK CONNECT**

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1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction, Services to be Funded, Purpose and Acknowledgment of Funding Source, Background, Coordination with Part A and Part B Services, Number of Contracts, and Term of Agreement****Introduction**

This solicitation announces the opportunity to apply for a grant from Miami-Dade County using funding for the Ending the HIV Epidemic Initiative (EHE), as administered by the federal Health Resources and Services Administration (HRSA) HIV/AIDS Bureau (HAB).

Miami-Dade County, 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 experienced, public or private, non-profit and other, health and/or support service providers (subrecipients), hereinafter referred to as the "Proposer," **to provide program-allowable services to program-eligible people with HIV in Miami-Dade County, through one or both of the following service categories.** HealthTec services are prioritized to be funded first, subject to ongoing appropriations by Congress and adequate funding from HRSA. Recommended awards under this RFP for the Quick Connect component are dependent upon the federal EHE amount awarded to Miami-Dade County in Years 2 through 5 of the cooperative agreement,

Services to be Funded (See Sections 3.2, 3.17.1 and 3.17.2 for more details)

- **HealthTec Services:**
 - 1) **Infrastructure Network and Technology**
 - Build infrastructure network and identify and acquire technology (equipment, internet/phone service, etc.) resources.
 - 2) **EHE HealthTec Services**
 - Implement EHE HealthTec services, including regular interdisciplinary case conferencing.
 - 3) **Collaboration**
 - Collaborate with other programs serving HIV to reach clients at high-risk for treatment non-adherence.
- **Quick Connect Services:**
 - 1) **HIV Education for Non-Ryan White Program (RWP)-Funded Medical Practitioners**
 - Promote capacity building by educating non-RWP-funded medical practitioners (in clinics, hospitals, and ERs) about HIV clinical guidelines, referral options, and available resources.
 - 2) **HIV Treatment Information Dissemination**
 - Identify or develop information that promotes the benefits of HIV treatment adherence and provide this information to EHE Quick Connect team(s) for use in hospitals, clinic, or emergency room encounters.
 - 3) **Link to HIV Care by EHE Quick Connect Team on TTRA Model (see Appendix J for details)**
 - Facilitate linkages to HIV care [Ryan White Program (RWP) or non-RWP] by EHE Quick Connect team(s) following the local Test and Treat / Rapid Access (TTRA) model

especially for, but not limited to, people with HIV who are not eligible for RWP services; conduct regular follow-up to ensure EHE Quick Connect clients are connected to a medical home and retained in care and to monitor their viral load.

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

Purpose

The national Ending the HIV Epidemic (EHE) initiative seeks to implement effective and innovative strategies, interventions, approaches, and services to reduce new HIV infections in the United States to less than 3,000 per year by 2030. The following is an excerpt from HRSA corresponding Notice of Funding Opportunity (NOFO) HRSA-20-078 (edited for formatting and clarity):

"The EHE Initiative has four pillars, or key strategies:

- Pillar One: **Diagnose** all people with HIV as early as possible;
- Pillar Two: **Treat** people with HIV rapidly and effectively to reach sustained viral suppression;
- Pillar Three: **Prevent** new HIV transmissions by using proven interventions, including pre-exposure prophylaxis (PrEP) and syringe services programs (SSPs); and
- Pillar Four: **Respond** quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them.

HRSA and the Centers for Disease Control and Prevention (CDC), along with the National Institutes of Health (NIH) Centers for AIDS Research (CFARs), the Indian Health Service (IHS), and the Substance Abuse and Mental Health Services Administration (SAMHSA) are collaborating on the implementation of each of these Pillars. At the most general level:

- Pillar One is led by CDC and, among many activities, includes working with the HRSA Health Center Program to increase testing among Health Center Program patients;
- Pillar Two is led by HRSA and focuses on providing access to HIV care and treatment through the RWHAP and the Health Center Program, including working with CDC funded organizations and/or CDC staff to link people with HIV, newly diagnosed or re-identified through testing programs, to care;
- Pillar Three is co-led by CDC and HRSA with the HRSA Health Center Program focusing on providing PrEP related outreach, care coordination, medical services and medications supported by CDC efforts to promote PrEP among populations needing PrEP services as well as other prevention activities, such as syringe services programs (SSPs); and
- Pillar Four is led by CDC to rapidly detect HIV clusters and networks with support from the HRSA RWHAP and Health Center Program to provide HIV care and treatment or PrEP services through the Health Center Program, as applicable.

This HRSA HAB initiative is authorized under Section 311(c) of the Public Health Service Act, (42 U.S.C. § 243(c)) and title XXVI, (42 U.S.C. § 300ff-11 et seq.), with the funding to be used in conjunction with the RWHAP. As such, there is the opportunity for Ryan White HIV/AIDS Programs (RWHAP) funded under this announcement [i.e., NOFO HRSA-20-078] to have a broader approach to addressing HIV in their communities than what exists in services authorized by the RWHAP legislation. For example, for this Initiative, the only requirement for determining eligibility for service provision is that the individual has a documented HIV diagnosis; there is no requirement that individuals meet RWHAP

eligibility requirements. In addition, funded recipients are not limited to using the RWHAP service categories for this initiative. Recipients [and by extension in this RFP, Subrecipients] are encouraged to be innovative and creative as they design ways to use these funds to end the HIV epidemic in their jurisdiction [e.g., Miami-Dade County].

Proposed activities may include, but are not limited to: increasing organizational capacity; information dissemination and public outreach; community engagement; implementation of emerging practices, evidence-informed and/or evidenced-based interventions, particularly around linkage to care, retention in care, reengagement in care, and adherence counseling; the provision of needed client services; and data infrastructure development and systems linkages.

Funded recipients [and by extension in this RFP, Subrecipients] will utilize these initiative resources in conjunction with the RWHAP Parts A and B systems of HIV care and treatment to develop, implement, and/or enhance innovative approaches to engaging people with HIV who are newly diagnosed, not in care, and/or not virally suppressed. In addition, [Subrecipients] will provide rapid access to a comprehensive continuum of high-quality care and treatment services."

Miami-Dade County, as recipient of these funds, and any subrecipients funded under the RFP solicitation are "required to collaborate with the recipients of HRSA-20-079 Ending the HIV Epidemic: A Plan for America—Technical Assistance Provider (TAP) and HRSA-20-089 Ending the HIV Epidemic: A Plan for American—Systems Coordination Provider (SCP)." The TAP will provide technical assistance to Miami-Dade County and its EHE subrecipients on the "implementation of work plan activities, innovative approaches, and interventions." The SCP will assist Miami-Dade County and its EHE subrecipients "in coordinating initiative planning, funding resources, and programs with existing HIV care delivery systems. In addition, the SCP will assist in the identification of existing and new stakeholders, as well as collate and disseminate best practices, innovative approaches, and interventions identified by the TAP that facilitate the success of the initiative."

Background

The following is an excerpt from the corresponding NOFO HRSA 20-078:

Ending the HIV Epidemic

"In February 2019, the Administration announced a new initiative, [Ending the HIV Epidemic: A Plan for America](#). This 10-year initiative beginning FY 2020 seeks to achieve the important goal of reducing new HIV infections in the United States to less than 3,000 per year 2030. The first phase of the initiative will focus on 48 counties, Washington, D.C., San Juan, PR, and 7 states that have a substantial rural HIV burden. By focusing on these jurisdictions in the first phase of the initiative, the U.S. Department of Health and Human services (HHS) plans to reduce new HIV infections by 75 percent within 5 years. Across the United States, the initiative will promote and implement the four Pillars to substantially reduce HIV transmissions – Diagnose, Treat, Prevent, and Respond. This NOFO focuses on implementing activities in Pillar Two (Treat) and Pillar Four (Respond). The initiative is a collaborative effort among key HHS agencies, primarily HRSA, the Centers for Disease Control and Prevention (CDC), the National Institutes of Health (NIH), the Indian Health Service (HIS), and the Substance Abuse and Mental Health Services Administration (SAMHSA)."

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

When people with HIV are identified through Miami-Dade EHE efforts as being out of care, their eligibility for various support services and programs will be assessed. EHE resources will be used before Part A/MAI resources, where applicable. Those who are eligible for Ryan White Part A Program services (i.e., have income up to 400% of the Federal Poverty Level, reside in Miami-Dade County, and have no other resources to cover the care), as payer of last

resort, will be connected to Ryan White Part A/Minority AIDS Initiative (MAI) Program-funded services using the local TTRA model. Those who qualify for Part B services will be directed to available Part B programs. Those who do not qualify for Ryan White Program services based on income or ability to access other payer sources such as Medicaid, Medicare, or private insurance will have the assistance of a community navigator under the Quick Connect component to connect them to ongoing medical care and treatment in Miami-Dade; as this is not currently a service that is readily available in the community. Services such as housing stability support that are not locally feasible under the limitations of the Ryan White Part A Program (i.e., requirements to connect clients to long-term housing solutions within two years), due to the lack of affordable housing in the county, will be addressed using less restrictive EHE resources (in future years of the EHE cooperative agreement). See **Appendix J** for a Federal Poverty Level guidelines table.

Anticipated Number of Awards and Term of the Agreement(s)

The County anticipates awarding one or more contracts as a result of this RFP solicitation process, for an initial 9-month period, with up to three, one-year options to renew, at the County's sole discretion, based on contract performance, continued appropriations by Congress, and availability of adequate funds. The initial term of the contract(s) to be awarded shall be approximately nine (9) months, commencing no later than ten (10) days after approval by the board of County Commissioners and the County Mayor. The initial funding cycle is anticipated to begin on August 2, 2021, and continue through February 28, 2022. The options to renew would be for 12-month budget periods beginning in March and ending in February of each subsequent grant fiscal year of the options to renew.

Miami-Dade County will not have received notification of award for grant Fiscal Year (FY) 2021-2022 from the U.S. Department of Health and Human Services, Health Resources and Services Administration (DHHS/HRSA) by the time this RFP Solicitation is released. Thus, award recommendations are contingent on final award notification from the DHHS/HRSA and may be amended, reduced, or increased depending on the final award, which is expected after March 2021.

1.2 Timeline

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

02/09/2021, Tuesday	RFP No. EHE-0521 Released (12:00 noon local time) (Cone of Silence begins.) Here: https://www.miamidade.gov/grants/RFP/EHE-0521/EHE-0521-email-login.asp
02/16/2021, Tuesday	Pre-Proposal Conference (10:00 a.m. local time) – Zoom virtual meeting See front cover of this RFP document for date, time, and location and Section 4.3 for the Zoom link. Attendance is recommended but not mandatory. If you need a sign language interpreter, disability accommodations, or materials in an accessible format 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@miamidade.gov .
02/23/2021, Tuesday	Deadline for Receipt of Written Questions (5:00 p.m. local time)
02/25/2021, Thursday	RFP Addendum posted to the following Miami-Dade County Office of Management and Budget – Grants Coordination (OMB-GC) webpage: https://www.miamidade.gov/grants/RFP/EHE-0521/EHE-0521-email-login.asp

03/08/2021, Monday	Proposal Submission Deadline (by 4:00 p.m. local time) – See page 2 of this RFP solicitation document for important submission instructions
03/09/2021, Tuesday	Staff Review and Sorting of Proposals
03/15/2021, Monday	Selection Committee Kickoff Meeting and Training
03/15/2021 – 03/31/2021	Review/Selection Committee Process
04/02/2021, Friday	County Mayor Issues Preliminary Recommendations for Grant Awards
04/05/2021 – 04/26/2021	Appeals Process
05/05/2021, Wednesday	Mayor Makes Final Written Recommendations to Board of County Commissioners for Grant Awards [Cone of Silence is lifted (ends)]
06/08/2021 – 06/10/2021 (June Committee Cycle)	BCC Committee Approval of RFP No. EHE-0521 Recommendations
07/08/2021, Thursday	BCC Approval of RFP No. EHE-0521 Grant Awards
05/05/2021 – 07/30/2021	Preliminary Contract Negotiation and Execution Process
8/02/2021, Monday	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” shall mean a payment that a Federal awarding agency or pass-through entity (i.e., Miami-Dade County) 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 established in accordance with Miami-Dade County Ordinance No. 98-127, as amended.
6. 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.
7. 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.
8. 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.

9. The words "Scope of Services" or "Scope of Work" to mean Section 3.0 of this RFP Solicitation and proposal responses to items in Section 4.0 of this RFP Solicitation, which detail the work to be performed by the Subrecipients.
10. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
11. 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.
12. 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.
13. 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. To request public inspection of previously submitted proposals, please send the request by email to the EHE RFP Contracting Officer, Daniel T. Wall, at HIV-AIDS@miamidade.gov, with a copy to the Clerk of the Board at Clerk.Board@miamidade.gov.

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 an e-mail to the RFP Contracting Officer, Daniel T. Wall, at HIV-AIDS@miamidade.gov, with a copy to the Clerk of the Board at Clerk.Board@miamidade.gov. The subject line of the email must reference this solicitation as EHE-0521, and include the RFP No. "EHE-0521" in the subject line.

Direct communication, **written or otherwise**, to individual Evaluation/Selection Committee members or to the Evaluation/Selection Committee as a whole are expressly prohibited. Any and all written communications regarding this RFP Solicitation are to be submitted **only** to the RFP Contracting Officer, Daniel T. Wall, **with a copy to the Clerk of the Board** at Clerk.Board@miamidade.gov.

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 in **Appendix D**, 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. Include the **Collusion Affidavit** as **Attachment 13d** of the RFP application, if submitting at the same time as the RFP submission. **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.**

2.0 RFP REQUIREMENTS

2.1 Eligibility to Apply

Eligibility to apply for funding under this RFP Solicitation is limited to non-profit [e.g., 501(c)(3)] and for profit organizations and other service providers who are qualified and experienced in healthcare and/or HIV/AIDS related issues, as appropriate and as follows:

- **For non-profit organizations:** An IRS letter of determination of a non-profit organization's 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 non-profit organization. **Include this documentation as directed in Section 8.0 of this RFP document.** 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.

- **For for-profit organizations:** In accordance with HRSA Policy Clarification Notice (PCN) No. 11-02, Clarification of Legislative Language Regarding Contracting with for Profit Entities, restrictions apply to Proposers who are for-profit organizations, such that Ryan White Part A (and MAI) Program funds “may be used to provide direct financial assistance through contracts with private for-profit entities if such entities are the only available provider of quality HIV care in the area.” PCN No. 11-02 further states, “Parts A, B, and C Grantees [Recipients] and their contracting agents **may not** contract with non-profit and for-profits entities for the same service in the same geographic area unless qualified non-profit providers do not have the capacity to meet identified need. Please review HRSA PCN No. 11-02, which can be obtained at <https://hab.hrsa.gov/sites/default/files/hab/Global/habpl1102.pdf>, for important details.

Miami-Dade County's Ryan White Part A/MAI Program established a local definition of “at capacity” to mean when a Part A/MAI-funded medical provider's client case load is so high that a Ryan White Program client needing an appointment is unable to obtain that appointment in a timely manner (i.e., in less than one month). It is the for-profit proposing organization's responsibility to provide enough relevant documentation to support that they are the “only provider of quality HIV care in the area” or to identify a “lack of capacity” in the geographic area where they intend to provide the same services as a non-profit organization. A non-profit organization wishing to subcontract with a for-profit individual, clinic, or organization also has the responsibility to provide sufficient documentation to support that the for-profit subcontractor is the only provider of quality HIV care in the area or documentation to support a lack of capacity in the geographic area where the for-profit entity intends to provide 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 categories must do so in the same RFP submission as directed herein.

2.3 Administrative Cost Cap

The administrative cost cap per service category budget is 10% of the total award per service category. Budget amounts at the start of each grant fiscal year reset to the amount awarded per service category through this RFP Solicitation process, regardless of any budget amendments, reductions, or revisions during the grant fiscal year. At the end of the grant fiscal year Subrecipients may not report actual expenditures that exceed the 10% administrative cap computed against the total amount of funding received from the County per service category during the grant fiscal year. In other words, at the end of each grant fiscal year, the 10% administrative cost cap is applied to the total final expenditures (i.e., the total amount reimbursed by the County) per EHE Project service category.

In order for the local Ryan White EHE Project to allow for equitable distribution of indirect/administrative costs across all subrecipient budgets, the 10% administrative cost cap shall apply to each service category budget regardless of any approved Federal Indirect Cost Rate Agreement (FICRA) or Negotiated Indirect Cost Rate Agreement (NICRA) a subrecipient may have received.

2.4 Consolidated Appropriations Act

In accordance with the Consolidated Appropriations Act, 2020 (P.L. 116-94), the limitation on charging salaries to DHHS/HRSA grant funds is \$197,300 (Executive Level II salary cap in effect beginning January 1, 2020); 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; usually each January.

2.5 Miami-Dade County Contract Management Oversight

The Miami-Dade County Office of Management and Budget-Grants Coordination is responsible for managing EHE funding in Miami-Dade County, including contract 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 who are people with HIV.

2.7 Projected Funding Levels

Projected funding levels for the initial contract awards under this RFP are expected to be for a 7-month period (August 2, 2021 through February 28, 2022); with three, one-year options to renew, subject to continued appropriations and a sufficient level of funding. The maximum **anticipated** total funding available for HealthTec and Quick Connect **for the initial contract period is as follows:**

Priority #	Project Component	Maximum Amount
1	HealthTec	\$718,336
2	Quick Connect	\$490,540

Funding for the service categories in the table directly above is contingent upon the continued appropriation of these federal funds by Congress and ongoing availability of these cooperative agreement funds to the County through federal contract awards from HRSA. The Quick Connect component is included in this RFP and will be funded if the County receives sufficient funding from HRSA to cover the recommended award amounts. Should the County receive additional EHE funds, contracts will be amended so the funded organization(s) can increase capacity or expand their EHE projects. See Section 3.16 of this RFP Solicitation document for a description of the Reallocations/Sweeps process which occurs multiple times during the grant fiscal year in order to maximize resources.

2.8 Minimum Computer Capabilities

For the HealthTec component of this RFP solicitation document, Proposers must address hardware and software capabilities for the provision of telehealth services. Proposers must identify solutions that address client confidentiality and Health Insurance Portability and Accountability Act (HIPAA) compliance requirements utilizing remote connections.

In addition, 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). 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 runs 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.

Miami-Dade County will also work with EHE-funded subrecipient(s) to develop HL7 interfaces to obtain lab data (CD4 and viral load data, at a minimum), if appropriate to the EHE program design. A charge or cost for a HL7 interface set-up may be applicable and, if so, may be allocated to the Proposing organization's line item budget as an indirect/administrative cost.

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 five (5) 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.

2.9 Disqualification of Proposals

Due to Federal requirements, the Proposer(s) **must** submit a categorical (line item) budget (**Attachment 11a**), Federal Negotiated Indirect Cost Rate Agreement (if applicable) (**Attachment 11b**) and narrative budget justification (**Attachment 12**) using the object class categories listed below. **Appendices B.1 through B.5** provide a set of guidelines for the preparation of a narrative budget 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. Failure to submit

the categorical budget 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, unless specifically approved otherwise by OMB-GC management for specific HRSA, program-related trainings/meetings which are subject to federal travel limitations); 5) Equipment (**NOTE:** purchases over \$5,000 per item must be pre-approved by OMB-GC management); 6) Other Direct Service Costs; and 7) Indirect/Administrative Costs. Indirect/Administrative Costs **may not exceed ten percent (10%) of the total funding require per service category.** Please see **Appendix B5, Budget Narrative Instructions, for more details.**

2.10 Copies of Solicitation Document

Hard copies of this Solicitation, RFP No. EHE-0521 , may be requested by contacting/calling:

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, an electronic copy of all RFP files and subsequent addendum may be downloaded, after registering as a potential proposer, at <https://www.miamidade.gov/grants/RFP/EHE-0521/EHE-0521-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, Lesbian, Gay, Bisexual, Transgender and Queer (or Questioning) (LGBTQ), and the public. Proposers must also show sensitivity to HIV/AIDS-related issues and cultural diversity in the RFP response and through service delivery, if funded.

Successful proposers will be required to commit to working within a coordinated system that promotes **high standards of quality service and care**, staff training, and the development of service linkages and referral mechanisms among participating care providers and key points of entry into the health care system. These key points of entry include, but are not limited to:

- Florida Department of Health (FDOH) Miami-Dade County's (MDC) Sexually Transmitted Disease (STD) clinics
- FDOH state-licensed HIV counseling and testing sites
- Hospitals/emergency room departments/urgent care centers
- Hospital discharge clinics/departments

- Other medical clinics or private physician offices
- Substance abuse treatment providers/programs
- Mental health clinics/programs
- Adult and juvenile detention centers
- Jail and/or correctional facilities (e.g., prisons), including, but not limited to, re-entry programs
- Homeless shelters
- Detoxification centers
- Federally Qualified Health Centers (FQHCs)

Quality services shall be provided in a **culturally sensitive and linguistically appropriate** manner such that they help to improve client-level health outcomes along the HIV Care Continuum: from 1) HIV diagnosis, through 2) linkage to HIV medical care; 3) retention in care (especially medical care); 4) access to prescribed antiretroviral medication therapy; to 5) viral suppression. See Section 3.7 of this RFP Solicitation, below, for more information. Services shall be available and linguistically appropriate to serve clients based on their language preferences; in English, Spanish or Haitian Creole, at a minimum.

According to a Dear Colleague letter (dated October 19, 2018) received from Dr. Laura Cheever, Associate Administrator of HRSA's HIV/AIDS Bureau, "Several large studies have demonstrated that people living with HIV (PLWH) who have consistent viral suppression do not sexually transmit HIV. PLWH who take HIV medication daily as prescribed and achieve and **maintain an undetectable viral load have effectively no risk of sexually transmitting the virus** to an HIV-negative partner. Such findings underscore the importance of supporting effective interventions for linking PLWH into care, retaining them in care, and helping them adhere to their HIV medication." HRSA encourages providers to "incorporate this viral suppression message into service delivery settings... and 1) involve PLWH in the decision-making process of their HIV treatment and their sexual health; 2) develop a trusting relationship with their patients (clients); 3) assess barriers to treatment adherence; and 4) support PLWH to achieve and maintain healthy outcomes."

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

3.2 Service Category Background

3.2.1 **HealthTec** services relate to telehealth services. Telehealth technology facilitates access to medical care, medical case management, mental health, and substance abuse counseling services; simplifies follow-up care; and helps remove barriers to treatment adherence. Improved treatment adherence will lead to improved viral suppressions. This component reaches new, out of care, and non-adherent people with HIV under EHE Pillar Two. Services include computer hardware and software needed to provide telehealth services in a secure, confidential, and HIPAA compliant format. Please see the attached Policy and Procedures document titled, "Provision of Telemedicine, Tele-Mental Health, Tele-Medical Case Management and Tele-Substance Abuse Outpatient Care as forms of Telehealth" (**Appendix G**) for guidance on the general rules related to the provision of telehealth services in the local Ryan White Program.

3.2.2 **Quick Connect** is an expansion of the local Test and Treat / Rapid Access (TTRA) process that was developed for the local Ryan White Part A/MAI Program. See **Appendix L** titled, "Test & Treat / Rapid Access – Analyses of Miami-Dade County Data, Revised November 21, 2019," subject to updates. Facilitating rapid access to medical care and antiretroviral therapy (ART), preferably same day but within 7 days of HIV diagnosis, "may bring earlier benefits in personal health, and earlier reductions in the risk of onward transmission of HIV ... [and] rapid ART initiation has been shown to reduce time to linkage to care and viral load suppression." (Source: Susa Coffey, MD, and Oliver Bacon, MD, MPH, AIDS Education and Training

Center Program, National Coordinating Resource Center, "Immediate ART Initiation: Guide for Clinicians," February 14, 2019, access 10/7/2019). This component reaches new, out of care, and non-adherent people with HIV under EHE Pillar Two.

See additional details in **Sections 3.17.1 and 3.17.2** of this RFP solicitation document. Success with these two components will help the county reach the goal of reducing new HIV infections by 75% by 2025, since people with HIV who, as noted by Dr. Cheever (see above), **"maintain an undetectable viral load have effectively no risk of sexually transmitting the virus to an HIV-negative partner."**

If services are rendered specifically using HRSA's core medical and support service definitions, or if low-income, program-eligible clients are referred to the local Ryan White Part A/Minority AIDS Initiative (MAI) Program for ongoing care and treatment, then HRSA's policies on allowable uses of funds and Miami-Dade County's Ryan White Program Service Delivery Guidelines apply, as follows:

- HRSA's HIV/AIDS Bureau released an update to Policy Clarification Notice (PCN) No. 16-02, Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds, revised October 22, 2018, providing general descriptions of allowable service categories for the Ryan White HIV/AIDS Program and program guidance for implementation of these services. A copy of HRSA's revised PCN No. 16-02 can be accessed at the following web page:

https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf

- Miami-Dade County and the Miami-Dade HIV/AIDS Partnership have incorporated these definitions and program guidance into the local Miami-Dade County Ryan White Program Service Delivery Guidelines (SDG). The local SDG, which is updated annually and as needed during each grant fiscal year. The most current, local SDG, as may be amended, can be accessed at the following web page:

www.miamidade.gov/grants/ryan-white-program (under "Service Delivery Guidelines").

3.3 Data

Some data related to the current HIV epidemic in Florida and Miami-Dade County can be found at the following web pages:

- Miami-Dade HIV/AIDS Partnership website – Annual Needs Assessment data: <http://aidsnet.org/partners/annual-needs-assessment/> or contact Behavioral Science Research Corporation, the Partnership's contracted Staff Support provider at (305) 445-1076
- Florida Department of Health website – current HIV epidemiology data:
 - Florida: <http://www.floridahealth.gov/diseases-and-conditions/aids/surveillance/epi-profiles/index.html>
 - Miami-Dade County (Area 11A): <http://www.floridahealth.gov/diseases-and-conditions/aids/surveillance/area-slide-sets.html>
 - (NOTE: request the slide sets from the indicated Surveillance contact person.)
- Additional Florida Fact Sheets: <http://www.floridahealth.gov/diseases-and-conditions/aids/surveillance/fact-sheet1.html>

- Centers for Disease Control and Prevention:
 - HIV Surveillance Reports: <https://www.cdc.gov/hiv/library/reports/hiv-surveillance.html>

3.4 Client Eligibility Criteria

Successful proposers will be required to implement standard procedures to appropriately document that clients receiving EHE-funded services:

For EHE services:

- ✓ Is a person with HIV;

If referral to Ryan White Part A/Minority AIDS Initiative (MAI) services is needed:

- ✓ Is a person with HIV;
- ✓ Has a documented gross household income that does not exceed 400% of the Federal Poverty Level;
- ✓ Is a current, full-time resident of Miami-Dade County;
- ✓ Is documented as having been properly screened for the State AIDS Drug Assistance Program (ADAP), Medicaid, Medicaid Managed Medical Assistance (MMA) or Long-term Care (LTC), Medicare, other public sector funding, and private insurance, as appropriate. While clients qualify for and can access these other sources of benefits/entitlement programs, they will not be eligible to receive Ryan White Program-funded services, except for those services, tests, and/or procedures, etc., related to the clients' HIV disease that are not covered by other funding sources; and
- ✓ Has been re-assessed for income and Miami-Dade County residency eligibility every six (6) months as mandated in the local Service Delivery Guidelines and the local *Ryan White Program Medical Case Management Standards of Service*, unless otherwise specified.

PLEASE NOTE:

- The Federal Poverty Level (FPL) guidelines are updated annually. When the guidelines become available, a matrix is developed by the Miami-Dade Office of Management and Budget-Grants Coordination/Ryan White Program and distributed to program subrecipients annually at the start of each grant fiscal year for use in determining client income eligibility for the program year. See **Appendix J**.
- Currently, all Part A and MAI-funded service categories have a client's income eligibility capped at 400% of the FPL, based on gross household income.
 - The local Service Delivery Guidelines (available at www.miamidade.gov/grants/ryan-white-program) are updated *annually*, or more often as needed. It is possible that new criteria may apply beginning Fiscal Year 2021 (Year 31), or thereafter as determined by the Miami-Dade HIV/AIDS Partnership.
- **CLIENT ELIGIBILITY DOCUMENTATION, INCLUDING SPECIFIC DOCUMENTATION REQUIRED FOR THE SERVICE CATEGORY, WHERE APPLICABLE, MUST BE MAINTAINED IN EACH ORGANIZATION'S CLIENT CHARTS AND IS SUBJECT TO AUDIT BY THE OFFICE OF MANAGEMENT AND BUDGET-GRANTS COORDINATION. FAILURE TO MAINTAIN CLIENT ELIGIBILITY DOCUMENTATION MAY RESULT IN FORFEITURE OF REIMBURSEMENT FOR SERVICES RENDERED.**

3.5 Special Populations

Proposers are encouraged to consider special populations and co-occurring conditions as indicated in the data sets and needs assessment reports referenced in Section 3.3 of this RFP Solicitation, above.

Miami-Dade County will target EHE interventions towards the racial/ethnic, gender, and age groups most heavily impacting or impacted by the HIV epidemic. Approximately 27,319 people with HIV (prevalence) live in Miami-Dade County (MDC). Florida Department of Health (FDOH) HIV Surveillance data identified 1,181 people newly diagnosed with HIV in 2019. FDOH HIV Care Continuum data for 2019 indicate that while 87% of the HIV prevalence were ever in care, only 67% were retained in care and only 62% had a suppressed viral load (< 200 copies/mL). In comparison, based on Fiscal Year 2019 data, of the 9,031 clients served by the local Ryan White Part A/MAI Program, 87% were linked to care; 75% were retained in care; and 82% had a suppressed viral load.

The majority of new HIV cases in 2019 were males [including male-to-male sexual contact (MMSC)], Hispanic/Latinx, and 20 to 39 years of age. The majority of HIV prevalence cases in 2019 were also males (including MMSC), Hispanic/Latinx, but were mostly over 50 years of age (FDOH, 2019).

Currently, the following more specific populations are most heavily impacted by HIV in Miami-Dade County:

- Hispanic Youth
- Blacks/African Americans
- MSM
- Uninsured

Additional populations to be served based on unmet needs and service gaps include people with HIV who are:

- Homeless or unstably housed
- > 400% of the Federal Poverty Level (e.g., income more than \$50,084 for a household of one in 2019)
- Newly HIV diagnosed
- People with HIV who do not know their status, are out of care, or are non-adherent to HIV treatment
- People of trans experience with HIV
- Sex workers
- Formerly incarcerated people with HIV

Other special populations not included above should be clearly described in the Proposer's response to this RFP Solicitation.

3.6 Geographic Accessibility

Miami-Dade County encompasses a geographic area of over 2,400 total square miles. While most of the 27,319 people with HIV residing in Miami-Dade County are concentrated in the northeast and downtown areas of the county (see **Figure 1** below), people with HIV reside throughout the county. Proposer(s) must demonstrate the capacity to serve people with HIV from a geographic area beyond that of its own local neighborhood, and to do so in keeping with the cultural/ethnic sensitivities of the population(s) to be served. Proposers should consider and address various geographic accessibility issues (e.g., transportation, stigma, etc.) that may create barriers for clients in accessing HIV care and treatment.

Figure 1: Geographic distribution of People with HIV in the Miami-Dade County EMA, Florida Department of Health data, through December 2019, as of June 2020

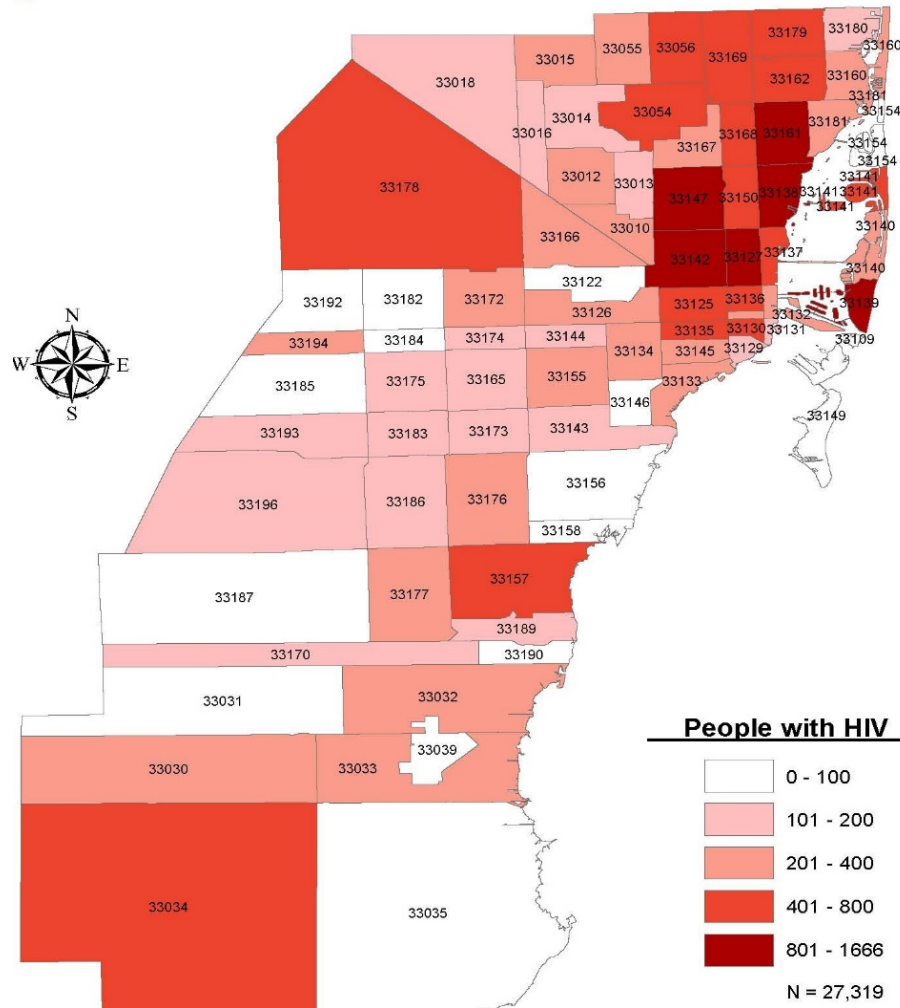


Table 1: HIV/AIDS Incidence and Prevalence in the EMA - CY 2016-2019

	2016	2017	2018	2019	2016 - 2019 CHANGE
New HIV Cases (Incidence)	1,263	1,169	1,194	1,181	-6%
New AIDS Cases (Incidence)	464	400	400	380	-18%
HIV Prevalence	26,987	27,154	27,238	27,319	1%
RWP Clients in Care	10,156	9,883	9,578	9,031	-11%

Source: Florida Department of Health, CY 2019, as of 6/30/20; RWP service utilization FY 2019, SDIS, June 2020.

Favorable consideration will be given to Proposers that demonstrate the ability to **identify and address geographic accessibility issues and offer quality service solutions** in sites located within the major centers of the epidemic in Miami-Dade County or in areas that have historically been underserved. For example, according to

the Miami-Dade HIV/AIDS Partnership's most recent Needs Assessment, based on Florida Department of Health HIV Surveillance data (see **Figure 1**, above), the areas with the highest numbers of people with HIV (i.e., over 401 cases per Zip Code) include the following, listed in no specific order: Biscayne Park, Miami Shores, North Miami, El Portal, Liberty City, Miami (downtown and surrounding areas), Allapattah, Brownsville, Little Haiti, Model City, West Little River, Wynwood, Overtown, and Miami Beach. Areas of the county with a large proportion of people with HIV (i.e., more than 800 cases per Zip Code) include the following, listed in no specific order: Homestead, Florida City, Carol City, Opa Locka, Miami Gardens, North Miami Beach, and Little Havana.

3.7 Cultural and Linguistic Capabilities; Stigma; Health Literacy

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

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

Furthermore, HRSA requires Recipients such as Miami-Dade County, and in turn the County will require EHE-funded subrecipients, 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), where applicable to this project and in adherence with HIPAA and client confidentiality requirements, fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.

3.8 Service Delivery Standards

All successful EHE Proposers will adhere to the standards developed and/or adopted by the local Ryan White Program, which include the following, as may be updated and/or adopted during the term of the contract agreement, including all options to renew, where applicable to their service delivery design and scope of work:

- Ryan White Program System-wide Standards of Care
- Ryan White Program Case Management Standards of Service
- Enhanced National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care
- HAB HIV Performance Measures:

Frequently Asked Questions	HIV-Exposed Children
Core	Medical Case Management (MCM)
All Ages	Oral Health [Care]
Adolescent/Adult	AIDS Drug Assistance Program (ADAP)
Children	Systems-Level

- Ryan White Program Minimum Primary Medical Care Standards
- Dear Colleague Letter – Viral Loads
- Dear Colleague Letter – Mental Health Services
- Ryan White Program Oral Health Care Standards

- Department of Health and Human Services (DHHS) HIV Treatment Guidelines & Additional Service Delivery Standards

These standards may be accessed through Section III of the Miami–Dade County Ryan White Part A/MAI Program Service Delivery Guidelines, incorporated herein by reference, at the following web page: www.miamidade.gov/grants/ryan-white-program (go to the “Service Delivery Guidelines” link and select Section III).

These standards form the basis for ongoing monitoring and evaluation of funded Subrecipients by the Miami-Dade County Office of Management and Budget – Grants Coordination, Ryan White Program. It is not expected that contracted organizations be in full compliance with these standards at the time of contract execution. However, it is expected that Proposers and funded Subrecipients have read and understand the standards. By signing a contract, Subrecipients will be agreeing to make every effort to progress towards full compliance with these standards during the term of the agreement, where applicable to their service delivery design and scope of services.

Within the local Ryan White Program network of service providers (subrecipients), it is the client's choice of which provider he, she or they wish to receive services from.

3.9 Performance Improvement and Clinical Quality Management

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

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

3.10 Client Health Outcome Measures and SMART Objectives

HealthTec:

Proposed project outcomes:

1. Improved access to medical care, medical case management, mental health, and substance abuse counseling services.
2. Easier access to Part A enrollment without need for transportation to appointment, childcare; and to remove barriers related to fear of disclosure and stigma.
3. Simplified follow-up care.
4. Reduced barriers to treatment adherence.
5. Improved treatment adherence leading to improved viral suppression.

Outcome measures and SMART Objectives:

1. Number of low-income people with HIV in the EMA who enroll in EHE HealthTec. *(baseline and every 4 months)*
 - a. UNDUPLICATED
 - b. CUMULATIVE
2. Number/percent of EHE HealthTec clients continuing this process throughout the remainder of the five-year period of performance. *(baseline and every 4 months)*
 - a. 75% of those clients who utilize EHE HealthTec will stay with this process.
3. Number/percent of EHE HealthTec clients who report satisfaction with the EHE HealthTec. *(at enrollment and every 4 months through the remainder of the five-year period of performance)*
 - a. 75% of the clients served will report a satisfaction level of agree to strongly agree that participation in this component removed barriers to treatment adherence related to transportation, childcare, fear of disclosure, or stigma.
4. Number/percent of EHE HealthTec clients who are retained in care (i.e., two or more documented medical visits, CD4 tests, or VL tests at least 90 days apart, within a one-year reporting period). *(baseline and every 4 months)*
 - a. By February 28th of Year 2 (YR 2), at least 75% of the EHE HealthTec clients served in the reporting year will be retained in care and will be virally suppressed; 80% by YR 3; 85% by YR 4; and 90% by YR 5.
5. Number/percent of EHE HealthTec clients who are virally suppressed (i.e., < 200 copies mL). *(baseline and every 4 months)*
 - a. By February 28th of Year 2 (YR 2), at least 75% of the EHE HealthTec clients served in the reporting year will be retained in care and will be virally suppressed; 80% by YR 3; 85% by YR 4; and 90% by YR 5.

Quick Connect:**Proposed project outcomes:**

1. Increased capacity by educating non-Ryan White Part A Program (RWP)-funded medical practitioners in the community about HIV clinical guidelines and available treatment and support resources in the community.
2. Improved access to medical care, antiretroviral medications, medical case management, mental health, and substance abuse counseling services for individuals diagnosed in hospitals, clinics, or emergency rooms, using the local TTRA model.
3. Improved linkage to care and treatment adherence leading to improved viral suppression for any treatment naïve or out of care person with HIV without a medical home.

Outcome measures and SMART Objectives:

1. Number of people with HIV in the EMA who contact or are contacted by a EHE Quick Connect team. *(baseline and every 4 months)*
2. Number/percent of EHE Quick Connect clients utilizing this process. *(baseline and every 4 months)*
3. Number/percent of EHE Quick Connect clients that are linked to HIV medical care in the: (a) Ryan White Part A/MAI Program; (b) other community programs; or (c) private insurance. *(baseline and every 4 months)*
4. Number/percent of EHE Quick Connect clients that are retained in care (i.e., two or more documented medical visits, CD4 tests, or VL tests at least 90 days apart, within a one-year reporting period). *(baseline and every 4 months)*
 - a. By February 28th of Year 2 (YR 2), at least 75% of the EHE Quick Connect clients served in the reporting year will be linked to care, retained in care and will be virally suppressed; 80% by YR 3; 85% by YR 4; and 90% by YR 5
5. Number/percent of EHE Quick Connect clients who are virally suppressed (i.e., < 200 copies mL). *(baseline and every 4 months)*
 - a. By February 28th of Year 2 (YR 2), at least 75% of the EHE Quick Connect clients served in the reporting year will be linked to care, retained in care and will be virally suppressed; 80% by YR 3; 85% by YR 4; and 90% by YR 5

3.11 Program Income

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

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

3.12 Test and Treat / Rapid Access (TTRA) Protocol

TTRA is a clinical initiative and collaborative effort between the Florida Department of Health and the local Ryan White Program that offers immediate linkage to HIV medical care and initiation of antiretroviral therapy at the time a person is newly diagnosed with HIV or at the time a client is returning to care after a gap in treatment. See Section XIV of the local Ryan White Program Service Delivery Guidelines (<http://www.miamidade.gov/grants/ryan-white-program.asp>) for more details; also attached as **Appendix L** of this RFP solicitation document.

3.13 Advance Payments

An "advance payment" shall mean a payment that a Federal awarding agency or pass-through entity (i.e., Miami-Dade County) makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes. Funded subrecipients under this RFP Solicitation may submit a request to the Miami-Dade County Office of Management and Budget-Grants Coordination/EHE Project for approval of, or to decline, an advance payment in accordance with the Uniform Guidance, 45 CFR § 75.305 and related County requirements. Additional guidance for this item will be provided to subrecipients upon notification of contract award. However, please note:

- 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.
- **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.**

3.14 Reporting

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

Additional contractual reporting requirements include:

- Reimbursement Requests (invoices) (see Section 3.15 below);
- Triannual Progress Reports
 - Narrative report of the number of clients served, accomplishments, challenges, progress towards meeting program standards, staffing changes, budget expenditures, and technical assistance needs;
- EHE Aggregate Module
 - Report on a triannual basis capturing aggregate counts of services received by clients during the reporting period;
- Final Line Item Expenditure Report (FLIER)
 - Annual report
 - Separate for each funded service category, itemizing all EHE Project funding by approved object class category line items, where applicable, other shared costs received, and actual

- expenditures incurred during the contract period associated with the corresponding Professional Services Agreement (contract);
 - Certification that expenditures report is true, complete, accurate, appropriately documented, and only includes program-allowable expenses;
 - Reporting and reconciliation of program income (see HRSA Policy Clarification Notice No. 15-03: https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf);
- Client-level Services Data Report (RSR)
 - Annual quantitative report submitted electronically to HRSA based on calendar year client-level service utilization data;
 - Annual certified Single Audit report and all related financial statement, as applicable, in accordance with Uniform Guidance, 45 CFR part 75, subpart E related to contract cost principles, and subpart F related to audit requirements, as may be amended; and
 - Annual Inventory Report, as applicable
 - Only required when budgets/expenditures include approved purchases of nonexpendable personal property of a non-consumable nature with a value of \$1,000 or more per item and with a normal life of one (1) or more years – County requirement.
 - Additional federal reporting through the federal Tangible Personal Property Report (SF-428) form is required for equipment purchases that have an acquisition cost of \$5,000 or more.

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

3.15 Schedule and Method of Payment

It is anticipated that EHE-funded subrecipients will be reimbursed in equal monthly installments out of the total number of months in the contract budget period (e.g., 1/12th per month in a 12-month budget period); subject to reduction penalties if the subrecipient fails to meet expected performance measures (i.e., there will be a reduced monthly payment if no clients are served). However, the County, in its sole discretion, may consider other reimbursement methodologies (e.g., unit cost reimbursement, etc.). Regardless of methodology the County determines to use for EHE-funded services, a service utilization report and/or summary of activities for each month must be included with the reimbursement request.

Funded subrecipients shall submit reimbursement requests to the County monthly, on or by the twentieth (20th) calendar day of the month following the month in which services were provided to clients. If the 20th day of the month falls on a weekend or County-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. Reimbursement requests will be submitted in a format determined by the COUNTY, regarding the provision and utilization of EHE Project services, where applicable, in accordance with the provisions of corresponding Federal OMB Uniform Guidance requirements and the Ryan White Act, as may be amended.

At a minimum, these monthly reimbursement requests shall include:

- unique client identification number as assigned by the new MIS system (e.g., Provide Enterprise);
- date of service;
- user identification code for provider of service;
- type of service (billing code);
- units of service; and
- total amount charged for the service.

Once the contract is executed annually, the County will approve the complete and accurate invoices for payment. See Article IX of the corresponding draft agreement (Appendix H) for more details. Funded subrecipients may request reimbursement to be made by check or by Automated Clearing House (ACH) Direct Deposit. Miami-Dade County strongly encourages all vendors and subrecipients to enroll in the ACH Direct Deposit process for an expedited and secure delivery of funds.

3.16 Reallocations/Sweeps Process

Funded subrecipients who are awarded an amount for a service category that does not adequately meet the needs of their client population may request additional funds through the local EHE Project Reallocations/Sweeps process (i.e., "Sweeps"). This process is used to move unspent funds from one service category to another to address unmet needs or service gaps. Award of additional funds is subject to availability, is not guaranteed, and does not carry over into the following grant fiscal year. Proposers and funded subrecipients must plan accordingly.

During this process, the Miami-Dade County Office of Management and Budget-Grants Coordination/EHE Project management staff will monitor the grant's unobligated or unexpended balance regularly by reviewing monthly reimbursement requests from all subrecipients contracted under this RFP Solicitation (RFP No. EHE-0521) to assure timely expenditure of contracted funds. Up to three times per grant fiscal year, grant Recipient staff conducts a Sweeps process which results in the review of each funded subrecipient's expenditure history and project each subrecipient's ability to spend down grant dollars by service program within the remainder of the grant budget period. As a result of this review, if the Recipient office believes that a subrecipient will not be able to spend down their award within the grant budget period, the subrecipient will be notified that their funding level for the year is at risk of being reduced and monies may be "Swept" and re-allocated to other service categories of other funded subrecipients that have concurrently provided the Recipient with a justification of unmet need and request for additional program dollars.

Subrecipients facing a proposed reduction of their funding are given the opportunity to address the proposed reduction prior to final action by Recipient management staff. Once the total amount of funds to be reduced is calculated, as well as the amount of funds requested to address unmet needs, these calculations by service category are presented to EHE Project management staff in order to re-allocate funds to service categories and geographic areas that are experiencing unmet needs or service gaps, as well as to address an increase in clients and/or service utilization. By using results of this "Reallocations/Sweeps" process – communicated to subrecipients through reduction letters when the award is reduced or by executed amendments to the contract for additional funds – the Recipient assures that grant funds follow the clients and the program services they use.

This "Sweeps" process is limited to subrecipients funded under this RFP Solicitation. Additional funds do not carry forward into the next grant fiscal year (i.e., award amounts reset to the amount awarded through this RFP Solicitation at the beginning of each grant fiscal year).

3.17 Scope of Services to be Funded

Proposing organizations may apply for **one or both of the service categories indicated in this section under 3.17.1 and 3.17.2**. HealthTec services are prioritized to be funded first, subject to ongoing appropriations from Congress and adequate funding from HRSA. One or more proposing organizations may be selected to provide HealthTec services. Up to two proposing organization may be selected to provide Quick Connect services. Recommended awards under this RFP for the Quick Connect component are dependent upon the federal EHE amount awarded to Miami-Dade County in Years 2 through 5 of the cooperative agreement.

3.17.1 Application responses for the HealthTec component should use a holistic approach to address:

a) **Infrastructure Network and Technology**

Build infrastructure network and identify and acquire technology (equipment, internet/phone service, etc.) resources. Specialized technology where client confidentiality can be maintained is expected to be used rather than basic virtual meeting formats such as Zoom, Microsoft Teams, WebEx, GoTo Meeting, Skype, What's App chat, Face Time, etc.), unless a secure, HIPAA compliant version of these formats is used. Include how the proposing organization will:

- 1) Acquire/purchase the telehealth technology (hardware, software, internet provider media plan).
 - Examples of hardware include: agency's equipment to provide telehealth services; as well smartphones (e.g., Motorola Razi[®], Apple iPhone[®], Samsung Galaxy[®], or other similar smartphones) or tablets (e.g., Apple iPad[®], Amazon Fire[®], Samsung Galaxy Tablet[®], Microsoft Surface[®], Acer Chromebook[®], or other similar tablets).
 - Examples of HIPAA compliant telehealth software include Updox[®], HIPAA Video[®], VSee[®], modmed[®], and other similar software.
 - Examples of internet provider media include AT&T[®], Verizon[®], Sprint[®], T-Mobile[®], and other similar internet providers.
- 2) Limit the use of the technology (hardware and software) for the purposes and functionality required for the provision and receipt of telehealth services by the proposing organization and the clients, respectively.
- 3) Distribute to and monitor use of the technology by clients.
- 4) Ensure the telehealth hardware, software and internet access are HIPAA compliant.

b) **EHE HealthTec Services**

Implement EHE HealthTec services, including regular interdisciplinary case conferencing. Include how the proposing organization will:

- 1) Use HealthTec services to address barriers (e.g., childcare, transportation, stigma, etc.) to accessing medical care, HIV medications, and supportive services
- 2) Use HealthTec services to address issues affecting clients' ability to obtain and maintain viral suppression.
 - Consider how telehealth can be used to assist clients who are struggling with treatment adherence to take their medications as prescribed (e.g., consider protocols such as Florida Department of Health's Video Directly Observed Therapy, or similar regular reminders)
- 3) Develop or work with the County to develop HIPAA compliant participant (client) agreements.

c) **Collaboration**

Collaborate with other programs [including, but not limited to, University of Miami's (UM) EHE projects related to the Injection Drug Elimination Act (IDEA) Exchange and Center for HIV and Research in Mental Health (CHARM) programs; ADAP; etc.] serving HIV to reach clients at high-risk for treatment non-adherence.

3.17.2 **Application responses for the Quick Connect component should use a holistic approach to address (subject to availability of funds):**

a) **HIV Education for Non-RWP-Funded Medical Practitioners**

Promote county-wide capacity building by educating non-Ryan White Program (RWP)-funded medical practitioners (in clinics, hospitals, and emergency rooms) about HIV clinical guidelines, referral options, and available resources.

b) **HIV Treatment Information Dissemination**

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

c) **Link HIV Care by EHE Quick Connect Team on TTRA Model**

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

4.0 RESPONSE REQUIREMENTS AND RFP SUBMISSION INSTRUCTIONS FOR PROPOSERS

NOTE: Items for Proposers to respond to for this Solicitation begin below in Section 4.17, Contents of Proposal.

4.1 **Timeline and Submission Deadline**

Please refer to Page 2 of this RFP Solicitation document for submission instructions and Section 1.2 of this RFP 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 U.S. mail, fax, or e-mail no later than 5:00 p.m. (local time), Tuesday, February 23, 2021. 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@miamidadegov. Questions must reference this Solicitation as: "RFP No. EHE-0521" 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: HIV-AIDS@miamidadegov

Under the Cone of Silence provisions described in Section 1.6 of this RFP Solicitation document, 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 as well as below.

Pre-Proposal Conference has been scheduled as follows: Pre-Proposal Conference will be held on Tuesday, February 16, 2021 at 10:00 a.m. (local time) via Zoom Meeting. To join the Zoom Meeting, go to:

<https://miamidadegov.zoom.us/j/96770550355?pwd=SCt2UjN4WjdJWjA4K2RtT2VxQVdnUT09>

Meeting ID: 967 7055 0355
Passcode: 298769
One tap mobile
+17866351003,,96770550355# US (Miami)
8887880099,,96770550355# US Toll-free
Dial by your location
+1 786 635 1003 US (Miami)
888 788 0099 US Toll-free
877 853 5247 US Toll-free

Meeting ID: 967 7055 0355
Find your local number: <https://miamidadegov.zoom.us/u/adlmrKPEvc>

Members of the public are not required to enter their name to join the webinar if they do not wish to do so. Members may identify themselves as "Public Attendee."

Members of the public will be permitted to pose questions at the end of the Pre-Proposal Conference. In order to do so, attendees must use the "Raise Your Hand" functionality in Zoom by clicking on the three dots located in the lower right corner of the Zoom window and then select "Raise Your Hand."

Virtual meeting room will open at 9:30 a.m. to admit participants.

- Host: RFP Contracting Officer, Daniel T. Wall
- Zoom Host Username: Daniel.Wall@miamidade.gov
- ADA Contact: <https://zoom.us/accessibility> and Carla Valle-Schwenk (carla.valleschwenk@miamidade.gov)
- Link to Download Zoom: <https://zoom.us/download>

Proposers shall arrive promptly as the meeting will start on time. Proposers are requested to have a copy of the Solicitation handy during the Pre-Proposal Conference. This meeting is exempt from the 'Cone of Silence', allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the Pre-Proposal Conference.

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. EHE-0521 - EHE HealthTec and Quick Connect Services."

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/EHE-0521/EHE-0521-email-login.asp>. Proposers are required to acknowledge the number of addenda/um received as part of their application. (See the Acknowledgement of Receipt of Addenda/um Form included in **Appendix D** of this RFP.)

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** follow the proposal submission requirements in Section 4 of this RFP solicitation, and **MUST** address all of the topics in Section 4.17, Contents of Proposal, below in the sequence outlined. In addition, the attachments **MUST** also be submitted in the order specified (see **Attachments list in Section 8.0 of this RFP**). Include a copy of this **Application Checklist** as **Attachment 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 required line item budget and corresponding narrative budget justification 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, envelopes, etc. to keep your proposal together. Proposals must be received by the submission deadline.

Proposers must submit two complete, identical versions of the proposal as follows: 1) one signed hardcopy original, clearly labeled as such and 2) one complete copy; both with the RFP title, "RFP No. EHE-0521 – EHE HealthTec and Quick Connect Services," in a sealed envelope or container addressed to Daniel T. Wall, Assistant Director, Miami-Dade County, Office of Management and Budget – Grants Coordination (OMB-GC) 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, Budget Form(s), and Budget Narrative(s).

Part Two: [All Other] Required Attachments must include all [other] 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 by 4:00 p.m. (local time) on Monday, March 8, 2021. Please see the Proposal Submission Instructions on Page 2 of this RFP Solicitation document. **No other submission methods will be accepted.** 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.

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 with fully completed application in prescribed order;
- 2) Must submit the proposing organization's last completed fiscal, certified audit including related management

letter and/or financial statements (as **Attachment 5**), annual agency-wide operating budget (as **Attachment 16**), and a 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.

As per the submission guide in Section 4.5 of this RFP Solicitation document, submit one (1) copy of the audit with the hardcopy original proposal and one (1) with the complete proposal copy.

- 3) Must provide services in Miami-Dade County;
- 4) Must submit as **Attachment 17** 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. Submit the two (2) monitoring reports with the hardcopy original proposal and with the complete proposal copy.
- 5) Must submit one (1) signed hardcopy original proposal and one (1) complete proposal copy as described in Section 4.5 above;
- 6) Must submit as **Attachment 15** the proposer's most current tax return in the full legal name of the proposing organization with the hardcopy original proposal and with the complete proposal copy;
- 7) Must submit as **Attachment 14**:

A current Certificate of Status from the Florida Department of State - Division of Corporations (FDOS-DOC) (www.sunbiz.org) certifying the proposing organization 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 Proposer's most recent Annual Report has been filed with the FDOS-DOC, that the status is active, and the Proposer has not filed Articles of Dissolution or a Certificate of Withdrawal;

OR

A copy of the Proposer's "Detail by Entity Name" page accessible at www.sunbiz.org and a copy of the most current Annual Report from the same webpages, showing the Proposer's FEI/EIN Number, status as "Active", and the "Filed Date" of the most current Annual Report must be within this current calendar year.

Submit these documents with the hardcopy original proposal and with the complete proposal copy.

- 8) FOR NON-PROFIT 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.

A due diligence search and organizational review will be conducted by OMB staff for each Proposer and any proposed subcontractors utilizing a standard checklist developed for this purpose (**Appendix F**). The results of this due diligence and organizational review for each proposal will be shared with the Evaluation/Selection Committee(s). The results of this review will be taken into account by the Evaluation/Selection Committee(s) when scoring and making award recommendations. The results of the due diligence and organizational review will be reported to the Board of County Commissioners at the time a recommendation for funding is provided by the County Mayor.

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 Qualifications/Statement of Qualifications

Successful Proposers **MUST** have sufficient financial resources to meet expenses incurred during the period between the purchase of services and payment by the County. It is anticipated that the County will pay for services rendered within thirty (30) days of the receipt of invoice, deemed correct and acceptable by the County once the contract is executed.

4.17 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 RFP Solicitation and include this form as Attachment 1.1)** the services to be provided (i.e., official title of the service category or categories the Proposer is requesting to be funded under this Solicitation – listing the HealthTec request on a separate line from the Quick Connect funding requests), the amount of funds being requested to provide these services, and the name/contact information for the Subrecipient's program coordinator or program liaison for these services. Complete and include the **Proposal Submission Certification (see Appendix A, Page 2, of this RFP Solicitation and include this form as Attachment 1.2)**.

The original version of these forms 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 these documents, and in the absence of a corporate seal this form must be notarized by a Notary Public. The ORIGINAL hardcopy proposal should be clearly marked as such on **Attachment 1.1 – Application Cover Sheet**.

Submit these documents with the hardcopy original proposal and with the complete proposal copy.

B. *Table of Contents*

A Table of Contents should be included with the application in response to this RFP. 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. Attachments can be numbered differently/separately but each page with the attachment should be numbered sequentially. Include the Table of Contents as **Attachment 1.3**.

C. *Minimum Qualification and Submission Requirements*

Per Section 2.1, Eligibility to Apply, and Section 3.0, Scope of Services, of this RFP Solicitation, there are no minimum qualification requirements. However, Proposers shall provide documentation as requested in this RFP 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. A line

item budget and corresponding narrative budget justification must be submitted for each requested service category.

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., non-profit/not-for-profit 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.)** Submit the Abstract(s) as **Attachment 1.4**, and number them as follows: 1.4a, 1.4b, etc.

E. Narrative [include as Attachment(s) 1.5a, 1.5b, etc.]: Organizational Longevity, Experience, Financial Capacity, Cultural Sensitivity and Linguistic Capabilities of Key Staff, Minority and Gender Representation, Special Populations, Client Involvement in Decision-making, Quality, Cultural Sensitivity, Confidentiality, and Administration (Complete this section once in the proposing organization's application and do not exceed 15 pages, not including forms and/or appendices)

- 1) Describe the proposing organization's general history, including the date when the organization first started providing services in general. Do not limit your response to past experience in providing Ryan White Program services.

Identify the corporate/tax status of the proposing organization (non-profit/not-for-profit 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 proposing organization's mission, vision, and achievements. State the full range of services that the proposing organization currently provides. If the proposing organization is part of a multi-program organization, provide a description of the parent organization and its involvement in the ongoing operation of the proposing organization's service programs (components) related to this RFP Solicitation.

- 2) Submit as **Attachment 5** to the RFP application the proposing organization's most current, annual certified audit (including Single Audit, if applicable) verifying that the agency is on sound financial footing and able to implement the funded service(s) on a reimbursement basis. Financial statements alone do not represent a complete audit. Therefore, if a complete certified audit is not available, financial statements and detailed plans to comply with contractual audit requirements in accordance with the federal Uniform Guidance, 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 narrative in response to this item. At a minimum, non-profit organizations must submit as **Attachment 15** a copy of their most current IRS Form 990.

Submit **Attachment 15** with the hardcopy original proposal and with the complete proposal copy.

- 3) Describe the proposing organization's past performance in managing contracts of a similar nature to the funding being requested in this RFP (i.e., local, state, or federal funding) or relevant service component (e.g., outpatient medical care; case management services; telehealth; rapid access to care; etc.). Submit complete copies of the two (2) most recent independent monitoring site visit reports from major funding sources or adequately explain why the proposing 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(s). Identify if a corrective action plan was required to be submitted to a funder, and the status of the corrective action plan. Submit copies of any related non-compliance notifications from a funding source for contracts of a similar nature.
- 4) Describe the proposing organization staff's experience, especially the length of time that key staff has provided the proposed service(s). Describe the proposing organization's qualifications and accreditations reflecting the ability to manage and provide the services requested in this RFP Solicitation. Include as **Attachment 4** to the RFP application an organizational chart showing all key personnel of the proposing organization.
 - 5) Describe the proposing organization's capacity to respond to special client groups, such as persons with disabilities and special needs, as well as individuals who lack transportation resources and people with HIV. Describe the proposing organization's cultural and linguistic capabilities. Provide information related to the proposing 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 and the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards).
 - 6) Describe the proposing organization's client orientation and intake processes, including how the proposing organization informs clients of the services offered at the agency and other services available in the community at large.
 - 7) Describe the proposing organization's internal client screening processes to determine medical eligibility for the EHE Project, as well as medical, financial, and Miami-Dade County residency for proof of eligibility for services offered under other benefit programs, including but not limited to Medicare, Medicaid, the Ryan White Part A/MAI and Part B Programs, or private insurance.
 - 8) Describe how the proposing organization ensures that the EHE Project is not the agency's sole funding source. Describe the proposing organization's plans to increase its revenue in general and for its HIV-related services over the next three years.
 - 9) Indicate whether or not the proposing organization is a Medicaid [including, but not limited to, Managed Medical Assistance (MMA) and Long-Term Care (LTC)] and/or Medicare provider. Indicate the number and percentage of clients served by the proposing organization who have been identified as Medicaid-eligible. Indicate whether or not the proposing organization is designated by the Bureau of Primary Health Care as a Federally Qualified Health Center (FQHC).
 - 10) Describe the proposing organization's procedures or billing practices that will be used to bill other third-party payors such as Medicaid, Medicare, Private Insurance, etc. Describe how the proposing organization will ensure that EHE then Ryan White Part A/MAI Program funds will be used as payor of last resort. If the proposing organization is a Federally Qualified Health Center, describe the FQHC-covered services, the FQHC billing or reimbursement process, and how the EHE then Ryan White Part A/MAI Program will be used as the payor of last resort.
 - 11) Describe the proposing organization's policies and procedures for issuing or receiving external referrals; explain all phases of the referral process. List the agencies with whom the proposing organization has existing Memoranda of Understanding, referral and linkage agreements, letters of commitment, or other documentation of working relationships with any organization providing HIV/AIDS services. Include the date that each these formal agreements began.

- 12) Describe the proposing organization's: a) ability to utilize Provide® Enterprise Miami, Miami-Dade County's data management system for the EHE Project; b) system for collecting, maintaining, and reporting client-level and service delivery data as a backup to the Provide® Enterprise Miami system; c) system for assigning a unique agency identifier (e.g., agency ID) to each client to ensure accurate reporting of unduplicated client case load; and d) ability to ensure compliance with timely submission of all Miami-Dade County and HRSA programmatic, fiscal and administrative contractual reporting requirements in relation to the EHE Project .
- 13) Explain the proposing organization's system for safeguarding the confidentiality of clients (i.e., program-eligible people with HIV who are receiving services from the EHE Project or Ryan White Program, if applicable) and client records. Include in narrative form or as attachments the proposing organization's: definition of confidentiality [Health Insurance Portability and Accountability Act of 1996 (HIPAA), etc.]; policies regarding staff's compliance with confidentiality laws governing the protection of confidential information and privacy of service recipients (clients); efforts to conduct regular staff training on confidentiality issues, protection of client records, exchange and release of information, and protection of client's privacy; and how staff's knowledge of and compliance with confidentiality regulations is documented.
- 14) Describe the proposing organization's internal processes or measures used to monitor and control the quality of care provided by staff.
- 15) Explain how the proposing organization delivers services to people with HIV to ensure the services are provided in a compassionate, courteous, and non-judgmental manner. Explain the proposing organization's customer service approach. Specifically describe what policies and procedures are in place and what training is provided to staff (e.g., front office staff, receptionist, managers, medical staff, medical case managers, etc.) to ensure a compassionate, courteous, and non-judgmental service experience for EHE Project clients (e.g., from when the client calls to set an appointment, checks in with the receptionist upon arrival at the agency, sits in the waiting room, receives services, checks out after services are rendered, to when the client is contacted for follow up care).
- 16) Summarize the proposing organization's current grievance procedures, or those proposed to be established for the purposes for which the proposing organization is applying for funding under this RFP Solicitation. Indicate how the proposing organization informs customers (clients) and other service providers of its own grievance policies. Indicate how many client grievances (formal or informal) the proposing organization received in the past twelve-month period, and how many of these grievances were successfully resolved. Include, as **Attachment 6** to the RFP application, a copy of the proposing organization's grievance policies. Do not submit a copy of the Partnership or County's grievance policies and procedures (**included as Appendix I for reference only**) as **Attachment 6**.
- 17) Explain how the proposing organization solicits input from or involves people with HIV in its decision-making processes. Indicate whether or not the proposing organization has an established Client Advisory Board (CAB); and, if so, how often the CAB meets.
- 18) Include, as **Attachment 7** to the 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 the proposing organization's Board members and of the organization's staff (paid and volunteer).

- 19) Include, as part of the response to this proposal, a statement that ensures that the proposing 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.
- 20) 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 five (5) years. Complete the Contractor Due Diligence Affidavit identified in **Appendix D** of this RFP Solicitation and include it as **Attachment 13e** of the Proposer RFP application.
- 21) Explain how the proposing organization will ensure that services provided under an agreement (contract) 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 RFP 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.
- 22) Describe how the proposing organization recruits new clients to its agency.
- 23) Describe the proposing organization's current or planned activities to address stigma and discrimination experienced by people with HIV.

F. Narrative (include as Attachments 1.6a, 1.6b, etc.): Proposed Service(s) – Service Experience, Need, Program Plan, and Quality (Complete once for each proposed service category and do not exceed 10 pages per service category, not including required forms and/or appendices)

Carefully review the service category definition(s) included in **Section 3.0, SCOPE OF SERVICES**.

In the proposing organization's response to this section, describe the proposed service(s) by addressing all items below. **Proposing organizations are reminded that no exceptions may be taken to any requirements specified in the service definitions.**

- 1) Describe the proposing organization's **past** experience in providing the services in the proposed service category, including a brief description of the service provided, when the proposing organization began providing the service, as well as the amount and source of the funding received (i.e., federal, state or local contracts or grants), number of unduplicated clients served annually, and over what time period.
- 2) If the proposing organization **currently** provides the same type of service as requested in this proposal, indicate the entity (funding source and program) under which the service is being provided, number and level (i.e., full-time equivalent) of the staff providing the proposed service,

the amount of funding, the number of unduplicated clients served annually, and time period of the existing agreement. Complete a Funding Source Summary Form (**Appendix K**) and include this form as **Attachment 10** to the RFP application. **Appendix K** includes instructions for completing the Funding Source Summary Form.

- 3) Describe the level of need/demand for each proposed service as experienced by the proposing organization. In addition, describe the specific client groups, by gender and race/ethnicity, who are in need of the services these services. Specify the proposed programs target geographic area(s) and population(s) to be served.
- 4) Provide a description of the proposing organization's service approach and the rationale underlying the approach to be taken in providing the service. Describe what makes this approach innovative and creative. Provide a description of how the proposing organization will provide culturally sensitive services to specific racial/ethnic groups. Explain how the proposing organization will monitor client's adherence to HIV treatment and how HIV treatment adherence issues will be identified and resolved.

Be sure the service approach is in line with the brief service descriptions noted in **Sections 1.1, 3.17.1 through 3.17.2**, of this RFP solicitation document.

IMPORTANT NOTES:

- **If applying for HealthTec:** describe how the planned approach will lead to improved access to medical care, medical case management, mental health, and substance abuse counseling services; easier access to Ryan White Program enrollment without the need for transportation to an appointment or for childcare; removed barriers related to fear of disclosure and stigma; simplified follow-up care; reduced barriers to treatment adherence; improved treatment adherence leading to improved viral suppression. Explain how the proposing organization will address the access to and understanding of how to use telehealth services for clients who do not currently have the means (e.g., smartphones and internet service) or knowledge to use telehealth technology. Identify best practice approaches to improve service delivery. Describe how the proposing organization will acquire/purchase the telehealth technology (hardware, software, internet provider media plan); limit the use of the technology (hardware and software) for the purposes and functionality required for the provision and receipt of telehealth services by the proposing organization and the clients, respectively; distribute to and monitor use of the technology by clients; and ensure the telehealth hardware, software and internet access are HIPAA compliant. Describe how the proposing organization will use HealthTec services to address barriers (e.g., childcare, transportation, stigma, etc.) to accessing medical care, HIV medications, and supportive services. Address how the proposing organization will use HealthTec services to address issues affecting clients' ability to obtain and maintain viral suppression. Describe how the proposing organization will develop or work with the County to develop HIPAA compliant participant (client) agreements.
- **If applying for Quick Connect:** describe how the planned approach will lead to increased HIV medical care capacity by educating non-Ryan White Program (RWP)-funded medical practitioners in the community about HIV clinical guidelines and available treatment and support resources in the community; improved access to medical care, antiretroviral medications, medical case management, mental health, and substance abuse counseling services for individuals diagnosed in hospitals, clinics, or emergency rooms, using the local TTRA model; and improved linkage to care and treatment adherence leading to improved viral suppression

for any treatment naïve or out of care person with HIV without a medical home, including those who are not eligible for RWP services. Describe how the proposing organization will develop a welcome/informational packet to leave with these medical practitioners for use in informing potential clients of available HIV-related services in the community. Describe how the proposing organization will immediately or timely link newly identified clients to ongoing HIV medical care and HIV medications, through an on-call response team and/or through the provision of transportation assistance [e.g., rideshare services such as Uber or Lyft; agency van services; County Special Transportation Services (STS), etc.]. Identify best practice approaches to improve service delivery.

- 5) Describe the proposing organization's specific policies and procedures regarding quality of care in the provision of the proposed service, and describe all processes established to ensure quality of services to people with HIV.
- 6) Provide a schedule of hours of operation for the proposed service, a list of sites where the services will be available (i.e., where HealthTec services will be based; and geographic target areas for the purpose of ensuring the provision of countywide Quick Connect services), an estimated number of clients to be served, and an estimated number of units of service to be provided. Address the accessibility of services and the service location(s) (i.e., ADA, agency transportation, public transportation, etc.).
- 7) Indicate if staff required to provide the proposed service is currently employed by the proposing organization or if recruitment will be necessary. Identify a staff person to serve as the Official Contact (e.g., Program Director, Contract Coordinator, or other liaison) for the contract; said individual will be responsible for monitoring the contract provisions and must be available to meet with the County's OMB-GC staff to review activities on an "as needed" basis.

IMPORTANT NOTE: After proposal submission, but prior to the award of any contract issued as a result of this RFP Solicitation, the proposing organization 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.

- 8) Include as **Attachment 8** to the RFP application resumes and job descriptions for all key staff who will be providing direct services to clients under this service category, as well as the resume and job description of the staff to be assigned as the proposing organization's contract liaison to the County OMB-GC office if the application is successful. Also include as **Attachment 9** to the RFP application licenses for key professional staff, where applicable. Indicate if the proposing organization has any relevant accreditations (e.g., Joint Commission, etc.). (Approximately one page per person per resume and per job description; not included in page limit for this section).
- 9) Describe any innovations, standards, or best practices that have been implemented by the proposing organization in delivering the proposed service.
- 10) Describe how the proposing organization will evaluate (internally and through external feedback) the quality and effectiveness of the services it would provide under the proposed project, how it will detect deficiencies in service delivery under the proposed project, and how it will remedy identified problems or deficiencies. Also, confirm if the proposing organization agrees to actively participate in the Miami-Dade County Ryan White Program Clinical Quality Management process to help improve service delivery, appropriateness of clinical HIV care, and client satisfaction with services.

G. Line Item Budget and Narrative Budget Justification

- 1) Due to Federal requirements, the proposing organization **MUST** submit a categorical line item budget (see **Appendices B.1 and B.2** of this Solicitation), and narrative budget justification(s) (see **Appendix B.5** of this Solicitation) for each direct and indirect/administrative cost associated with the proposed service, using the object class categories listed below. Unless the proposing organization has a negotiated Federal Indirect Cost Rate Agreement (FICRA), a total dollar amount for indirect/administrative charges without a detailed breakdown on the budget form will not be accepted. Failure to submit the categorical line item budget with the proposing organization's proposal will **DISQUALIFY** the proposer from further consideration by the Evaluation/Selection Committee for award of funds. The proposing organization must also submit a copy of its current agency-wide budget, as **Attachment 16**. Submit a categorical line item budget form and narrative budget justification – one for each service category in the Proposer's application – as **Attachments 11a and 12, respectively**, to the RFP application. If applying for multiple service categories, number the line item budget forms as **Attachments 11a.1, 11a.2, etc.**; and number the corresponding narrative budget justifications as **Attachments 12.1, 12.2, etc.**

Object Class Categories, as referenced in **Appendices B.1 through B.5**, include: Personnel (salaries and fringe benefits), contractual expenses, supplies, travel, equipment, other direct costs, and indirect administrative charges. The line item budget should include all program related expenses for which funds are being requested.

A narrative budget justification must be included as part of this section. This narrative should specify how each line item is directly related and/or necessary to the provision of the proposed services. **Indirect/Administrative costs are capped at 10%, regardless of the proposing organization's approved, negotiated FICRA.** In the proposal responses, proposing organizations are required to follow the budget limitations (not to exceed maximum available funds) established by the County, as identified in this RFP Solicitation under **Section 3.0, Scope of Services**. **If applicable, a copy of the proposing organization's FICRA must be included with the submission as Attachment 11b.**

In the opening paragraph of the narrative budget justification, 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 paid within thirty (30) days of contract execution and submission of a complete and accurate invoice after the contract has been executed).

OR

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.

Submit these documents with the hardcopy original proposal and with the complete proposal copy.

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.

Price Forms are no longer required. The County's data management information system, Groupware Technologies' Provide® Enterprise, will track each subrecipient's contract award, the unduplicated number of clients served, the number of service units provided, the unit cost, and the amount to be reimbursed for each service. **In lieu of the Price Forms, in the opening paragraph of the budget narrative for each service category in this RFP application also include: the proposed number of unduplicated clients to be served and the total number of service units planned.**

H. Required Affidavits/Acknowledgments

*Proposers **MUST** complete, sign as required, notarize if necessary, and submit the following documents as part of their response to this RFP:*

- 1) All Proposers must acknowledge receipt of all the addenda issued in relation to this RFP Solicitation. See **Appendix D**. The Acknowledgment of Addenda form must be included with the proposal as **Attachment 13a**. Proposers should telephone the Contracting Officer for this RFP prior to submission of their proposal to verify that they have received all addenda issued.
- 2) All Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the Lobbyists Registration for Oral Presentation Affidavit must be completed, notarized and included in the proposal submission. "Lobbyist" specifically includes the principal of the proposing organization, as well as any agency, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. See **Appendix D** and include this affidavit as **Attachment 13b**.
- 3) All Proposers must complete and include the proposing organization's Subcontracting Form (including subcontracts and suppliers). See **Appendix D** and include this form as **Attachment 13c**. This form must be submitted to identify all first-tier subcontractors or subconsultants which will perform any part of the contract work and all suppliers which will directly supply materials to the selected Proposer for the work related to the Scope of Services. This form must also be submitted to provide a statement of the Proposer's subcontracting policies and procedures. This form must be signed by an authorized agent of the proposing organization.

For clarity as this requirement relates to services in this RFP Solicitation, "subcontractors" provide client services related to the proposed Scope of Services described herein to or on behalf of the proposing organization; "suppliers" provide goods and materials for the provision of services, such as medical supplies, pharmaceuticals, etc.. Do **not** include general office supplies on this form.

IMPORTANT NOTE: Do not leave this form blank. Failure to complete this form in its entirety or indicate "Not Applicable (N/A)", where appropriate, on sections of the form may deem the proposal non-responsive.

- 4) Proposers must complete and submit a notarized Miami-Dade County Collusion Affidavit. See **Appendix D** and include this affidavit as **Attachment 13d**.
- 5) Proposers must complete and submit a notarized Miami-Dade County Contractor Due Diligence Affidavit. See **Appendix D** and include this affidavit as **Attachment 13e**.

- 6) Proposers must complete and submit a notarized Public Entity Crime Affidavit. See **Appendix D** and include this affidavit as **Attachment 13f**.

Included as **Appendix E** of this RFP Solicitation, solely for the proposing organization's information is the County's Vendor Registration Form Packet. This packet will need to be completed and submitted if and when the Proposer has been selected for contract award.

4.18 Audit Requirements

Proposers must submit, as directed in Section 8.0 of this RFP Solicitation the proposing organization's most current, annual certified audit (Single Audit, if applicable), including, but not limited to, 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. However, where applicable, if an annual certified audit is not available, the proposing organization may submit financial statements and an annualized agency-wide operating budget (see **Attachment 16**). The proposing organization must also address in **Section E. 2)** of the proposal narrative how it will comply with contractual audit requirements in accordance with the federal Uniform Guidance and the County's Professional Services Agreement (contract).

4.19 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 4.17 (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 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 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 RFP Solicitation, includes all required documentation, is submitted in the format outlined in this RFP 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) calendar days in which to make final decisions regarding whether veto authority will be exercised.

A. PROPOSAL EVALUATION CRITERIA

Section	Maximum Points
1. Organizational Longevity, Experience, Cultural and Linguistic Capabilities of Key Staff, Confidentiality, Minority and Gender Representation	15
2. Past Performance, Audit, and Monitoring Reports (if applicable) & Due Diligence Review	Up to -5 (minus 5 points)
3. Cost, Budget, Financial Capacity, and Administration	20
4. Service Experience, Need, Program Plan, and Quality of Care and Service Delivery	30
5. Accessibility, Special Populations, Cultural Sensitivity, Barriers to Service Utilization, and Client Involvement in Decision-making	30
6. Compliance with RFP Solicitation Requirements	5
MAXIMUM SCORE:	100

1. Organizational Longevity, Experience, Cultural and Linguistic Capabilities of Key Staff, Confidentiality, Minority and Gender Representation (15 points):

Proposer identifies all required elements of the organization’s history, service and staff experience; cultural and linguistic capabilities of key staff to meet the needs of the proposed target population; minority representation of its Board of Directors; and client confidentiality; and includes all required supporting documents for this section in the form of attachments to the proposal, where applicable.

- Period of time that the proposing organization has been providing services in general (i.e., organization's history/longevity) **[Up to 3 points]**.
- Period of time that the proposing organization has of relevant experience in the successful delivery of the same or similar service(s) requested in this RFP Solicitation **[Up to 3 points]**.
- Period of time that key supervisory, professional service, and front line staff have been providing services similar to those requested in this RFP Solicitation; period of time key staff have been providing health and/or support services to people with HIV; key staff to provide the proposed services are currently employed at the agency; key staff clearly understand the requirements of HIPAA and follow policies and procedures to ensure client confidentiality; and Proposer clearly explains the cultural and linguistic competency capabilities of its staff who will be providing the services described in the RFP Solicitation response **[Up to 5 points]**:
- Proposer's Board of Directors and/or key staff providing care under the services detailed in this RFP Solicitation are reflective of the community or target population to be served (i.e., representative of the local HIV epidemic and the HIV client population proposed to be served in terms of racial/ethnic and gender distribution) **[Up to 4 points]**.

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

Proposer submitted relevant documentation to show that it is in good standing financially and contractually.

IMPORTANT NOTE: Proposer 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 outcome 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 a 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.

- Proposer has unresolved litigation issues that may negatively affect organizational or fiscal stability.

3. **Cost, Budget, Financial Capacity, and Administration (20 points):**

Proposer submits a complete, accurate, reasonable, cost effective, and well-justified line item budget form and includes a relevant narrative budget justification (description) of each line item and how the Proposer will be able to implement the proposed services on a reimbursement basis or have the organizational capabilities to comply with Federal requirements, if the organization plans to request “pay in advance;” provides relevant supporting documentation (e.g. certified audit, unaudited financial statements, bank statements, or line of credit) to support its financial capabilities to undertake the activities described in its Program Plan; provides a sufficient and relevant list of its other funding sources; and clearly indicates that it has sufficient administrative infrastructure to ensure appropriate documentation of services, oversight of the project, as well as completion and submission of required reports in a timely manner.

- 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; costs are deemed program-allowable and cost-effective; and the indirect/administrative costs do not exceed 10% of the total amount requested per service category *[Up to 8 points]*.
- Proposer’s financial capability to undertake the proposed scope of work on a reimbursement basis 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” *[Up to 5 points]*.
- Proposing organization’s plan for using EHE Project dollars is appropriate; the organization has demonstrated the ability to use program income, as well as leverage and maximize other funding streams and/or private insurance *[up to 5 points]*.
- Proposing organization’s plan for addressing conflict of interest is explained in detail; and proposer appropriately described its ability to meet EHE Project programmatic, fiscal and administrative reporting requirements *[up to 2 points]*.

4. **Service Experience, Need, Program Plan, and Quality of Care and Service Delivery (30 points):**

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

- Proposing organization has appropriate and sufficient experience in providing the proposed services *[Up to 2 points]*.
- Proposing organization clearly described the target population and level of need for the proposed services; as well as identified and addressed a gap in existing funded services for people with HIV, including unmet needs or service gaps among particular racial/ethnic

groups and geographic areas of the county that experience disparities in care *[Up to 8 points]*.

- 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); key staff are currently employed or there is an appropriate plan to hire staff in a timely manner; proposer's program plan (service approach) follows industry standards or generally-accepted best practices, is innovative, creative or otherwise appropriate; client orientation, screening process for program eligibility, and intake/registration process were well defined; proposer identified best practice or innovative approaches to improve service delivery *[Up to 10 points]*.
- **If applying for HealthTec: Proposing organization** clearly describes how the planned approach will lead to improved access to medical care, medical case management, mental health, and substance abuse counseling services; easier access to Ryan White Program enrollment without the need for transportation to an appointment or for childcare; removed barriers related to fear of disclosure and stigma; simplified follow-up care; reduced barriers to treatment adherence; improved treatment adherence leading to improved viral suppression. Proposing organization also clearly explains how the agency will address the access to and understanding of how to use telehealth services for clients who do not currently have the means (e.g., smartphones and internet service) or knowledge to use telehealth technology. The proposing organization identifies best practice approaches to improve service delivery; clearly describes how the agency will acquire/purchase the telehealth technology (hardware, software, internet provider media plan); limit the use of the technology (hardware and software) for the purposes and functionality required for the provision and receipt of telehealth services by the proposing organization and the clients, respectively; distribute to and monitor use of the technology by clients; and ensure the telehealth hardware, software and internet access are HIPAA compliant. The proposing organization will clearly describe how its HealthTec services address barriers (e.g., childcare, transportation, stigma, etc.) to accessing medical care and supportive services. The proposing organization also clearly describes how the agency will use HealthTec services to address issues affecting clients' ability to obtain and maintain viral suppression. The proposing organization clearly describes how the agency will develop or work with the County to develop HIPAA compliant participant (client) agreements.
- **If applying for Quick Connect: Proposing organization** clearly describes how the planned approach will lead to increased HIV medical care capacity by educating non-Ryan White Program (RWP)-funded medical practitioners in the community about HIV clinical guidelines and available treatment and support resources in the community; improved access to medical care, antiretroviral medications, medical case management, mental health, and substance abuse counseling services for individuals diagnosed in hospitals, clinics, or emergency rooms, using the local TTRA model; and improved linkage to care and treatment adherence leading to improved viral suppression for any treatment naive or out of care person with HIV without a medical home, including those who are not eligible for RWP services. The proposing organization clearly describes how the agency will develop a welcome/informational

packet to leave with these medical practitioners for use in informing potential clients of available HIV-related services in the community. The proposing organization clearly describes how the agency will immediately or timely link newly identified clients to ongoing HIV medical care, through an on-call response team and/or through the provision of transportation assistance [e.g., rideshare services such as Uber or Lyft; agency van services; County Special Transportation Services (STS), etc.]. The proposing organization also clearly identifies best practice approaches to improve service delivery.

- Proposing organization identified relevant existing Memoranda of Understanding, referral and linkage agreements, letters of commitment, or other documentation of working relationships in place and fully active with other Ryan White Program and non-Ryan White Program-funded providers; an effective date for each formal relationship was included in the response *[Up to 5 points]*.
- Proposing organization's mechanism for reviewing and evaluating the services and quality of client care to identify deficiencies and to ensure remedy of service delivery problems is appropriate and effective; proposer ensures that staff deliver services in a compassionate, courteous, culturally sensitive, and non-judgmental manner, especially towards people with HIV; proposing organization clearly demonstrates that its staff have strong and caring customer service skills; proposer's plan for the integration of services funded under the Ryan White Program with other non-Ryan White services offered within the agency or externally was well defined, to the extent that program-eligible clients are placed into regular Part A or MAI services as a result of a HealthTec and/or Quick Connect encounter *[Up to 5 points]*.

5. **Accessibility, Special Populations, Cultural Sensitivity, Barriers to Service Utilization, and Client Involvement in Decision-making (30 points):**

Proposer describes its service approach in terms of accessible service hours, service locations, transportation, and cultural sensitivity in sufficient detail; clearly demonstrates how people with HIV have an active role in the proposing organization's planning and decision-making process; clearly describes how it will serve clients with special needs or disabilities; clearly describes its proposed services in terms of reaching clients in high need areas, traditionally underserved areas, etc.; and includes all required information:

- Proposing organization's service hours and service locations are accessible, including but not limited to providing services during non-traditional business hours, addressing the needs of clients with transportation barriers, etc. *[Up to 5 points]*.
- People with HIV have an active role in the proposing organization's planning and decision-making process (e.g., active role on the Board of Directors, member of proposer's client advisory committee, client satisfaction surveys, etc.) *[Up to 5 points]*.
- Proposing organization's provisions for participants with special needs or disabilities is clearly described; and proposing organization assures non-discrimination in service delivery *[Up to 5 points]*.
- Proposing organization clearly describes its planned service delivery approach with regards to high need areas, traditionally underserved areas, or high need populations (i.e.,

specific racial/ethnic groups or geographic areas of the county where HIV incidence or prevalence are high) *[Up to 5 points]*.

- Proposing organization's cultural sensitivity as demonstrated by its willingness and ability to accommodate clients of different educational backgrounds, language needs or preferences, racial and ethnic groups, and other special populations is strong and appropriate *[Up to 5 points]*.
- Proposing organization's grievance process is relevant to the agency and appropriate; the process is conducted in a timely manner; and the proposer indicated the number of formal and informal grievances is has received and resolved *[Up to 5 points]*.

6. Compliance with RFP Solicitation Requirements (5 points):

- Proposing organization submitted all required elements of the RFP without significant omissions or inconsistencies, followed the required RFP format, and responded to all questions or items that were posed *[Up to 5 points]*.

5.3 Oral Presentations

Upon review of proposals based on 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 RFP 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, with each contract during the full term of the agreement (i.e., the initial 9-month contract period, with up to three, one-year options to renew), 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 five (5) years.

Any Proposer recommended for negotiations may be required to provide to the County 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 RFP Solicitation will be submitted to the County Mayor or County Mayor's designee for approval and for the County Mayor to make a final recommendation to the Miami-Dade Board of County Commissioners for its 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(s) 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 Clerk.Board@MIAMIDADE.GOV and emailed to the RFP Contracting Officer, Daniel T. Wall, at HIV-AIDS@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. EHE-0521. 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 Clerk.Board@MIAMIDADE.GOV and email a copy to the 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 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 (excluding weekends and holidays) 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 as **Appendix H**. 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. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>; or, contact the County's Procurement Management division at (305) 375-5773, or by e-mail to ISD-VSS@miamidade.gov, for assistance. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration is current, complete and accurate. 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 screenshot of the County's

Online Vendor Registration webpage is included as **Appendix E** to this RFP Solicitation for informational purposes only.

Please note that it is not necessary to complete a vendor registration or complete vendor affidavits prior to submitting the application for this RFP 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 RFP Solicitation will be for an initial 9-month period with up to three, one-year (i.e., 12-month) options to renew thereafter, at the County's sole discretion, based on contract performance, continued appropriations by Congress, and availability of adequate funds.

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 services, vendor registration, resolution from the 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 (in total, across all service categories funded under this agreement) and the Proposer intends to use subcontractors to provide the scope of services or suppliers to supply the materials, the Proposer shall provide the names of the subcontractors and suppliers as a condition of award, in a format to be provided by the County. Proposer agrees that it will not change or substitute subcontractors or suppliers from those listed without prior written approval of the County.

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7.0 APPENDICES

Appendices for this RFP Solicitation document include the following:

RFP LOCATION	ITEM TITLE	PROPOSAL SUBMISSION
Appendix A, pg. 1	APPLICATION COVER SHEET	ATTACHMENT 1.1
Appendix A, pg. 2	PROPOSAL SUBMISSION CERTIFICATION	ATTACHMENT 1.2
Section 4.17 of RFP	CONTENTS OF PROPOSAL (i.e., PROPOSAL NARRATIVE RESPONSE ITEMS)	ATTACHMENTS 1.3 through 1.6
Appendix B.1	BUDGET FORM	ATTACHMENT 11a
Appendix B.2 – B.4	BUDGET FORM INSTRUCTIONS	Do not submit.
Appendix B.5	NARRATIVE BUDGET JUSTIFICATION INSTRUCTIONS	Submit the narrative budget justification(s) as ATTACHMENT 12
Appendix C	LABEL [to be taped on outside of application package(s)]	Attach (tape) to outside of application package.
Appendix D	COUNTY VENDOR AFFIDAVITS AND REQUIREMENTS (<i>i.e., Acknowledgment of Addenda, Lobbyist Affidavit, Subcontracting Form, Collusion Affidavit, Contractor Due Diligence Affidavit, and Public Entity Crime Affidavit</i>)	ATTACHMENTS 13a through 13f
Appendix E	ON-LINE VENDOR REGISTRATION INSTRUCTIONS (<i>NOTE: The Vendor Registration instructions are provided for the information of prospective Proposers only.</i>) (<i>for reference only.</i>)	Do not submit at this time; will be required at time of award.
Appendix F	COUNTY DUE DILIGENCE CHECKLIST (<i>for reference only</i>)	Do not complete and submit at this time.
Appendix G	Local Telehealth Policy and Procedures, "Provision of Telemedicine, Tele-Mental Health, Tele-Medical Case Management and Tele-Substance Abuse Outpatient Care as forms of Telehealth"	Do not submit.
Appendix H	DRAFT FORM AGREEMENT (SAMPLE CONTRACT) (<i>for reference only</i>)	Do not complete and submit at this time.
Appendix I	MIAMI DADE COUNTY RYAN WHITE PROGRAM GRIEVANCE POLICY AND PROCEDURES (<i>NOTE: not a substitute for the proposing organization's own grievance procedures</i>) (<i>for reference only</i>)	Do not complete Miami-Dade County's Grievance Policy and Procedures.
Appendix J	FEDERAL POVERTY LEVEL (FPL) GUIDELINES TABLE (<i>example from the local Ryan White Program for Fiscal Year 2020, for reference only</i>)	Do not submit.
Appendix K	FUNDING SOURCE SUMMARY (<i>template and instructions</i>)	ATTACHMENT 10
Appendix L	TTRA Guidance: Test & Treat / Rapid Access – Analyses of Miami-Dade County Data, Revised November 21, 2019	Do not submit.

8.0 APPLICATION CHECKLIST

Full Legal Name of Proposing Organization: _____

THE FOLLOWING IS A LIST OF ATTACHMENTS THAT MUST BE INCLUDED IN RFP APPLICATION SUBMISSION FOR THIS SOLICITATION ALONG WITH THE PROPOSAL NARRATIVE. INCLUDE THIS CHECKLIST AS ATTACHMENT 2

✓ if included with RFP application submission or N/A	REQUIRED ATTACHMENTS		"Part" of application to group the item in: Part 1 or Part 2
	#	Item Title	
	1.1	Application Cover Sheet	Part 1
	1.2	Proposal Submission Certification	Part 1
	1.3	Table of Contents	Part 1
	1.4	Section 4.17 D – Abstracts (include as 1.4a, 1.4b, etc.; separate for each service category)	Part 1
	1.5	Section 4.17 E - Narrative (organizational longevity, experience, etc. ; submit once)	Part 1
	1.6	Section 4.17 F – Narrative (proposed services; include as 1.6a, 1.6b, etc.; separate for each service category)	Part 1
	2	Section 8.0 – Application Checklist	Part 2
	3	Corporate Tax Status proof [e.g., IRS 501(c)3; etc.]	Part 2
	4	Organizational Chart	Part 2
	5	Certified Audit and/or Financial Statements	Part 2
	6	Proposer's Grievance Procedures	Part 2
	7	Board of Directors List of officers and members; along with a race, ethnicity & age breakdown of Board officers and members, and agency staff	Part 2
	8	Resumes and job descriptions for key staff and contract liaison	Part 2
	9	Licensure or accreditation documentation, where applicable	Part 2
	10	Funding Source Summary	Part 2
	11a	Budget Form(s) [include as 11.a.1, 11.a.2, etc.; separate for each service category]	Part 1
	11b	Federal Indirect Cost Rate Agreement, if applicable	Part 1
	12	Narrative Budget Justification(s) [include as 12.1, 12.2, etc.; separate for each service category]	Part 1
	13	AFFIDAVITS:	Part 2
		13a – Acknowledgment of Addendum/a	13d – Collusion Affidavit

✓ if included with RFP application submission or N/A	REQUIRED ATTACHMENTS		"Part" of application to group the item in: Part 1 or Part 2
	#	Item Title	
		13b – Lobbyist Affidavit	13e – Contractor Due Diligence Affidavit
		13c – Subcontracting Form	13f – Public Entity Crime Affidavit
	14	Certificate of Status from the Florida Department of State, Division of Corporations	
	15	Proposing organization's current tax return [e.g., IRS Form 990 (if Proposer is a non-profit), etc.]	
	16	Proposing organization's agency-wide operating budget; most current	
	17	Proposing organization is two (2) most recent site visit monitoring reports and related corrective action plans	



Appendix A

**Application Cover Sheet
and
Proposal Submission Checklist**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**



**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:

**ENDING THE HIV EPIDEMIC (EHE)
HEALTHTEC AND QUICK CONNECT SERVICES**

(RFP No. EHE-0521)

Full Legal Name of Proposing Organization:	
Federal Tax ID Number:	
Street Address: <i>(Street, City, State, Zip)</i>	
Mailing Address (if different): <i>(Street, City, State, Zip)</i>	
Agency Phone:	
Agency Fax:	
Official Applicant Contact Person:	
Email address:	
Service Category	Amount Requested <i>(enter \$0 below, if not applying for a listed component)</i>
HealthTec	
Quick Connect	

**ENDING THE HIV EPIDEMIC (EHE)
HEALTHTEC AND QUICK CONNECT SERVICES**

(RFP No. EHE-0521)

Proposal Submission Checklist

Please **circle** the appropriate response for each of the following questions; then complete the certification at the end of this page.

- 1) Is the proposing organization located (headquartered) in Miami-Dade County?

YES (<i>skip to #3</i>)	NO	
---------------------------	----	--

- 2) If no to #1, does the proposing organization provide services within Miami-Dade County?

YES	NO	NOT APPLICABLE
-----	----	----------------

- 3) Is the proposing organization a for-profit or non-profit organization?

FOR-PROFIT	NON-PROFIT	
------------	------------	--

- 4) If the proposing organization is a non-profit, is a copy of the organization’s IRS letter of determination documenting its current status as a 501(c)3, along with a copy of the most current IRS Form 990, included with the application?

YES	NO	NOT APPLICABLE
-----	----	----------------

- 5) Is a copy of the proposing organization’s most current tax returns included with the application?

YES	NO	
-----	----	--

- 6) Is a copy of the last certified audit, if available, or audited/unaudited financial statements; and documentation of the proposing organization’s annual agency-wide operating budget included with the application?

YES	NO	
-----	----	--

- 7) Does the proposing organization comply with the requirement to not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, veteran status, source of income, or real or perceived status as a victim of domestic violence, dating violence or stalking, in regards to its contractual obligations, work, and services performed?

YES	NO	
-----	----	--

I certify that all information contained in this application is true and accurate. I understand that material omission or false information contained in this application constitutes grounds for disqualification of the Proposing Organization and this application. I further understand that by submitting an application I, as an authorized representative of the organization, am accepting the terms and conditions as they appear in the RFP Solicitation document and attachments.

Signature

Title

Print Name

Date

Agency Name

(Affix Corporate Seal or Notary Stamp and Signature)



Appendix B

**BUDGET FORMS,
BUDGET FORM INSTRUCTIONS,
NARRATIVE BUDGET JUSTIFICATION
INSTRUCTIONS**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

LINE ITEM BUDGET FORM

Organization

Service Category

Budget Period
08/02/2021 - 2/28/2022 (7-month budget, first year)

Object Class Categories	Ryan White		Other Funding				Total Agency Cost For Budget Period	Adjusted Salary Cap **	Percent to be Charged to EHE on this budget (of "Adjusted Salary Cap", where applicable)
	EHE Direct Service Costs	EHE Indirect / Admin. Costs*	Other EHE / Part A / MAI Funds	All Other Federal Funds	City and/or State	General Oper./ Private			
COSTS:									
Personnel									
1. Position							\$0		
<i>Fringes</i>							\$0		
2. Position							\$0		
<i>Fringes</i>							\$0		
3. Position							\$0		
<i>Fringes</i>							\$0		
4. Position							\$0		
<i>Fringes</i>							\$0		
5. Position							\$0		
<i>Fringes</i>							\$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, 2020 (P.L. 116-94), the limitation on charging salaries to DHHS/HRSA grant funds is \$197,300 (Executive Level II salary cap effective January 1, 2020); 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 2021.

Instructions for Completing
Line Item Budget Form

NOTE: Proposers MUST use the Line Item Budget Form provided; a separate form for each Ending the HIV Epidemic (EHE)-funded service category (HealthTec and Quick Connect). 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 EHE Program.
3. In the box titled **“Budget Period,”** please indicate the time period as **August 2, 2021 through February 28, 2022**, 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 **“EHE Direct Service Costs,”** please indicate the projected amount for each line item to be requested under EHE as a direct cost for this service category only.
6. In the column labeled **“EHE Indirect/Admin. Costs,”** please indicate the projected amount of indirect/overhead/administrative costs to be requested under EHE 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 “EHE 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 “EHE 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 EHE, 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 EHE, Part A, or MAI-funded service category (i.e., same line item on other EHE, Part A, or MAI budgets) is also listed under this budget, the proposing organization must include this contribution as “Other EHE/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 EHE, 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, 2020 (P.L. 116-94), the limitation on charging salaries (i.e., the salary cap) to DHHS/HRSA grant funds is \$197,300, effective January 1, 2020. 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 EHE (this budget)”** (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 EHE funding.
 - i. For each direct service line item, the percent charged to EHE, for each service category, equals the amount listed as a **“EHE Direct 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 EHE, for each service category, equals the amount listed as a **“EHE Indirect/Administrative 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 an EHE 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 EHE 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 EHE under this service category only in the space provided (i.e., the sum of “EHE Direct Service Costs” and “EHE Indirect/Administrative Costs” columns). This amount MUST match the amount per service category indicated on the Application Cover Sheet in Appendix A.

SAMPLE - See referenced steps in Appendix B.4

Appendix B.3

FY 2020-21

EHE

LINE ITEM BUDGET FORM

13

Organization	Service Category	Budget Period
1	2	3

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

4

8

7

6

9

12

5

10

11

**Ryan White EHE 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
- Use only one budget form (multiple pages, if necessary) per service category.

✓ For example, one budget form for HealthTec and a separate budget form Quick Connect.

STEP 3: BUDGET PERIOD

- The budget period for the first year will be for an initial 7-month period; subsequent years of the cooperative agreement are expected to be 12 months.
- ✓ 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 7 months as opposed to budgeting 10 positions for 3.5 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 services to EHE clients.
- 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:** Travel, supply, telephone, and rent costs may be considered direct costs based on the purpose, justification, how the line item is tracking in the agency's accounting system, and whether the cost is already included in the agency's indirect costs.
- **Only include line items that are being charged to the Part A/MAI Program.**

B. PERSONNEL

- Identify personnel to be covered by EHE funding per service category.
- Identify the staff person's 7-month, prorated annual salary and fringe benefits and prorate those amounts based on the established budget period (August 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., 8/2/2021 – 12/31/2021) to identify the time period that the staff person will be covered by EHE if the time period is less than the budget period identified in Step 3 (e.g., 8/2/2021 – 2/28/2022).

APPENDIX B.4

- 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 EHE funding may not exceed the level of effort each staff person contributes to the EHE Program.
 - ✓ For example, if a full-time staff member spends 75% of their time providing direct service to EHE clients, and 25% of their time to another program, your organization may charge up to 75% of that person's salary and fringe benefits to EHE as a direct 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 EHE Indirect/Administrative Costs.

C. TRAVEL

- Include costs associated with mileage expenses (local only) incurred by the agency's EHE direct service staff only for program-allowable direct services to clients.
- Tolls and parking may be included as a separate line item.
- Travel outside of Miami-Dade County is not covered unless pre-approved by Miami-Dade County for program-allowable services.
- 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 \$0.56 per mile as of January 1, 2021, 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 supplies (e.g., medical, telehealth supplies, telehealth equipment less than \$1,000 per item, Quick Connect supplies, etc.). 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, other telehealth equipment, etc.).
- NOTE: Purchases greater than \$1,000 per item become property of the County and the EHE 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 EHE funds under this Agreement or prior year Agreements should be American-made, to the greatest extent practicable.

F. CONTRACTUAL

- Include contracted services related to each EHE service category program.
- CAUTION: Contractual agreements (i.e., subcontracts) MUST receive prior consent from the Office of Management and Budget-Grants Coordination.
- Narrative justification 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 EHE program services provided to or on behalf of EHE clients.
- List each additional direct cost separately (e.g., transportation vouchers, room occupancy c, etc.).

H. OTHER INDIRECT/ADMINISTRATIVE COSTS

- Include any other expense not related to the provision of direct EHE program services to or on behalf of EHE clients. 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.

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.
- Determine annual, 12-month totals.
- Prorate, as needed, for a line item budget period that is less than 12 months (i.e., prorate for 7-months for this RFP Solicitation.
 - 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 7, in order to find what the prorated Total Cost would be for 7 months. ($\$120,000 / 12 = \$10,000 \times 7 = \$70,000$) **or** (12-month salary prorated to 5 months if budget period for an individual staff or item only covers 5 months; $\$75,000 \text{ annual} / 12 \text{ months} = \$6,250$ prorated monthly, $\$6,250 \times 5 \text{ months} = \$31,250$ 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 September 1st and will have an annual salary of \$60,000, prorate the salary for 6 months (9/1/2021 to 2/28/2022) as follows: $\$60,000 \div 12 = \$5,000 \times 6 = \$30,000$.
 - This is especially important when showing contributions from other budgets, including other EHE, Part A or MAI, where there is an overlap in the time period for a line item.
- 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 EHE 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 in developing the budget are not realistic and will become problematic when completing your organization's contract budget and Final Line Item Expenditure Report (FLIER) at the end of the grant period, if funded.

STEP 6: 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.
- The Total Amount Requested is the sum of all EHE Service Costs and all EHE Indirect/Administrative Costs for each service category.

STEP 7: EHE INDIRECT/ADMINISTRATIVE COSTS TOTAL

- The amounts indicated in this column for allowable costs when added together may not exceed 10% of the Total Amount Requested that was calculated in Step 6 above.

STEP 8: EHE DIRECT SERVICE COSTS TOTAL

- The total for the EHE Service Costs column equals the Total Amount Requested minus the total for the EHE Indirect/Administrative Costs column; or the total of all direct service line item costs in the "EHE Direct Service Costs" column.
 - ✓ For example, if the Total Amount Requested is \$100,000 and the EHE Indirect/Administrative Costs Total is \$10,000, then \$90,000 must be allocated to EHE Direct Service Cost expenses.
- Only expenses specifically related to the provision of direct services to or on behalf of EHE 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 EHE, Part A or MAI service category budgets that have similar line items with overlapping budget periods. These Other EHE, Part A, or 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 (Federal Executive Level II). In accordance with the Consolidated Appropriations Act of 2020 (P.L. 116-94), the limitation on charging salaries to HHS Grant Funds is \$197,300; 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 \$197,300 in Step 10, the corresponding FB rate would be \$39,460 (\$197,300 X 20% = \$39,460).
- The Percent Charged to EHE in Step 11 below will be based on this salary cap.

STEP 11: PERCENT CHARGED TO EHE (for the corresponding budget)

- The Percent Charged to EHE 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. If funded, 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:**

$$\frac{[(\text{EHE Direct Service Cost} + \text{EHE Indirect/Administrative Cost}) / \text{Total Agency Cost for Budget Period}]$$

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

[(EHE Direct Service Cost + EHE Indirect/Administrative Cost) / Adjusted Salary Cap (i.e., \$197,300)]

- For example, for a physician whose total salary for the 12-month period is \$200,000 (or \$116,667 for 7 months) and expects to dedicate 50% of their time to EHE services, in the “Total Agency Cost for Budget Period” column type \$116,667, in the “Adjusted Salary Cap” column type \$115,092, and in the “Direct Service Costs” column for this staff position, the maximum amount that can be typed in (charged to the program) is \$57,546 (or 50% of the \$115,092 adjusted salary cap as prorated for 7 months).
- ✓ 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 EHE.
- The Percent Charged to EHE, in most cases, is limited to the percentage of EHE clients as a portion of your organization’s total client population, as detailed in the narrative budget justification.
 - ✓ For example, if EHE clients who are receiving HealthTec services are expected to make up 20% of your organization’s total client population, then up to 20% of the expense for the agency’s general office supplies could be charged to the EHE budget as an indirect/administrative cost under the HealthTec budget, unless otherwise justified.
- However, the Percent Charged to EHE for staff salaries and fringe benefits is limited to the staff person’s level of effort provided to or on behalf of EHE clients (for direct services) or to the EHE Program (for indirect/administrative related work).
 - ✓ For example, if a full-time physician is scheduled to dedicate 50% of their time to providing HealthTec services to EHE clients, up to 50% of their salary and fringe benefits could be charged to the EHE Program as a direct cost. However, if funded, 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 EHE for some expenses (e.g., rent, telephones, and supplies) is based on usage.

APPENDIX B.4

- ✓ For example, the Percent Charged to EHE for telephones can be based on the number of phone lines dedicated to the EHE Program.
- ✓ The Percent Charged to EHE for general rent can be based on client population and would be considered an indirect/administrative cost; or rent can be based on the square footage used by program staff (e.g., medical staff when seeing clients), and could be considered a direct 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 the RFP Contracting Officer.

STEP 12: TOTALS

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

STEP 13: HEADER

- The corresponding Fiscal Year and the RFP number have been referenced in the top right corner of the form:

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 (with standard rounding)**. 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 budget form in this RFP.
- Budgets that do not conform to these instructions may be scored lower in the corresponding RFP Evaluation/Selection Committee review process.

**RYAN WHITE EHE PROGRAM
INSTRUCTIONS FOR PREPARING A
NARRATIVE BUDGET
JUSTIFICATION**

NOTE: These instructions may also be used as a guide to complete proposed budgets for a corresponding Request for Proposals process. In such cases, “Proposing Organization” and “Subrecipient” are used interchangeably in these instructions for the Ending the HIV Epidemic (EHE) RFP Solicitation.

A budget justification (narrative) must be submitted along with **each** categorical (line item) budget form explaining the association of each planned expenditure to EHE-funded service program in relation to the organization’s total planned expenditures. Narrative budget justifications must be specific, concise, and reflective of the budget period. **NOTE: A separate line item budget form is required for each service category.**

The following guidelines must be followed when preparing a narrative budget justification:

- **IMPORTANT: Please be advised, due to Federal requirements all costs (direct and indirect/administrative) must be presented on the line item budget form provided by the Office of Management and Budget-Grants Coordination/Ryan White Program (OMB) using the standard line item categories of personnel, fringe benefits, travel, supplies, equipment, contractual, and other. In addition, the budget narrative must include a justification for each line item. A total dollar amount for indirect/administrative charges without a detailed breakdown of individual expenses will not be accepted unless the subrecipient (service provider) has a Federal Indirect Cost Rate Agreement.** In general, the percentage to be charged to EHE for any individual indirect/administrative cost may not exceed the percentage of clients, in relation to your organization’s total HIV/AIDS client population, who are expected to receive the specific service for which the EHE budget is being presented.
- In accordance with HRSA Policy Clarification Notice #16-02, the following costs are **unallowable** under this grant:
 - Cash payments to program recipients (clients)
 - However, “where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used.”
 - Clothing
 - Employment and employment-readiness services (except in limited, specified instances in service categories that are not funded by the local Part A Program)
 - Funeral and burial expenses
 - Property taxes
 - Pre-Exposure Prophylaxis (PrEP)
 - non-occupational Post-Exposure Prophylaxis (nPEP)
 - Materials designed to promote or encourage, directly, intravenous drug use or sexual activity

- International travel
 - Purchase or improvement of land
 - Purchase, construction, or permanent improvement of any building or other facility
- The total amount of all indirect/administrative costs (i.e., total combined amounts in the EHE Indirect/Administrative Cost column) may not exceed 10% of the Total Amount Requested for each service category. **Indirect/administrative expenses that do not conform to this standard policy will be reviewed in relation to their corresponding justification and adjusted, if necessary, during the contract development process.**
- For Direct Client Services budgets, in the **opening paragraph of the Budget Justification**, each budget justification should include, as an introductory statement, the proposing organization’s planned total client population (or more specifically the organization’s HIV client population) and the percentage of clients who would receive a particular EHE-funded service. For example, the opening paragraph may read as follows:
- ABC Clinic, Inc. (ABC) anticipates serving approximately 2,000 clients during the 9-month budget period. A total of approximately 500 (25%) of these clients are people with HIV who will receive EHE-funded HealthTec services during the 9-month budget period.

OR

- ABC Clinic, Inc. (ABC) anticipates serving a total of 1,500 people with HIV, regardless of the funding source, during the initial 7-month budget period. It is anticipated that approximately 500 (33%) of these people with HIV will be clients who are enrolled in the EHE-funded HealthTec services during the initial 7-month budget period.
- NOTE: This description may be necessary to help justify the percentage of a line item cost to be charged to the EHE Program in a particular service category. At a minimum, the number of clients proposed to be served in the Ryan White Program-funded service category must be identified in the opening paragraph of the budget justification. This helps to clarify a “fair share” allocation to the Ryan White Program, and identify the proposed number of clients to be served for each service category or service category component (e.g., medical case management and peer education services; level I or II mental health services; etc.).

Budget Period

- The **budget period** must be consistent with the requested budget amount(s) indicated in the organization’s corresponding line item budget form. For the purposes of this RFP Solicitation, budgets must reflect an initial 7-month contract period (August 2, 2021 through February 28, 2022). **Agencies should not propose a budget with the expectation that other EHE, Part A or MAI funds will become available through reallocation (sweeps) processes during the year to sustain budgeted costs through the end of the contract period, if funded.** If your organization’s expenses are not totally covered by the EHE funding, and there are no other State, Federal, and/or local resources available to support these costs, then your organization

may need to eliminate and/or reduce expenses to ensure that the program is operating in accordance with its current funding level and not in a deficit throughout the budget period.

Direct Service Costs

- Direct service costs are those that can be identified specifically with the provision of services directly to or on behalf of EHE program-eligible person with HIV (i.e., client). Direct service personnel are those who actually provide services to eligible clients. Personnel who complete paperwork solely for billing and record keeping purposes (with the exception of health insurance billers, medical case managers, peers, and outreach workers) are not considered direct service costs. Similarly, salaries and fringe benefits for administrative personnel are not considered direct service costs.
- Other allowable direct service costs are those items or services that are utilized by direct service personnel to provide services to clients or those items utilized by the clients directly.
- **Any costs included in an organization's Federal Indirect Cost Rate Agreement (i.e., Negotiated Indirect Cost Rate Agreement) cannot be separated out as a direct service cost.**
- **Direct Service Personnel** expenditures must be explained by including a brief description of the role of the position that would be providing EHE-funded HealthTec or Quick Connect services to or on behalf of EHE program clients and the percentage of their projected salary to be charged to the EHE budget. Proposing organizations must justify the percentage to be charged to the EHE program by indicating the amount of time individual staff members would contribute or dedicate to the EHE Program. Organizations must indicate if the position is planned as full-time or part-time. For full-time staff, the percentage of time they will spend providing direct services to EHE Program clients must be included in the justification. For hourly, part-time, or per diem employees, the rate of pay (e.g., pay rate per hour or per day) must be indicated, as well as the planned number of hours of work per day/week/month. The methodology utilized by the proposing organization to arrive at the amount and percentage to be charged to the EHE Program for each line item must be clearly explained.
- **IMPORTANT: Do not group personnel costs together under one line item, by position or similar assignment. Each staff person on the line item budget form must be listed separately. In few instances, with sufficient justification, County OMB may allow an exception to this rule for outpatient medical care providers; and prior approval is required.**
- A breakdown of **fringe benefits** components (including the overall fringe benefits percentage) must be included as part of the justification for each direct service position listed on the proposed budget. List the fringe benefit components specifically (e.g., FICA, MICA, health insurance, dental insurance, vision insurance, retirement, 401(k), etc.). **Also include the specific percentage for EACH fringe benefit component for personnel listed in either EHE service category budget.**
- **Travel: Mileage (local only)** is only allowable for direct service staff and the reasons for travel must be explained and justified. Organizations will be reimbursed at their internal rate as long as said rate does not exceed the County rate, which is equivalent to the most

current U.S. GSA Privately Owned Vehicle (POV) mileage reimbursement rate posted on www.gsa.gov/mileage. For example, the **U.S. GSA POV rate is currently \$0.56 per mile as of January 1, 2021**, and is subject to change on January 1, 2022. The County will change whenever this federal rate changes. Gas is not covered as a separate cost.

- **Travel: Parking and Tolls (local only)** is only allowable for direct service staff and the reasons for travel must be explained and justified. Organizations must maintain proper and sufficient documentation to support the cost and its relation to direct client services. Gas is not covered as a separate cost.
- **Supplies** are allowable only for the direct provision of services under the funded program. These costs must be described in detail and the amounts, percentages, and need for each item must be justified. If necessary, these supplies may be listed as separate line items in the rows labeled "Other Direct Costs." If separately listing the supply item, please clearly and briefly list the name or type of supply (e.g., Other Direct Costs: Telephones; Other Direct Costs: Program Supplies; etc.). The methodology your organization utilized to arrive at the amount and percentages to be charged to the EHE Program must be clearly explained. **Any supplies included in an organization's Federal Indirect Cost Rate Agreement (i.e., Negotiated Indirect Cost Rate Agreement) cannot be separated out as a direct cost.**
- **Equipment** is allowable if it is utilized in the direct provision of services under the funded program. The type of equipment must be listed and its proposed use for the EHE Program must be described and justified. The methodology your organization utilized to arrive at the amount and percentages to be charged to the EHE Program must be clearly explained. If the proposing organization is funded, an inventory of equipment purchases that are equal to or greater than \$1,000 per individual item must be maintained by the subrecipient and reported annually to the Miami-Dade County OMB in a format to be provided by the County.
- **Contractual** services such as contracted medical providers, therapists/counselors, etc., must include a description of the proposed service they would provide in context of the corresponding service category. Contractual line items must include details of the payment structure: a description of hourly rates and number of hours, per visit charges, procedure costs, monthly fee, etc. **If the proposing organization is funded and prior to contract execution**, all contractual line items require a subcontract agreement including items required by the County which must be submitted to Miami-Dade County OMB for review and consent **prior to implementation**. Failure to adhere to this requirement may cause the County OMB to disallow or require repayment of reimbursed funds.
- **Telephones, Cellular Phones, and Facsimiles** are allowable expenditures. Telephones, cellular phones and faxes must include the number of phone lines and cost per phone line. If included as a direct service cost, indicate what percentage (%) of time the phones and faxes are used towards the provision of EHE direct client services; or what % of phones out of the agency's total phones is dedicated to use by direct service staff under the Ryan White Program budget. Cell phones must include the cost per month for cellular service, the percentage of time the cell phone is utilized for the provision of direct client services, and the number of cell phone(s) being charged to the EHE Program. If included as a direct service cost, indicate what % of the cell phone is used towards the provision of EHE direct client services.

- **Generic line items, such as “Miscellaneous”, will not be accepted.** Each line item must be clearly identified and adequately justified. If a line item is composed of several related costs, each cost must be itemized separately as part of the justification for that overall line item.

- **Other costs may be considered as direct service costs if they are properly justified. If funded, these other costs require prior approval from Miami-Dade County OMB prior to contract execution or implementation.** The line item’s relation to the provision of EHE-funded direct client services must be described as well as the methodology utilized by your organization to arrive at the amount and percentage to be charged to the EHE Program.

- In accordance with HRSA Policy Clarification Notice # 15-01, as may be amended, for all EHE service providers (subrecipients), the following programmatic costs are not required to be included in the 10% limit on administrative costs; they may be charged to the relevant service category directly associated with such activities:
 - Biannual RWHAP client re-certification;
 - The portion of malpractice insurance related to RWHAP clinical care (e.g., medical, etc.);
 - The portion of fees and services for electronic medical records maintenance, licensure, and annual updates, and staff time for data entry related to RWHAP clinical care and support services;
 - The portion of the clinic receptionist’s time providing direct RWHAP patient services (e.g., scheduling appointments and other intake activities);
 - The portion of medical waste removal and linen services related to the provision of RWHAP services;
 - The portion of medical billing staff related to RWHAP services;
 - The portion of a supervisor’s time devoted to providing professional oversight and direction regarding RWHAP-funded core medical or support service activities, sufficient to assure the delivery of appropriate and high-quality HIV care, to clinicians, case managers, and other individuals providing services to RWHAP clients (would not include general administrative supervision of these individuals); and
 - RWHAP clinical quality management (CQM). However, expenses which are clearly administrative in nature cannot be included as CQM costs.
 - **NOTE:** “See §§ 2604(h)(5)(B)(ii), 2618(b)(3)(E)(ii)(II), and 2664(g)(3) of the PHS Act, which indicate that although CQM is considered an administrative cost, expenses for this activity do not count towards the administrative cost cap. Similarly, § 2671(h)(3)(B) of the PHS Act defines as “services” those services that contribute to or help improve primary care and referral services, and include CQM.”

- * Use of RWHAP funds to pay for professional licensure.

- Also in accordance with HRSA Policy Clarification Notice #15-01:
 - The “portion of direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap. Note: by legislation, all indirect expenses must be considered administrative expenses subject to the 10% cap.” For rent, maintenance, and utilities to be considered a direct service cost, the total square footage of the facility and square footage of the space to be considered as a direct service cost must be included in the budget justification. OMB will review the narrative justification for such items to determine if they can be considered a direct service cost in accordance with this policy.
 - Insurance for vans used for mobile clinics, transportation services, or meal delivery count toward the 10% administrative limit.

➤ **The following are some examples of allowable direct service costs by service category:**

✓ HealthTec:

1) Infrastructure Network and Technology

-- Computer hardware and software needed to provide telehealth services in a secure, confidential, and HIPAA compliant format. Technology expenses needed to develop, enhance or support a telehealth infrastructure network, acquire smartphone or tablet or other telehealth equipment, internet/phone service and media plan, etc., then educate clients on how to use the technology

2) Direct Service staffing, including salary and fringe benefits or contractual expenses related to time and effort of:

- physician, physician assistant, advance practice registered nurse, etc. who provide telemedicine;
- psychiatrist, licensed clinical social worker, licensed mental health counselor who provides tele-mental health or tele-substance abuse counseling
- medical case manager who provides tele-medical case management services.

3) Case conferencing expenses.



Quick Connect:

- 1) HIV Education for Non-RWP-Funded Medical Practitioners
 - Costs to develop materials to promote capacity building by educating non-RWP-funded medical practitioners (in clinics, hospitals, and ERs) about HIV clinical guidelines, referral options, and available resources.

 - Direct service staff salary and fringe benefits involved in developing materials to promoted capacity building and/or to educate non-RWP or EHE-funded medical providers in Miami-Dade County.

- 2) HIV Treatment Information Dissemination
 - Costs to identify or develop information that promotes the benefits of HIV treatment adherence and provide this information to EHE Quick Connect team(s) for use in hospitals, clinic, or emergency room encounters.

- 3) Link to HIV Care by EHE Quick Connect Team on TTRA Model
 - Staff salaries and fringe benefits costs to facilitate linkages to HIV care [Ryan White Program (RWP) or non-RWP] by EHE Quick Connect team(s) following the local Test and Treat / Rapid Access (TTRA) model especially for, but not limited to, people with HIV who are not eligible for RWP services; conduct regular follow-up to ensure EHE Quick Connect clients are connected to a medical home and retained in care and to monitor their viral load.

 - Transportation vouchers for public transportation, rideshare service expenses, etc.

Indirect/Administrative Costs

- Expenses included in the “**Indirect/Administrative Cost**” category **must be individually listed in the budget justification. Do not lump administrative personnel costs by department, unless your organization has a Federal Indirect Cost Rate Agreement (i.e., Negotiated Indirect Cost Rate Agreement).** If there is no Federal Indirect Cost Rate Agreement, please indicate the amount of indirect/overhead/administrative costs covered by the EHE Program for each applicable line item (i.e., personnel, travel, supplies, rent, equipment, etc.) individually. Organizations with a Federal Indirect Cost Rate Agreement (i.e., Negotiated Indirect Cost Rate Agreement) can simply lump all indirect costs in one line item.

- In accordance with HRSA Policy Notice PCN #15-01, subrecipient “administrative activities” include:
 - usual and recognized overhead activities, **including established indirect rates** for agencies;
 - management oversight of specific programs funded under the RWHAP; and
 - other types of program support such as quality assurance, quality control, and related activities (exclusive of RWHAP Continuous Quality Management).”
- Some indirect/administrative costs require similar detail as indicated for direct service costs (e.g., mileage, parking, tolls, etc.).
- General liability, crime, Medicaid bond, or related liability coverage are considered indirect/administrative costs. D&O insurance is liability for Directors and Officers, and is definitely not related to direct client services. These costs may be included as Indirect/Administrative Costs if sufficient justification is provided by the organization, but may not be included as Direct Service Costs. In addition, no insurance line item is allowable as a direct service cost for Federally Qualified Health Centers (FQHCs), since free medical malpractice liability coverage is afforded to these Centers under the [Federal Tort Claims Act](#) (FTCA).
- Allocations/expenditures for **Administrative Personnel** must be explained by including a brief description of the role of the position that would be providing EHE-funded services to the program and the percentage of their proposed salary to be charged to the EHE budget. Proposing organizations must justify the percentage to be charged to the EHE Program by indicating the amount of time and effort individual staff members would contribute to the EHE Program. Please indicate if the position is planned as full-time or part-time. For full-time staff, the percentage of time they will spend/dedicate providing direct services to the Ryan White Program must be included in the justification. For hourly, part-time, or per diem employees, the rate of pay (e.g., pay rate per hour or per day) must be indicated, as well as the planned number of hours of work per day/week/month. The methodology the proposing organization utilized to arrive at the amount and percentages to be charged to the EHE Program must be clearly explained.
 - **IMPORTANT: Unless the proposing organization has a Federal Indirect Cost Rate Agreement (i.e., Negotiated Indirect Cost Rate Agreement), it may not group personnel costs together under one line item, by position or similar assignment. Each staff person on the budget must be listed separately. For organizations with a Federal Indirect Cost Rate Agreement, see Important Notes #1 below.**
- A breakdown of **fringe benefits** components (including the overall fringe benefits percentage) must be included as part of the justification for each direct service position listed on the proposed budget. List the components specifically [e.g., FICA, MICA, health insurance (for the employee only), dental insurance (for the employee only), vision insurance (for the employee only), retirement, 401(k), etc.]. **The percentage for each fringe benefit component must be included in the budget justification narrative.**

- Annual certified audits are considered indirect/administrative costs subject to the 10% administrative cap.
- **Subrecipients will be allowed to request any amount up to 10% of the Total Amount Requested for each service category to cover administrative and/or indirect costs.** However, if funded, when reconciling actual costs at the end of the grant year, subrecipients may only charge up to 10% of the **total amount reimbursed** by Miami-Dade County's Ryan White Program per service category as indirect/administrative costs.
- Indirect/Administrative costs must be specified under the "EHE Indirect/Administrative Costs" column utilizing the aforementioned object class categories.

IMPORTANT NOTES:

- 1) Due to Federal requirements, a detailed breakdown of all indirect costs must be included on the line item budget form (except for organizations with a Federally approved indirect cost rate; in which case a copy of the "Federal Indirect Cost Rate Agreement (i.e., Negotiated Indirect Cost Rate Agreement) must be included as part of this complete budget packet submission). However, the 10% indirect/administrative cap imposed by Ryan White Program legislation and EHE guidance also applies to those organizations that have a Federally-approved indirect cost rate, regardless of the approved rate.
- 2) In accordance with the Consolidated Appropriations Act, 2020 (P.L. 116-94), the limitation on charging salaries to DHHS/HRSA grant funds is \$197,300 (the Executive Level II salary cap in effect as of January 1, 2020); and the allowable percent to be charged is proportionate to the time and effort dedicated to services provided under each budgeted service category. This cap is subject to annual updates; usually each January.



Appendix C

LABEL

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**



-- LABEL --

RFP No. EHE-0521

**ENDING THE HIV EPIDEMIC (EHE) HEALTHTEC
AND QUICK CONNECT SERVICES PROPOSAL**

DUE DATE: MARCH 8, 2021

DELIVER COMPLETE PROPOSAL TO (SELECT ONE OF TWO OPTIONS):

Daniel T. Wall, Assistant Director, OMB & RFP Contracting Officer

**OPTION #1: In Person, hand-delivered on March 8, 2021,
BETWEEN 2:00 p.m. and 4:00 p.m. (local time) ONLY to:**

**MIAMI-DADE COUNTY
STEPHEN P. CLARK CENTER (SPCC)
111 NW 1st STREET
MIAMI, FL 33128**

*(TABLE IN LOBBY - EAST ATRIUM - NEAR GOLDEN PASSPORT OFFICE;
MUST WEAR FACE MASK / FACE COVERING)*

**OPTION #2: By Federal Express (FedEx) mail delivery – must be received
in the County Clerk’s Office no later than
4:00 p.m. (local time) on March 8, 2021, at:**

**MIAMI-DADE COUNTY
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER (SPCC)
111 NW 1st STREET, 17th FLOOR, SUITE 17-202
MIAMI, FL 33128**

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



Appendix D

COUNTY VENDOR AFFIDAVITS AND REQUIREMENTS

- Acknowledgment of Addendum/a
- Lobbyist Affidavit
- Subcontractor/Supplier Listing
- Fair Subcontracting Policies Affidavit
- Collusion Affidavit
- Contractor Due Diligence Affidavit
- Public Entity Crime Affidavit

Request for Proposals (RFP No. EHE-0521)

Ending the HIV Epidemic (EHE)

HealthTec and Quick Connect Services

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 _____, 20__

Addendum #2, Dated _____, 20__

Addendum #3, Dated _____, 20__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Full Legal Name of Proposing Organization:

8/13/2020

**APPENDIX D.2
RFP No. EHE-0521**

Attachment 13b



**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)

SUBCONTRACTING FORM

Solicitation Number EHE-0521

Attachment 13c

*Vendor Name _____

*FEIN # _____

Complete "A" or "B":

- A. No subcontractors or direct suppliers will be utilized pursuant to this solicitation.
 B. The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	Name of Principal Owner	Scope of Work to be Performed by Subcontractor Subconsultant	Subcontractor/ Subconsultant License (if applicable)
Business Name and Address of First Tier Direct Supplier	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	

And

Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor 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.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

*Signature of Vendor's Representative

*Print Name

*Print Title

*Date

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 Proposer of this contract.

I state that the Proposer of this contract:

is not related to any of the other parties proposing in the competitive solicitation, and that the Proposer'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 Proposer 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 proposed in the solicitation which are identified and listed below (circle any applicable Proposers/Bidders):

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended Proposer identifies related parties in the competitive solicitation its proposal shall be presumed to be collusive and the recommended Proposer 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 proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ Date _____ 20 _____
Signature of Affiant 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 _____

Notary Seal

**APPENDIX D.5
RFP No. EHE-0521
Attachment 13e**

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

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 E

**ON-LINE VENDOR REGISTRATION
INSTRUCTIONS**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

Miami-Dade County Strategic Procurement



[\(/procurement/online-services.asp\)](https://www.miamidade.gov/procurement/online-services.asp)

TOPICS OF INTEREST

Online Vendor Registration

- [What is Vendor Registration? \(#0\)](#)
- [Is my company registered? \(#1\)](#)
- [Register Online \(#2\)](#)
- [Incomplete Registration \(#3\)](#)
- [Update Registration Record \(#4\)](#)

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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 \(#registered\)](#) 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.

()

Is my company () registered with Miami-Dade County?

Check to see if you are already registered.

Search by using FEIN and/or Business

[\(/https://www.miamidade.gov/apps/isd/vendor/NewVendor/SearchFein\)](https://www.miamidade.gov/apps/isd/vendor/NewVendor/SearchFein)

()

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 \(http://www.irs.gov/\)](http://www.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 (<https://www.miamidade.gov/apps/isd/vendor>)

()

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 (<https://www.miamidade.gov/apps/isd/vendor>)

()

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 (<https://www.miamidade.gov/apps/isd/vendor>)

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

Page Last Edited: Tue Dec 15, 2020 0:45:32 AM





Appendix F

**COUNTY DUE DILIGENCE
CHECKLIST**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

**MIAMI-DADE COUNTY RYAN WHITE EHE PROGRAM
DUE DILIGENCE CHECKLIST**

**APPENDIX F
RFP No. EHE-0521**

DATE: _____

AGENCY NAME: _____

FISCAL YEAR: _____ CONTRACT TYPE: _____

#	DUE DILIGENCE ITEM <i>(Attach proof of review)</i>	IS AGENCY COMPLIANT WITH THIS ITEM? <i>(YES, NO, OR N/A)</i>
1	<p>MIAMI-DADE COUNTY OFFICE OF INSPECTOR GENERAL</p> <p>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)</p>	
2	<p>VENDOR REGISTRATION DOCUMENTS, AFFIDAVITS AND APPLICABLE LICENSES</p>	See Required Document Checklist
3	<p>INSURANCE AND/OR BONDS</p>	See Required Document Checklist
4	<p>SBD VIOLATIONS REPORT</p> <p>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)</p>	
5	<p>FLORIDA CONVICTED VENDOR LIST</p> <p>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)</p>	
6	<p>CONTRACTOR DEBARMENT REPORT</p> <p>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.]</p>	
7	<p>DELINQUENT CONTRACTORS</p> <p>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").</p>	

**MIAMI-DADE COUNTY RYAN WHITE EHE PROGRAM
DUE DILIGENCE CHECKLIST**

#	DUE DILIGENCE ITEM <i>(Attach proof of review)</i>	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 EHE 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 This site allows you to verify employee’s middle name and date of birth.</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 EHE PROGRAM
DUE DILIGENCE CHECKLIST**

#	DUE DILIGENCE ITEM <i>(Attach proof of review)</i>	IS AGENCY COMPLIANT WITH THIS ITEM? (YES, NO, OR N/A)
	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 EHE PROGRAM
DUE DILIGENCE CHECKLIST**

#	DUE DILIGENCE ITEM <i>(Attach proof of review)</i>	IS AGENCY COMPLIANT WITH THIS ITEM? (YES, NO, OR N/A)
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 G

**Miami-Dade County Ryan White Program
Telehealth Policies and Procedures**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

Miami-Dade County Office of Management and Budget – Grants Coordination
Ryan White Program

Policy Area: Service Delivery	Subject: Telehealth
Title of Policy: Provision of Telemedicine, Tele-Mental Health, Tele-Medical Case Management and Tele-Substance Abuse Outpatient Care as forms of Telehealth	Number: SD-T-2
Effective Date: 3/1/2020	Page Number: 1 of 11
Approved Date: 7/13/2020 Revision Date:	Approved by: Daniel T. Wall, Assistant Director

Purpose:

To provide guidelines that promote effective use of Telehealth as it pertains to provider-patient (client) relationship, evaluation and treatment, client consent, and privacy in efforts to maintain or improve client health outcomes towards viral suppression. This document details guidelines for the provision of Telemedicine, Tele-Mental Health, Tele-Medical Case Management services and Tele-Substance Abuse Outpatient Care (hereinafter referred to collectively as “Telehealth” services unless specifically stated otherwise in this document) in the Miami-Dade County Ryan White Part A/Minority AIDS Initiative (MAI) Program. Telehealth services in Miami-Dade County’s Ryan White Part A/MAI may be provided at any time to facilitate access to care; including, but not limited to, during normal operations.

The provision of Telehealth services in these circumstances is designed to address the medical, mental health, medical case management and outpatient substance abuse treatment needs of established Ryan White Program clients when a face-to-face encounter with their medical, mental health, medical case management or substance abuse treatment provider is not available, safe, convenient or appropriate. For example, during the COVID-19 “safer at home” order from the Mayor of Miami-Dade County, Telehealth services would be an ideal mechanism when a client cannot come into the clinic or office because they are in isolation, self-quarantine, practicing social (physical) distancing, or do not feel comfortable (safe) leaving their home.

Telemedicine specifically is the practice of healthcare delivery (e.g., assessment, diagnosis, consultation, treatment, transfer of related data, monitoring of client’s care, and education) using interactive audio, video, or data communications. Telemedicine that uses interactive audio, video, or data communication involving real time is “synchronous”; and in near real time is “asynchronous.”

Subrecipients using Telehealth must have internal policies and procedures related client consents, service delivery methods and procedures, client confidentiality and Health Portability and Accountability Act requirements, at a minimum.

At a minimum, subrecipients of local Ryan White Part A/MAI Program-funded Outpatient/Ambulatory Health Services, Medical Case Management, Mental Health Services and Substance Abuse Outpatient Care **MUST** develop and implement Telehealth services as described herein, and as appropriate to their Part A/MAI funding, to provide continuity of services during various emergencies. Such emergencies include: a public health emergency (e.g., pandemic), an official state of emergency, a “safer at home” order by the County Mayor, a natural disaster, or other County-approved circumstance that affects normal “in-office” service delivery between a medical, mental health, medical case management or substance abuse treatment provider and a program-eligible patient (client).

Miami-Dade County Office of Management and Budget – Grants Coordination
Ryan White Program

Policy Area: Service Delivery	Subject: Telehealth
Title of Policy: Provision of Telemedicine, Tele-Mental Health, Tele-Medical Case Management and Tele-Substance Abuse Outpatient Care as forms of Telehealth	Number: SD-T-2
Effective Date: 3/1/2020	Page Number: 2 of 11
Approved Date: 7/13/2020 Revision Date:	Approved by: Daniel T. Wall, Assistant Director

Procedures:

Types of allowable Telehealth services:

- **Medical Case Management**
 - For ongoing care to ensure HIV Treatment Adherence, develop and update care plans, and facilitate referrals to services that address identified client needs
 - Including, but not limited to, Peer Education and Support Network services for Treatment Adherence support
 - See local Ryan White Program Service Delivery Guidelines for detailed staff qualifications

- **Mental Health Services**
 - For assessment, diagnosis, consultation, treatment of a mental health disorder or condition
 - Ongoing treatment requires a documented mental health disorder or condition
 - Providers of this service must possess a Doctorate degree (PhD, EdD, PsyD, etc.; Level I) or a Master's degree (MSW, etc.; Level II); both levels must be licensed in the State of Florida as LCSW, etc. – see local Ryan White Program Service Delivery Guidelines for detailed staff qualifications

- **Outpatient/Ambulatory Health Services**
 - For clinical assessment, diagnosis, consultation, treatment, transfer of related data, monitoring of client's care, and education diagnostics
 - Covers all services listed on the most current Miami-Dade County Ryan White Program's Allowable Medical Conditions List
 - Includes psychiatry services
 - Providers of this service must be licensed in the State of Florida

Miami-Dade County Office of Management and Budget – Grants Coordination
Ryan White Program

Policy Area: Service Delivery	Subject: Telehealth
Title of Policy: Provision of Telemedicine, Tele-Mental Health, Tele-Medical Case Management and Tele-Substance Abuse Outpatient Care as forms of Telehealth	Number: SD-T-2
Effective Date: 3/1/2020	Page Number: 3 of 11
Approved Date: 7/13/2020 Revision Date:	Approved by: Daniel T. Wall, Assistant Director

Procedures: (continued)

Types of allowable Telehealth services: (continued)

• **Substance Abuse Outpatient Care**

- For assessment, diagnosis, consultation, treatment of substance abuse disorder
- Level I providers of this service must meet the educational qualifications as detailed in the most current, local Ryan White Program Service Delivery Guidelines (i.e., PhD or Master’s degree, and licensed as Certified Addiction Counselor, Licensed Clinical Psychologist, LCSW, LMHC or LMFT. Level II providers must be appropriately trained and supervised counselors (who may possess a Bachelor’s degree or have related experience, and may not be licensed).

• **NOTES:**

- Where appropriate, “allowable services” noted above that are provided via Telehealth may require eventual “in office” care once the organization resumes full operations.
- The current Service Definitions and Allowable Medical Conditions can be found here: www.miamidade.gov/grants/ryan-white-program; scroll down to the Service Delivery Guidelines box and select the appropriate section.

Location and Provider of the service:

- Visit may be conducted by telephone or video call following Office of Civil Rights guidance on acceptable formats (see HIPAA section below):
 - From the clinic by a medical, mental health or medical case management provider (in cases where a client calls in), or
 - From the medical, mental health or medical case management provider’s home or other secure, remote location (in cases where the office passes along the information to the provider and the provider initiates the contact).

Miami-Dade County Office of Management and Budget – Grants Coordination
Ryan White Program

Policy Area: Service Delivery	Subject: Telehealth
Title of Policy: Provision of Telemedicine, Tele-Mental Health, Tele-Medical Case Management and Tele-Substance Abuse Outpatient Care as forms of Telehealth	Number: SD-T-2
Effective Date: 3/1/2020	Page Number: 4 of 11
Approved Date: 7/13/2020 Revision Date:	Approved by: Daniel T. Wall, Assistant Director

Client Eligibility Limitations:

- The client must be eligible to receive local Ryan White Program services (i.e., must be HIV+, reside in Miami-Dade County, and have gross household income less than 400% of the Federal Poverty Level).
- The local Ryan White Part A Program must always be the payer of last resort.
 - If the client has private insurance, Medicare or Medicaid Managed Medical Assistance, Long-Term Care, or other Medicaid-supported medical coverage with access to Telehealth services, the Part A Program cannot be billed for these services.

Documentation:

- The client’s medical, mental health or social service record must clearly indicate the:
 - Date of service (must be within the authorized period);
 - Circumstance that makes Telehealth allowable (e.g., COVID-19 “safer at home” precautions);
 - Service(s) provided (e.g., pain assessment, review of treatment plan, treatment adherence, etc.) during the encounter/call/visit; and
 - Appropriate billing code(s) used; see below under “Reimbursement.”
 - Client’s written consent for Telehealth.

Reimbursement:

The billing codes noted in this section for reimbursement of Telehealth services are effective retroactive to March 1, 2020. Agencies that previously billed for a Telehealth service using a different code [or without the Place of Service – 02 (telehealth) for Outpatient/Ambulatory Health Services] will not be required to resubmit with the new codes identified in this section. The Telehealth codes in this section will be available in the Provide® Enterprise Miami data system by July 20, 2020; and must be the only Telehealth codes used for the Miami-Dade County Ryan White Part A/MAI Program thereafter.

Miami-Dade County Office of Management and Budget – Grants Coordination
Ryan White Program

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Reimbursement: (continued)

Subrecipient organizations that are currently funded to provide local Ryan White Part A/MAI Medical Case Management, Mental Health Services, Substance Abuse Outpatient Care and Outpatient/Ambulatory Health Services can be reimbursed for Telehealth services as follows, only if the Part A Program is the payer of last resort and the clients are otherwise eligible for Part A/MAI services:

- **Medical Case Management**

New Code	Description	Flat rate Reimbursement
THM	Tele-Medical Case Management provided by Medical Case Manager, Medical Case Management Supervisor or Eligibility Specialist (with degree)	\$1.15 per minute
THP	Tele-Medical Case Management provided by a Peer, Medical Case Management Assistant or Eligibility Specialist (with no degree)	\$0.65 per minute

- **Mental Health Services**

New Code	Description	Flat rate Reimbursement
THMHT1	Tele-Mental Health provided by a Level I provider (individual client only)	\$32.50 per 30-minute session
THMHT2	Tele-Mental Health provided by a Level II provider (individual client only)	\$32.50 per 30-minute session

- **Substance Abuse Outpatient Care**

New Code	Description	Flat rate Reimbursement
THSAC1	Tele-Substance Abuse Outpatient Care provided by a Level I provider (individual client only)	\$30.00 per 30-minute session
THSAC2	Tele-Substance Abuse Outpatient Care provided by a Level II provider (individual client only)	\$27.00 per 30-minute session

Miami-Dade County Office of Management and Budget – Grants Coordination
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- **Outpatient/Ambulatory Health Services**

When Telehealth is used for Telemedicine only, the codes and services in the tables in this subsection directly below are billable under the local Ryan White Part A/MAI Program. Along with the billing code, the **Place of Service (POS) code 02** must be used, as noted at the beginning of this section. These codes will be reimbursed at the full amount of the local Part A/MAI Reimbursement rate (i.e., Medicare rate times the local multiplier) or the flat fee reimbursement (with no multiplier) including Psychiatry services. If labs or diagnostics are ordered, those would be entered as regular codes with no Telehealth codes. CPT codes 99205 and 99215 remain disallowed for the local Ryan White Part A/MAI Program.

The following codes will be paid using the existing Medicare Physician Fee Schedule payment structure for Miami-Dade County's Ryan White Part A and MAI Program, including the locally-defined 2.5 multiplier when using the **POS – 02** code:

Code	Short Description
90785	Psytx complex interactive
90791	Psych diagnostic evaluation
90792	Psych diag eval w/med srvc
90832	Psytx pt&/family 30 minutes
90833	Psytx pt&/fam w/ E/M 30 min
90834	Psytx pt&/family 45 minutes
90836	Psytx pt&/fam w/ E/M 45 min
90837	Psytx pt&/family 60 minutes
90838	Psytx pt&/fam w/ E/M 60 min
90847	Family psytx w/patient
99201	Office/outpatient visit new
99202	Office/outpatient visit new
99203	Office/outpatient visit new
99204	Office/outpatient visit new
99211	Office/outpatient visit est
99212	Office/outpatient visit est
99213	Office/outpatient visit est
99214	Office/outpatient visit est
99354	Prolonged service office (1 hour beyond usual service)
99355	Prolonged service office (each 30 minutes after 99354)

Miami-Dade County Office of Management and Budget – Grants Coordination
Ryan White Program

Policy Area: Service Delivery	Subject: Telehealth
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- **Outpatient/Ambulatory Health Services (continued)**

Any authorized medical practitioner or facility, where applicable, who uses the codes in the following table will be paid as indicated in the Supplemental Reimbursement Rate column; and the POS – 02 must be used for the following codes as noted above:

Code	Short Descriptor	Supplemental Reimbursement Rate <i>(flat fee – no multiplier)</i>
98966*	Telehealth/Telephone eval independent of E/M (non-face-to-face Non-Physician telephone service); 5-10 min.	\$18.00
98967*	Telehealth/Telephone eval independent of E/M (non-face-to-face Non-Physician telephone service); 11-20 min.	\$35.00
98968*	Telehealth/Telephone eval independent of E/M (non-face-to-face Non-Physician telephone service); 21-30 min.	\$50.00
99244*	Office or Other Outpatient Consultation Services, new or est, 60 minutes	\$185.00
99441*	Telehealth/Telephone eval independent of E/M (non-face-to-face Physician telephone service); 5-10 min.	\$55.00
99442*	Telehealth/Telephone eval independent of E/M (non-face-to-face Physician telephone service); 11-20 min.	\$90.00
99443*	Telehealth/Telephone eval independent of E/M (non-face-to-face Physician telephone service); 21-30 min.	\$130.00

* Codes to be added to local Ryan White Program billable services. Codes 99441, 99442, and 99443 are usually used for communications between client and medical provider through an online patient portal.

Miami-Dade County Office of Management and Budget – Grants Coordination
Ryan White Program

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Client Informed Consent to Benefits and Risks of Telehealth:

- Telehealth under this policy and procedures document refers to providing medical care, psychiatry, mental health, and medical case management services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of Telehealth is that the client and service provider can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client and the service provider are unable to continue to meet in person. It is also more convenient and takes less time. Telehealth, however, requires technical competence on both the client and service provider’s parts to be beneficial.

Although there are benefits of Telehealth, there are some differences between in-person care and Telehealth, as well as some risks. For example:

- Risks to confidentiality: With Telehealth sessions that take place outside of the medical, mental health or medical case management provider’s private office, there is potential for other people to overhear sessions if both parties are not in a private place during the session. The medical, mental health and medical case management provider must take reasonable steps to ensure the client’s privacy. It is important for both parties to make sure they find a private place for the Telehealth session where they will not be interrupted. Also, it is important for both parties to protect the privacy of the session on their computers, cell phones or other devices. Both parties should participate in a Telehealth session only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology: There are many ways that technology issues might impact Telehealth. For example, technology may stop working during a session, other people might be able to get access to the private conversation, or stored data could be accessed by unauthorized people or companies.
- The provider requesting the Telehealth services at the originating site must advise the client about the proposed use of Telehealth, any potential risks, consequences, and benefits and obtain the client’s or the client’s legal representative’s consent.

Miami-Dade County Office of Management and Budget – Grants Coordination
Ryan White Program

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Client Informed Consent to Benefits and Risks of Telehealth: (continued)

- The client must sign a written statement, prior to the delivery of Telehealth services, indicating that he/she/they understand(s) the information provided and that this information has been discussed with him/her/them by the provider of the service and/or his/her/their designee. An emailed acknowledgement from the client would suffice if no other means to obtain a written statement are available.
- The client has the right to withhold/withdraw consent for Telehealth at any time, without affecting his/her/their right to present/future care/treatment or the loss/withdrawal of any program benefits to which he/she/they or his/her/their legal representative would otherwise be entitled.
- Dissemination of any client identifiable images or information from Telehealth interactions with other entities will not occur without the client’s consent.

Client Confidentiality:

- The client must always be:
 - Asked if they are in a place where they can speak freely about their case (i.e., medical, mental health, case management, social services concerns),
 - Informed that this is a Telehealth “visit”,
 - Informed of the limitations of an audio/video call,
 - Informed that data charges may apply from their cellular or internet service provider; and
 - Asked to give consent to receive the service. Written consent from the client is needed for all Telehealth services. A copy of a related email, text, or other form/image from the client would suffice as documentation of the client’s explicit consent for Telehealth services. This documentation of client consent for Telehealth should be uploaded in the client’s profile in the Provide® Enterprise Miami data system.
- The service provider must always provide the service from a secure/private location within the clinic, their home or other remote location where the confidentiality of the client’s identity and medical, mental health, social service, or case management history can be protected from disclosure.

Miami-Dade County Office of Management and Budget – Grants Coordination
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Health Insurance Portability and Accountability Act (HIPAA)

- The Office of Civil Rights (OCR) in the U.S. Department of Health and Human Services (HHS) may partially relax the Health Insurance Portability and Accountability Act (HIPAA) regulations during a public health emergency (such as the COVID-19 pandemic):
- For example, in FY 2020 due to the COVID-19 pandemic, HHS allowed for relaxed certain regulations as indicated in the following: <https://www.hhs.gov/hipaa/for-professionals/special-topics/emergency-preparedness/notification-enforcement-discretion-telehealth/index.html>
- The OCR indicates that “covered health care providers may use popular applications that allow for video chats, including Apple FaceTime, Facebook Messenger video chat, Google Hangouts video, Zoom, or Skype, to provide telehealth without risk that OCR might seek to impose a penalty for noncompliance with the HIPAA Rules related to the good faith provision of telehealth during the COVID-19 nationwide public health emergency. Providers are encouraged to notify patients that these third-party applications potentially introduce privacy risks, and providers should enable all available encryption and privacy modes when using such applications.”
 - The OCR also indicates that, “Facebook Live, Twitch, TikTok, and similar video communication applications are public facing, and should not be used in the provision of telehealth by covered health care providers.”

Additional Resources:

- **Department of Health and Human Services (DHHS) and Health Resources and Services Administration (HRSA)**
 - HRSA Telehealth Resources – For Patients (Clients) and Providers (Subrecipients): <https://telehealth.hhs.gov/>
 - DHHS Office of the Assistant Secretary for Planning and Evaluation: Virtual Case Management Considerations and Resources for Human Services Programs (4/1/2020) <https://aspe.hhs.gov/pdf-report/virtual-case-management> (includes a list of various Telehealth resources: Online Telehealth Resource Compendiums, Telemedicine Guidelines and Practices, Case Management by Telephone, and Web-Based Approaches From Human Services)

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<p><i>Additional Resources: (continued)</i></p> <ul style="list-style-type: none"> • MEDICARE <ul style="list-style-type: none"> ➤ Medicare Telehealth Services (Fact Sheet, March 2020): https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/Downloads/TelehealthSrvcsfctsht.pdf ➤ Article regarding Medicare temporarily expanding telehealth services for Medicare beneficiaries to reduce the impact of the pandemic. Indicates doctors can use their personal phones for telehealth. https://www.modernhealthcare.com/medicare/cms-expands-medicare-telehealth-services-fight-covid-19?utm_source=modern-healthcare-covid-19-coverage&utm_medium=email&utm_campaign=20200317&utm_content=article2-headline ➤ Medicare Telemedicine Health Care Provider Fact Sheet (March 17, 2020) – https://www.cms.gov/newsroom/fact-sheets/medicare-telemedicine-health-care-provider-fact-sheet 	



Appendix H

**DRAFT FORM AGREEMENT
(SAMPLE CONTRACT)**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

[Enter Agency Index Code for
FY 2021 for reference]
FY 2021 EHE Contract
Resolution No. R-245-20

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

[OPENING PARAGRAPH FOR PHT ONLY IF FUNDED FOR EHE]This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2021 by and between Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: Mayor, (hereinafter referred to as the "COUNTY"), and the Public Health Trust of Miami-Dade County, an agency and instrumentality of Miami-Dade County pursuant to Section 25A-1 of the County Code, whose address is c/o The Office of the Chief Administrative Officer, Jackson Health System, 1695 N.W. 9th Avenue, Suite 2308-G, Miami, Florida 33136, hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide **[ENTER THE FULL NAME OF THE FUNDED SERVICE CATEGORY – HealthTec and/or Quick Connect - IN ALPHABETICAL ORDER; NO CAPS NO BOLD]** services to program-eligible people with HIV under the COUNTY's corresponding, federally-funded, multi-year Ending the HIV Epidemic cooperative agreement.

[OPENING PARAGRAPH FOR ALL OTHER EHE DIRECT CLIENT SERVICE SUBRECIPIENTS]This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2021 by and between Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: Mayor, (hereinafter referred to as the "COUNTY"), and the **[ENTER FULL LEGAL NAME OF SUBRECIPIENT; NO CAPS NO BOLD]**, a Florida **[ENTER TYPE OF AGENCY/CORPORATION – I.E., NON-PROFIT; FOR-PROFIT; EDUCATIONAL INSTITUTION, ETC. – CONFIRM WITH AGENCY; NO CAPS NO BOLD]** whose address is **[ENTER THEIR MAIN ADDRESS FOR ADMINISTRATION; NO CAPS NO BOLD]**, hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide **[ENTER THE FULL NAME OF THE FUNDED SERVICE CATEGORY – HealthTec and/or Quick Connect - IN ALPHABETICAL ORDER; NO CAPS NO BOLD]** services to program-eligible people with HIV under the COUNTY's corresponding, federally-funded, multi-year Ending the HIV Epidemic cooperative agreement.

WITNESSETH

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

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

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

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

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

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

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

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

Article I
Definitions

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

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

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

- n) "Document", "Documents", "Developed items" or words of like import shall mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate document.
- o) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds \$25,000.00 and has been delinquent for greater than 180 days.
- p) "Federal Pass Through Agency" shall mean Miami-Dade County, the Recipient of federal grants funds related to this Agreement.
- q) "Grant funds" shall mean those Ryan White Program Ending the HIV Epidemic (EHE) cooperative agreement funds as more fully set forth in Article VIII of this Agreement.
- r) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.
- s) "Management Information System" or "MIS" shall mean the electronic data management system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program and EHE system of care.
- t) "Minority" shall mean a person that defines him or herself as coming from one of the following federally-defined racial/ethnic groups: Black/African American (including, but not limited to, Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group. However, local Minority AIDS Initiative (MAI)-funded services are limited to Black/African American (including, but not limited to, Haitian) or Hispanic.
- u) "Non-federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- v) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.

- w) “Program Director” shall mean Program Director of Miami-Dade County’s Office of Management and Budget-Grants Coordination/Ryan White Program (also known as the Assistant Director of the Office of Management and Budget-Grants Coordination, for Ryan White Program services), or the duly authorized representative designated to manage or assist in management of this Agreement.
- x) “Program-eligible individuals”, “persons or people with HIV”, “service recipients”, or “clients” shall mean individuals who test positive for the Human Immunodeficiency Virus (HIV). All new clients who are provided any services (whether EHE or Ryan White HIV/AIDS Program) in an EHE-funded jurisdiction, such as Miami-Dade County, shall be counted as an EHE client. EHE clients needing referral to Ryan White Part A or Minority AIDS Initiative (MAI) Program services must meet specific Part A or MAI Program eligibility requirements.
- y) “Recipient” or “grantee” shall mean the COUNTY, which has received a grant award from HRSA and is responsible and accountable for the use of the grant funds provided and for the performance of the grant supported project or activity.
- z) “Scope of Services” shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SUBRECIPIENT under this Agreement.
- aa) “Subaward” shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- bb) “Subcontractor” shall mean any person, entity, firm or corporation, other than the employees of the SUBRECIPIENT, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SUBRECIPIENT and whether or not in privity of Agreement with the SUBRECIPIENT.
- cc) “Subrecipient” or “subgrantee” shall mean an entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient (grantee) or other subrecipient for the use of the Federal grant funds provided by the subaward.
- dd) “Subrecipient’s Budget” shall mean the documents attached hereto as Exhibit B, as may be amended or revised during the contract period with written approval from the COUNTY, which details the allowable direct and indirect/administrative costs that will be funded by the EHE cooperative agreement under this Agreement.
- ee) “Term of the Agreement” shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1, of this Agreement.
- ff) “The United States Department of Health and Human Services”, “DHHS”, or “HRSA” shall mean the federal Department, its agents, employees, and instrumentalities, including, but not limited to, the Health Resources and Services Administration (HRSA).

- gg) "Whistleblowing" shall mean making a disclosure that the employee of a contractor, subcontractor, grantee, subgrantee/subrecipient reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal grant funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- hh) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SUBRECIPIENT in accordance with the provisions of this Agreement.

Article II
Responsibilities of the SUBRECIPIENT

- 2.1 The SUBRECIPIENT, by and through its agents, assigned representatives and Subcontractors agrees:
- A. To provide the planned or proposed services described in the SUBRECIPIENT's Scope of Service(s) (Exhibit A) and the SUBRECIPIENT's Budget(s) (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SUBRECIPIENT's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget and narrative budget justification. The COUNTY reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established Ending the HIV Epidemic (EHE) plan requirements, standards, and limitations, as may be amended, for the term of this Agreement.
- B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as EHE services shall be provided to program-eligible people with HIV who reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement.
- The goal of EHE-funded activities in this Agreement is to treat people with HIV rapidly and effectively to reach sustained viral suppression.
- C. To adhere to the schedule of hours of the day and week during which services shall be provided/available, as listed in the attached Scope of Service(s) (Exhibit A), unless modified by written agreement with the COUNTY.
- D. If applicable, to submit to the COUNTY within thirty (30) calendar days of 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.

- E. 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. Resume and/or curriculum vitae for each key personnel under this Agreement shall be provided to the COUNTY prior to contract execution, in order to provide said documents to HRSA, as required by the EHE cooperative agreement. Upon request from OMB management, the SUBRECIPIENT shall submit to the COUNTY copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within ten (10) calendar days from the date said incident occurs. Ignorance on the part of the SUBRECIPIENT of its obligations under this subsection shall in no way relieve the SUBRECIPIENT from any of its responsibilities in this regard. The SUBRECIPIENT's failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.
- F. To make available the personnel identified by the SUBRECIPIENT in its response to the COUNTY's corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), as may be amended, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within thirty (30) calendar days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or Subcontractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY for review upon request. All personnel shall be considered to be, at all times, the sole employees of the SUBRECIPIENT under its sole direction.
- G. To provide optimal continuity of care to individual program clients by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and, if applicable, licensed replacement when necessary.
- H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership (also referred to as The Partnership; the local county advisory board for HIV-related issues) and the COUNTY.
- I. To keep detailed records of client visits, other encounters (e.g., telephone contacts, home visits, referrals, etc.), any other service provided, and staff time and effort involved; and to prepare and provide any and all reports that may be requested by the COUNTY, on a regular and "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County, State of Florida, and Federal requirements, and to document and verify reimbursement requests (i.e., billings, invoices, etc.) to the COUNTY. SUBRECIPIENT shall maintain sufficient records and adhere to the local Ryan White Program's EHE site visit monitoring process as may be

amended, in accordance with Federal and local guidelines and requirements. Per 45 CFR § 75.351 - 75.353, activities of the SUBRECIPIENT will be monitored by the COUNTY to ensure that the subaward is used for authorized purposes, in compliance with Federal statues, Ryan White HIV/AIDS Program legislative requirements, regulations, and the terms and conditions of the subaward; and that the subaward performance goals are achieved. SUBRECIPIENT must track, appropriately use, and report program income generated by the subaward, SUBRECIPIENT's EHE expenditures must adhere to legislative mandates regarding the distribution of funds.

- J. To make available all books, records, and electronic files, including, but not limited to, scanned documents, as they relate to this Agreement, for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion. Unless the timeframe is extended by such authorized representative, access to client records and other program-related documents must be given to the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than three (3) business days after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to this Agreement shall be retained by the SUBRECIPIENT in proper order and confidential as required by HIPAA for at least five (5) years following the expiration of this Agreement, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period.
- K. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the COUNTY, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.
- L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SUBRECIPIENT or any firm, corporation, partnership or joint venture in which the SUBRECIPIENT has a controlling financial interest in order to secure repayment of any loan made to the SUBRECIPIENT by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5; and Article VIII, Sections 8.1 through 8.3 was not reimbursable.
- M. If the SUBRECIPIENT will cause any part of the direct client services under this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the SUBRECIPIENT; and the SUBRECIPIENT will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the SUBRECIPIENT. The direct client services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the

SUBRECIPIENT.

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

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

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

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

If this Agreement involves 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 Wednesday, March 30, 2022. **No extensions will be granted. No exceptions.** Final payment will not be issued if these reports are incomplete or outstanding.

- N. **Accessibility Provisions and Non-Discrimination Requirements.** Not to discriminate on the basis of race, religion, color, national origin, ancestry, gender, familial status, marital status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, pregnancy, age, disability, veteran status, or if a housing provider, source of income, in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination. In order to serve people most in need and to comply with Federal law, services must be widely accessible. The DHHS Office for Civil Rights provides guidance to grant and

cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Services must be widely accessible. For more information, please see:

<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>

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

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

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

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

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

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

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

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

SUBRECIPIENT receiving Federal financial assistance to take steps to ensure that clients with limited English proficiency can meaningfully access health and social services. The provision of language assistance should provide for effective communication between the SUBRECIPIENT and the person with limited English proficiency to facilitate participation in, and meaningful access to, core medical and support services. The guidance for Executive Order 13166 may be obtained at the following website:

<http://www.lep.gov/13166/eo13166.html>.

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

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

The SUBRECIPIENT further agrees to comply with the requirement of such legislation to furnish a disclosure (Federal OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The provisions of this subsection 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.
- T. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement) and the State Public Entity Crime Affidavit (Exhibit C, Attachment B, of this Agreement).
- U. To comply with the Miami-Dade County Ordinance 99-5, Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SUBRECIPIENT.

- V. To comply with all the requirements of the Americans with Disabilities Act (ADA), of 1990 (and related Acts), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws (including Miami-Dade County Resolution No. R-385-95), regulations, and Executive Orders. In this regard, the SUBRECIPIENT shall not deny any individual the opportunity to participate in or benefit from federally-funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SUBRECIPIENT shall provide program accessibility and effective communication for service recipients and employees. The SUBRECIPIENT shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, 4CON, 9th Floor, Washington, D.C. 20530, within 180 calendar days of the date of discrimination. An ADA complaint may also be filed by sending an ADA complaint electronically through the following web page: <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 or 1-800-514-0716 (TTY).

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

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

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

- X. To comply with the requirements set forth in Section 381.004 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.

- Y. To release, as prescribed by the laws of the State of Florida, a copy of a client's records within ten (10) business days from receipt of a written request from the client or his legal representative.
- Z. To provide a Client Rights and Responsibilities Statement in the languages of the local client population to be served (i.e., in English, Spanish, and Creole, at a minimum) that is reviewed, signed, and dated by each client receiving Ryan White

Program-funded services. A copy of the signed Client Rights and Responsibilities Statement must be maintained in the client's chart.

- AA. To participate in the Ryan White Program Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as well as the Miami-Dade County Integrated HIV/AIDS Prevention and Care Plan (Integrated Plan; as developed in collaboration with the Florida Department of Health) and the Ending the HIV Epidemic initiative, as further detailed in Article IV, Section 4.3 and 4.5, with the ultimate goals of improving the health status of program-eligible people with HIV, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining and improving quality in service delivery. Through its own internal performance improvement and quality management activities, the SUBRECIPIENT shall be expected to identify problems in service delivery and business operations that may impact the health status of program-eligible people with HIV served under this Agreement.
- BB. To cooperate in the clinical quality management process that may include periodic record reviews, as a part of the COUNTY's Performance Improvement Plan for Ryan White Program and EHE-funded services. The SUBRECIPIENT is required to respond in writing within ten (10) business days, or other reasonable time frame specified in writing by the COUNTY or 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 or enhancement of outcome measures for applicable service categories.
- CC. To participate in on-going technical assistance meetings, subrecipient forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.
- DD. To establish, document, and maintain appropriate and on-going referral and linkage agreements with Ryan White Program and non-Ryan White Program-funded subrecipients, service providers, and key points of entry to the system of care for people with HIV, including, but not limited to, outpatient medical care and medical case management providers, Florida Department of Health in Miami-Dade County - Sexually Transmitted Disease (STD) clinics, State-licensed HIV counseling and testing sites, hospitals/emergency room departments, hospital discharge clinics/departments, substance abuse treatment providers/programs, mental health clinics/programs, adult and juvenile detention centers, jail and/or correctional facilities, including, but not limited to, re-entry programs.

- EE. To notify program clients and the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of 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.
- FF. To ensure that the SUBRECIPIENT's Board of Directors or Trustees are apprised of the programmatic, fiscal, and administrative obligations of the EHE cooperative agreement, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Professional Services Agreement with the COUNTY for EHE-funded services. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SUBRECIPIENT, reference the service category(ies) and dollar amount(s) in the award, and include the phrase "as may be amended". A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. A copy of the Board of Directors' meeting minutes where this resolution was addressed and approved must also be submitted to the COUNTY prior to contract execution. In the event that such a resolution is not required by operation of law, then the SUBRECIPIENT must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.
- GG. To adhere to the National Culturally and Linguistically Appropriate Services (CLAS) Standards, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the most current, local Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. The current CLAS standards include: one "Principal" standard; three "Governance, Leadership, and Workforce" standards; four "Communication and Language Assistance" standards; and seven "Engagement, Continuous Improvement, and Accountability" standards. The National CLAS Standards can be found at the following web page, as may be amended:
<https://www.thinkculturalhealth.hhs.gov/clas>.
- HH. To adhere to the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. This portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period, as may be amended: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The HAB Performance Measures can be found at the following web page:
<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>
- II. Awards under this Agreement are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC § 7104), and its implementing regulations codified in 2 CFR part 175; which includes

provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient.

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

Additional information can be found at the following HRSA website: https://www.ecfr.gov/cgi-bin/text-idx?SID=168659567ddec29cf79c97b0b5b04a2&mc=true&node=se2.1.175_115&rgn=div8 or at <https://www.state.gov/j/tip/laws/>.

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

- LL. 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 LL, the following terms shall mean:

- (1) "Vulnerable person" means a minor as defined in s.1.01 or a vulnerable adult as defined in 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 (LL) 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.

- MM. To adhere to the Consolidated Appropriations Act, 2020, § 202, (Public Law 116-94), enacted December 20, 2019, subject to annual changes, which limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Accordingly, 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 \$197,300.00 (the Executive Level II salary of the Federal Executive Pay scale effective January 1, 2020). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/ subcontracts under a U.S. Department of Health Resources and Services Administration (HRSA) grant or cooperative agreement.

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

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

- NN. CareerSource South Florida (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.

OO. Where applicable, pursuant to Miami-Dade County Resolution No. R-478-12, Miami-Dade County is prohibited from contracting with any food program that uses meat products that contain “pink slime” – low-grade beef trimmings commonly added to ground beef. The COUNTY took such action in response to customer concerns regarding possible health risks by urging its food distribution providers and meal providers, including those who are Ryan White Program-funded, to immediately discontinue using meat products that contain those low grade beef trimmings. As a result, where applicable (i.e., food bank and residential substance abuse subrecipients), SUBRECIPIENT must confirm that they are not using “pink slime” in the food or meals that they distribute prior to contract execution. An electronic copy of Resolution No. R-478-12 may be obtained at the following website:
<http://www.miamidade.gov/govaction/matter.asp?matter=120798&file=true&yearFolder=Y2012>.

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

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

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- (2) Upon request from the COUNTY’S custodian of public records identified herein, provide the COUNTY with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of the services under this Agreement if the 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 (QQ) of this Agreement, the COUNTY shall avail itself of the remedies set forth in Article XV and Article XVII of this Agreement.

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

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

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

- RR. To adhere to 41 USC § 4712, 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>.

- SS. Smoke-Free Workplace. To understand that Public Health Service strongly encourages all award recipients and subrecipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, Public Law (P.L.) 103-227, the Pro-Children Act of 1994 (20 USC § 6081 et seq.) and its implementing regulations (48 CFR § 352.237-70), prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.
- TT. To comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as required by 45 CFR § 75.335, Appendix II, 45 CFR § 75.331, and 40 CFR part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247. These guidelines apply to the SUBRECIPIENT and to all its procurement actions involving covered items under the regulations, where the SUBRECIPIENT purchases \$10,000.00 or more worth of one of the covered items during the course of a fiscal year, or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000.00 or more.

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

- UU. 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, or any subsequent accounting system the COUNTY may use.
- V V. To ensure that the SUBRECIPIENT’s Board of Directors or Board of Trustees through its audit and compliance committee, or committee of similar responsibility, is apprised of any site visit monitoring reports or record reviews relating to this Agreement prepared by the County or its authorized representative. Through the official minutes of its appropriate committee meetings or through an official certification from the Board Secretary or Secretary of the Trustees, the SUBRECIPIENT must maintain documentation and provide the COUNTY with proof that it has been sharing the results of all COUNTY monitoring reports with the Board members. Meeting minutes must include the date on which the committee met, a copy of the corresponding meeting agenda, and an attestation that quorum was achieved at the committee meeting. Such meeting minutes may be redacted to show only those portions or actions relating to this Agreement and COUNTY monitoring reports.
- WW. To abide by generally accepted financial management principles, including the requirement of the signature of two persons within the organization on all checks disbursing organizational funds, as required by Miami-Dade County Administrative Order 3-15. More detail regarding this requirement can be found at: www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-15.pdf.
- XX. To comply with the requirements of 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participations in Federal assistance programs or activities. In order to 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>.
- YY. To make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for

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

- ZZ. To assure that any developed work, item, document, etc. under this cooperative agreement can be used by HRSA/HAB in accordance with 45 CFR § 75.322(b). The COUNTY and SUBRECIPIENT may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under [this] EHE award. In accordance with 45 CFR § 75.322(b), HRSA/HAB reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the developed work, item, document, etc. for Federal purposes, and to authorize others to do so.
- AAA. To comply with Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of Public Law 110-252, in the COUNTY's reporting of each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. Information reported by the SUBRECIPIENT will in turn be reported by the COUNTY to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov> by the end of the month following the month in which the subaward was made. The FFATA reporting requirements apply for the duration of the period of performance and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
- BBB. To assist the COUNTY in meeting its EHE cooperative agreement-related responsibilities described herein below in Article IV, Section 4.14.

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

- 3.1 The SUBRECIPIENT hereby acknowledges that the COUNTY's Program Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal or Agreement; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.
- 3.2 The SUBRECIPIENT shall be bound by all determinations or orders 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: 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-notice-and-program-letters>). To participate in the development and implementation of 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 the Ending the HIV Epidemic initiative, to ensure that program-eligible clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Management and Budget-Grants Coordination, the Miami-Dade HIV/AIDS Partnership, subrecipients, the County's contract Quality Management provider, the County's contract data management system provider, the Clinical Quality Management Committee, and the Florida Department of Health in Miami-Dade County] to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with local, State, and Federal mandates.
 - 4.4 To ensure that demographic, clinical, and primary medical care service utilization information and data reported by the SUBRECIPIENT is used to monitor HIV-related illnesses and trends in the local epidemic.
 - 4.5 To ensure the SUBRECIPIENT follows federally approved medical practice guidelines for the treatment of HIV/AIDS as found at the following weblink, <https://clinicalinfo.hiv.gov/en/guidelines>; as well as HRSA/HAB Performance Measures for Core, All Ages, Adolescent and Adult, HIV Infected Children, HIV Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and System found at the following weblink, <https://hab.hrsa.gov/clinical-quality-managment/performance-measure-portfolio>, as may be amended, where applicable to EHE-funded services provided under this Agreement.
 - 4.6 To exchange SUBRECIPIENT contract information, service utilization data, reimbursement information, and performance reports with other funding sources that the SUBRECIPIENT is contractually engaged with, in order to eliminate unnecessary duplication of services and billing.

- 4.7 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said client confidentiality, IIHI, or PHI as required by HIPAA.
- 4.8 To ensure that every subaward is clearly identified to the subrecipient (i.e., SUBRECIPIENT) as a subaward and includes relevant information at the time of the subaward, as may be amended, pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (Uniform Guidance), 45 CFR § 75.352, as may be amended. Accordingly, the subaward related to this Agreement is further identified in Exhibit C, Attachment G, Federal Subaward Notification, of this Agreement, as may be amended.
- 4.9 To evaluate 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.
- 4.10 To conduct due diligence reviews of all staff on SUBRECIPIENT's budget, in compliance with the requirements of 45 CFR § 75.213, as may be amended. Such review will enforce related regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The COUNTY will verify that each key staff member listed on the SUBRECIPIENT's budget under this Agreement are not found on the U.S. Government's System for Award Management Exclusions (SAM Exclusions) list at <https://www.sam.gov>.
- 4.11 To make all files under this Agreement, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt), and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
- 4.12 To follow the guidance set forth in all applicable HIV/AIDS Bureau Policy Notices 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-notices-and-program-letters>.
- 4.13 Since the total Federal share of the COUNTY's Federal award is more than \$10,000,000.00 over the period of performance, then Appendix XII, Award Term and Condition for Recipient Integrity and Performance Matters, to 2 CFR 200 is applicable to this award. Additional information for "Reporting of Matters Related to Recipient Integrity and Performance, and Proceeding" About Which the COUNTY Must Report, can be found at the following Web link: https://www.ecfr.gov/cgi-bin/text-idx?SID=f29506216228d021538ba008a19a8e6f&mc=true&node=ap2.1.200_1521.xii&rgn=div9.

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

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

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://careactarget.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://careactarget.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. Where applicable, 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 the scope of services as defined in Exhibit A of this Agreement; at a date and time to be determined by the COUNTY's Office of Management and Budget-Grants Coordination. Notwithstanding the foregoing, the COUNTY may make unannounced, on-site visits during normal working hours to the SUBRECIPIENT's headquarters and/or any location or site where the services contracted for are performed. SUBRECIPIENT will also keep its Board of Directors or Board of Trustees apprised of monitoring visit reports as detailed in Article II, Section 2.1 (V V), of this Agreement.
- 5.4 In accordance with 45 CFR § 75.113, the SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY and to the U.S. Department of Health and Human Services Office of Inspector General (DHHS/OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The COUNTY must also disclose same to the DHHS/OIG. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 CFR § 75.371, including suspension or debarment. (See also 2 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.

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

Article VI
Requirements Related to Use of
Ending the HIV Epidemic (EHE) Cooperative Agreement Funds

- 6.1 The SUBRECIPIENT agrees to comply with applicable provisions of Federal, State and COUNTY laws, regulations and rules, including, but not limited to, the administration and audit requirements and the cost principles that govern Federal monies associated with this award as stated in the Uniform Guidance 2 CFR part 200 and 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 or cooperative agreements are allowable, allocable to the HRSA grant or cooperative agreement, reasonable, necessary, and documented. For example, controls must be in place to ensure that only actual time worked on HRSA projects are charged to HRSA grants or cooperative agreements, and that the time worked has management approval from the HRSA grant recipient. There also must be internal controls in place to ensure that costs charged to HRSA grants or cooperative agreements through sub-awards are monitored and evaluated by the HRSA grant recipient and that only allowable, allocable, reasonable, necessary, and documented costs are charged to HRSA grants or cooperative agreements.

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

Reporting and Use of Program Income

The COUNTY and the SUBRECIPIENT are required to track and report all sources of service reimbursement as program income. All program income generated as a result of EHE-awarded funds must be used for approved project-related activities. For additional information, see Uniform Guidance 45 CFR § 75.307 and HRSA Policy Notice No. 15-03 available online at: <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 FAC 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. In accordance with 2 CFR § 200.512 and the United States Office of Management and Budget's memorandum to the heads of executive departments and agencies, dated March 19, 2020, regarding administrative relief for recipients and applicants of federal financial assistance directly impacted by COVID-19 due to loss of operations, the COUNTY will not consider the corresponding annual audit late if: 1) the SUBRECIPIENT's fiscal year ended on or before June 20, 2020; and 2) the audit was not submitted to the FAC later than six (6) months beyond the normal due date (i.e., subrecipients whose fiscal year ended on or before June 20, 2020, were granted an automatic six month extension beyond their normal audit submission due 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 or cooperative agreement if the cost complies with all of the following requirements:

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

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

- 6.5 SUBRECIPIENT agrees to provide the COUNTY with the SUBRECIPIENT's 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.

- 6.6 The SUBRECIPIENT agrees that grant funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV-related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to program-eligible people with HIV.
- 6.7 If SUBRECIPIENT provides a service that is available through the State Medicaid Plan [including, but not limited to, the Managed Medical Assistance (MMA) and Long-term Care (LTC) plans], the SUBRECIPIENT must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement. If SUBRECIPIENT received a waiver from this requirement, a copy of the approved waiver must be submitted to the COUNTY.
- 6.8 Where applicable, recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute 42 USC § 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 USC § 1320 7b(b) Illegal remunerations, which states, in part, that whoever knowingly and willfully solicits or receives (or offers or pays) any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind:
- A. In return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program,
- OR
- B. In return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program,

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

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

- A. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third-party payer, for the item or service:
 - (1) Under any State compensation program, insurance policy, or any Federal or State health benefits program; or
 - (2) By an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
- B. Purchase vehicles without written prior approval from HRSA's Division of Grants Management Operations (DGMO).
- C. 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.
- D. 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.
- E. File any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.
- F. Provide alcoholic beverages, especially, but not limited to, its use as an entertainment expense.
- G. Cover entertainment costs such as the cost of amusements, social activities, and related incidental costs.
- H. 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.
- I. 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.

- J. 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.
- K. Bad debts.
- L. Fundraising.
- M. Invention, patent or licensing costs unless specifically authorized in the Notice of Award.
- N. 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.
- O. As stated in the COUNTY's Ending the HIV Epidemic Notice of Award, dated February 20, 2020, as may be amended, EHE cooperative agreement funds may not be used for the following purposes:
- (1) Cash payment to intended recipients of services.

Notes:

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

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

- (2) Clinical research.
 - (3) International travel.
 - (4) Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).
 - (5) Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA’s prior approval and in compliance with HHS and HRSA policy.
 - (6) Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore is not eligible for HRSA HAB initiative funded medication.
- P. Where applicable, funds awarded for pharmaceuticals must only be spent to assist clients who have been determined no eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formularies.
- Q. 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.
- R. 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.

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- (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.

6.10 The SUBRECIPIENT shall:

- A. Participate in clinical quality improvement projects as well as related quality management trainings, workshops, targeted record reviews, technical assistance meetings, and any other related activities as required by the COUNTY;
- 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, in order to meet the HIV+ client's health care and social service needs 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. Where applicable to the EHE services provided as detailed in Exhibit A, scope of services, of this Agreement, commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among EHE and Ryan White Program-funded subrecipients;
- D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients, staff, or other care providers. The SUBRECIPIENT's internal grievance procedures must afford their clients or other care providers with immediate access to these procedures. These procedures shall be made available to clients or other care providers prior to accessing the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SUBRECIPIENT's internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SUBRECIPIENT to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SUBRECIPIENT; and a reasonable timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SUBRECIPIENT site. Documentation of informal complaints and formal grievances from clients, program staff, or other care providers must be tracked and reported to the COUNTY reported to the COUNTY in the Tri-Annual Progress Reports, referenced in Article VII, Section 7.1 (C) of this Agreement;

- 6.11 If the SUBRECIPIENT is a commercial organization or for-profit organization, it is hereby advised that it has been classified as a subrecipient of a federal subaward under this Agreement. Therefore, with regards to property and procurement, due to the nature of the services provided under this Agreement, the SUBRECIPIENT will adhere to the guidelines set forth in 45 CFR part 75, as may be amended, as applicable to subrecipients who are non-federal entities. For the purchase of equipment under this Agreement, the guidelines under Property Standards and Procurement Standards in 45 CFR § 75.316 and 45 CFR § 75.335 of the OMB Uniform Guidance, respectively, will apply to the SUBRECIPIENT.

For disposition of equipment, the SUBRECIPIENT will follow the guidelines set forth in 45 CFR § 75.320, titled "Equipment". Supporting documentation must be retained to demonstrate that the equipment's fair market value is less than \$5,000 at the time of disposition. To meet this requirement, the COUNTY will accept market research of no less than three (3) different vendors indicating the current fair market value of the same brand and model (or similar equipment). This documentation must be available for review during a monitoring site visit.

- 6.12 SUBRECIPIENT shall not make direct cash payments to intended recipients (clients) of core medical or support services. This prohibition includes cash incentives and cash intended as payment for Ryan White Program services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity must be used. As applicable to services funded under this Agreement, store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the Ryan White Program are also allowable as incentives for eligible program participants. Where applicable, SUBRECIPIENT will administer voucher and store gift card programs in a manner which assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable. See Article II, Section 2.1 (PP) and Article VI, Section 6.9 P (1) of this Agreement for related information.
- 6.13 The SUBRECIPIENT agrees to provide services under this Agreement without regard to:
- A. The ability of the individual to pay for such services;
 - B. The current or past health conditions of the individuals to be served;
 - C. The receipt of additional services from other health or social service facilities funded under the EHE initiative or the Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended, except for services requiring a medical case management referral [Ryan White Program In Network Referral or Out of Network (OON) Referral] to the local Ryan White Part A or MAI Program; or
 - D. The client's utilization of other services offered by the SUBRECIPIENT, except for certain medical specialty care services which may require a second medical opinion from a physician affiliated with the SUBRECIPIENT, subject to the availability of grant funds and budgetary limitations.
- 6.14 Service provision shall be based on the following:
- A. The SUBRECIPIENT agrees that client eligibility for services under this Agreement shall be determined on the basis of the confirmatory medical status of the person

with HIV, as documented by records referenced in Article VII, Section 7.1, of this Agreement.

6.15 The SUBRECIPIENT shall:

- A. Assume the financial risk for providing services to individuals who do not have documentation of a confirmatory HIV+ test result;
- B. Assume the financial risk for providing services to individuals for whose services other local, State, or Federal sources of funding could have reasonably been anticipated, determined, or utilized;
- C. Provide services in a setting that is accessible to EHE program-eligible people with HIV;
- D. Conduct general outreach (recruitment) to locate EHE program-eligible individuals living with HIV disease who are not receiving outpatient medical care or treatment in order to inform such individuals of available services at the SUBRECIPIENT's location and in the community; such general outreach or recruitment is not related to targeted Part A or MAI-funded Outreach Services;
- E. Demonstrate and document compliance, to the extent possible and as applicable to the EHE scope of services as detailed in Exhibit A of this Agreement, with the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. These HAB measures, where applicable, include: Core, All Ages, Adolescent/Adult, Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The SUBRECIPIENT shall also provide services in compliance with the National Culturally and Linguistically Appropriate Standards (CLAS Standards); and, if applicable, with the local Ryan White Program Medical Case Management Standards of Service, Public Health Service Guidelines, Ryan White Program Oral Health Care Standards, and the Ryan White Program Minimum Primary Medical Care Standards; as well as any related Clinical Performance Measures that may be disseminated during the contract year;
- F. Coordinate EHE service delivery efforts with other Ryan White Program (Part A and MAI) and non-Ryan White Program subrecipients or service providers;
- G. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training; and
- H. Maintain sufficient and legible documentation in the client charts or service logs to support the procedures or services rendered under this Agreement. This documentation will include, at a minimum, the date of service or activity, type of service or activity, service or activity code (if applicable), the number of service or activity units provided, the time spent providing the service or activity (if applicable), and any other special documentation required under an individual service category, as may be amended. Where appropriate, SUBRECIPIENT's staff shall also include details of the visit in a progress note which must also be

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

- 6.16 If the SUBRECIPIENT does not accept payment for services from any third-party payer, including any insurance policy or any Federal or State health benefits program, then Section 6.9 (A) above and Section 6.17 immediately below do not apply.
- 6.17 If the SUBRECIPIENT charges for services and provides services that are reimbursable through Medicaid and/or other insurance, then the SUBRECIPIENT **must use** a sliding fee scale for clients receiving these services through EHE cooperative agreement funds. The scale is based on the most current Health and Human Services Federal Poverty Guidelines (also known as the Federal Poverty Level or FPL), which is updated annually. Clients with a gross household income less than or equal to 100% of the FPL guidelines in use for the corresponding grant fiscal year will not pay a fee for the provision of services. Clients with a gross household income greater than 100% of the corresponding FPL guidelines may pay a fee for the provision of services (even if the fee is only \$1.00) and, if so, will be charged according to a sliding fee scale. The SUBRECIPIENT will post the sliding fee scale so that it is visible to clients and the general public.
- A. Annual aggregate charges to clients receiving Ryan White Program-funded services shall conform to the following limitations:

- (1) Sliding fee schedule:

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

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

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 the program-eligible client having HIV or AIDS. Said documentation shall include a copy of at least one (1) of the following: lab test results (e.g., 4th Generation HIV test, Multispot® HIV-1/HIV-2 Rapid Test, HIV Western Blot, ELISA with Western Blot, detectable viral load or culture result; a positive HIV viral culture or test result, as may be amended); or a certified referral form. The Project AIDS Care (PAC) Waiver Notification of Level of Care (Form 603) is no longer accepted as proof of a client's HIV+ status. For clients who have a Medicaid HIV Specialty Plan only, a copy of the client's current and valid Clear Health Alliance (CHA) Medicaid card will be an acceptable form of documentation to support the client's HIV+ status. Very limited EHE services within thirty (30) calendar days may be provided to newly diagnosed clients with a preliminary HIV+ test result for the purpose of timely engagement in care. **However, aside from this limited exception, on-going EHE or Ryan White Program-funded services MAY NOT be provided to clients without documented proof of a confirmatory test result for HIV.** See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility Requirements, of the most current, local Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

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

Client-level (intake) information that is entered in the Ryan White Program Management Information System (RW-MIS), as required and as applicable, in order to receive reimbursement for services rendered that includes unique client identifier number(s), intake date, date of birth, confirmatory proof of HIV status, gender at birth, current gender, race, race sub-groups, ethnicity, ethnicity sub-groups, country of origin, primary language at home, assessment of disabilities from a functional perspective, risk-related behaviors, level of HIV infection, referral source, ZIP code, TB status, year of diagnosis, location of diagnosis, insurance status, identification as a new or established client, specific service(s) provided,

number of service units provided, unit cost, multiplier rate if applicable, dispensing cost if applicable, and total monthly cost per service category.

Subrecipients funded for Ryan White Part A or MAI-funded Medical Case Management services must also utilize the RW-MIS to enter service utilization data or progress notes in a timely manner. Payment for EHE services where service utilization data or progress notes are entered more than five (5) days, excluding holidays and weekends, after the actual date of service may be denied, at the discretion of the COUNTY.

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

- (3) **Involuntary Disenrollment of Clients.** SUBRECIPIENT must establish and follow internal policies and procedures that specifically address when termination or dismissal of a client from the agency itself, the EHE cooperative agreement services or Ryan White Program is warranted under local, State, and Federal laws. In support of the SUBRECIPIENT's internal policies and procedures related to client rights and responsibilities, this Agreement allows for a client to be involuntarily disenrolled (dismissed) from the local EHE cooperative agreement services or Ryan White Program, or from a specific subrecipient agency, for the following reasons:
- (a) Fraudulent use of program assistance;
 - (b) Falsification of documents or purposeful omissions of information required to confirm program eligibility for services;
 - (c) Persistent noncompliance with the client's plan of care; or
 - (d) Disruptive, unruly, abusive, or uncooperative behavior to the extent that continued enrollment seriously impairs the SUBRECIPIENT's ability to furnish services to either the client or other clients. Such behavior includes, but is not limited to, threats or acts of violence, verbal abuse and harassment, criminal activity, and destruction or theft of property.

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

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

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

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

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

- (8) In accordance with HRSA Policy Notice No. 16-01 <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>, Ryan White HIV/AIDS Program recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive Ryan White HIV/AIDS Program services. Ryan White HIV/AIDS Program recipients and subrecipients may not cite "payer of last resort" language to compel HIV-infected veterans to obtain services from the Veterans Administration health care system or refuse to provide services. Ryan White HIV/AIDS Program recipients and subrecipients may refer eligible veterans to the Veterans Administration for services, when appropriate and available. However, Ryan White HIV/AIDS recipients and subrecipients may not require eligible veterans to access medical or supportive services in the Veterans Administration health care system nor deny them access to health care and support services funded by the Ryan White HIV/AIDS Program.

- B. The SUBRECIPIENT shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided. If the 20th day of the month falls on a weekend or COUNTY-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. Reimbursement requests will be submitted in a format determined by the COUNTY, regarding the provision and utilization of EHE-funded services, where applicable, in accordance with the provisions of corresponding Federal OMB Uniform Guidance requirements, the EHE cooperative agreement scope of services detailed in Exhibit A of this Agreement, and the Ryan White HIV/AIDS Treatment Extension Act of 2009, where applicable, as may be amended. These monthly reports shall include:

- (1) Computer Identification System (CIS) number (unique client identification number),
- (2) date of service,

- (3) user identification code for provider of service,
- (4) type of service (billing code),
- (5) units of service, and
- (6) total amount charged for the service.

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

- C. Based on client-level and service utilization data entered in the RW-MIS, the SUBRECIPIENT shall submit Tri-annual Progress Reports, a qualitative report based on billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at dates to be determined by the COUNTY. These reports will include a narrative of accomplishments, challenges, and technical assistance needs encountered during the fiscal year; as well as a reporting of progress made in relation to the National CLAS Standards. A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT will also be included as part of the Tri-annual Progress Reports. As a component of this report, the SUBRECIPIENT shall also collect and report to the COUNTY, in a format to be provided by the COUNTY, information on specific client-level outcome measures as established by the COUNTY, and included herewith in Exhibit A as part of the Scope of Service(s).

The SUBRECIPIENT will also submit annually a signed assurance to accompany the third and final of the Tri-annual Progress Reports, in a format provided by the COUNTY for this reporting requirement. This assurance form shall be initialed and signed by the SUBRECIPIENT’s Board President and its Chief Executive Officer, and properly notarized or stamped with a corporate seal. This assurance will indicate that EHE cooperative agreement grant funds were used in accordance with Exhibit A, scope of services, of this Agreement, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

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

- E. The SUBRECIPIENT shall submit to the COUNTY a Final Line Item Expenditure Report (FLIER), separate for each funded service category, itemizing all EHE cooperative agreement funding, where applicable, other shared costs received,

and actual expenditures incurred during the contract period associated with this Agreement. The FLIER must reflect the actual expenses for approved line items that EHE cooperative agreement grant funds reimbursed by the COUNTY's EHE initiative were actually applied to. This FLIER must also reflect all changes made to the SUBRECIPIENT's EHE award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding cooperative agreement 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 FLIER. Overpayments to the SUBRECIPIENT that are identified as a result of the SUBRECIPIENT's reconciliation of budgeted costs versus actual expenditures in the FLIER, in relation to the amount reimbursed by the COUNTY by service category 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 FLIER and submitted to the COUNTY by the reporting deadline. The FLIER for each funded service category must be submitted no later than close of business on Friday, April 29, 2022. **No extensions will be granted. No exceptions.** This FLIER 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 FLIER. Such certification will indicate that 1) each budget submitted for this report is true, complete and accurate; 2) the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award and corresponding Agreement; 3) awareness that any false, fictitious, or fraudulent information, or omission of any material fact, may subject the certifiers to criminal, civil or administrative penalties under U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 4) budgeted costs and actual expenditures for the cooperative agreement grant budget period have been determined allowable in accordance with 45 CFR part 75; 5) all reported amounts have appropriate and sufficient backup documentation on file at the organization for a period of five (5) years following the date of report submission; and 6) all report budget forms have been reviewed and are free of mathematical errors.

- F. The SUBRECIPIENT shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of \$1,000.00 or more per item and with a normal life of one (1) or more years, 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 SDIS. Additional federal reporting is required for equipment purchases with an acquisition cost of \$5,000.00 or more, as further defined in Section 7.1 F (5), directly below. All nonexpendable property purchased with Federal EHE cooperative agreement 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 F (1) that was purchased with Federal EHE cooperative agreement grant funds under this Agreement shall vest in the COUNTY.
 - (3) The SUBRECIPIENT must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal EHE cooperative agreement grant funds under this Agreement. The SUBRECIPIENT shall transfer or dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.
 - (4) All equipment and products purchased with EHE cooperative agreement grant funds under this Agreement should be American-made, to the greatest extent practicable.
 - (5) For COUNTY-approved equipment purchases with an acquisition cost of \$5,000.00 or more per unit acquired by the SUBRECIPIENT using grant award 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.
- G. **Proof of Tax Status.** If applicable, the SUBRECIPIENT is required to submit to the COUNTY the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990 and automatic 3-month extension through form 8868, if applicable; (c) the annual submission of I.R.S. form 990 within (6) months after SUBRECIPIENT's fiscal year end; and (d) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) calendar days after the quarter ends and if the form 941 reflects a tax liability, proof of payment

must be submitted within forty-five (45) calendar days after the quarter ends. SUBRECIPIENT shall notify the COUNTY of any changes to SUBRECIPIENT's tax-exempt status within ten (10) business days of such change.

- H. The SUBRECIPIENT shall utilize standard processes and forms developed by the COUNTY to deliver, document, coordinate and report services provided under this Agreement. The SUBRECIPIENT shall begin to utilize such standard tools immediately upon implementation by the COUNTY.
 - I. The SUBRECIPIENT shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the COUNTY's request.
- 7.2 The SUBRECIPIENT agrees to participate in evaluation studies, clinical quality management activities, Performance Improvement Plan activities, Integrated Plan activities, Ending the HIV Epidemic activities, and needs assessment activities sponsored by the U.S. Health Resources and Services Administration (HRSA) or analyses carried out by or on behalf of the COUNTY to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SUBRECIPIENT shall:
- A. Permit right of access of authorized staff involved in such efforts to SUBRECIPIENT's premises and records, in accordance with applicable Federal and State privacy laws and requirements, and in accordance with Article II, Sections 2.1 (J), (W), and (X) of this Agreement;
 - B. Provide each client a confidential client survey consent form to be provided by the COUNTY or its authorized representatives which will include his/her unique Computer Identification System (CIS) number, the name of the SUBRECIPIENT, the date of service, and space for the client to indicate consent as to whether or not they may be contacted to participate in client satisfaction surveys;
 - C. Participate in ongoing meetings and Subrecipient Forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support subrecipients; and
 - D. Participate in 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 (J), (W), and (X) of this Agreement;

- B. Completion of data entry and updates of minimum data set (required fields) specified in the RW-MIS Data Entry Procedures form included under Exhibit A of this Agreement. In addition, the SUBRECIPIENT must maintain the level of staff involvement and frequency of data entry specified under Exhibit A of this Agreement;
- C. Compliance with all policies and procedures related to the full use of the RW-MIS as required by the COUNTY; including, but not limited to, medical case management providers utilizing the RW-MIS to record client registration and intake information, comprehensive health assessments, financial assessments, referrals, and progress notes; and all subrecipients utilizing the RW-MIS to record client level information, required demographics, and service utilization data;
- D. 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 EHE-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;

- E. Participation of appropriate SUBRECIPIENT staff persons in on-going RW-MIS technical assistance and training workshops, and user support groups; and
 - F. 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 (FAC) (<https://harvester.census.gov/facweb/>). In addition, SUBRECIPIENT must 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 notifying the COUNTY that the audit has been completed and submitted to the FAC; or submit a complete electronic copy of the audit to the COUNTY.

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

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 or for-profit 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 (M) of this Agreement; and
- E. Maintain a cost allocation plan, agency-wide budget, and reports of budgeted versus actual costs, along with supporting documentation for any shared costs included in the SUBRECIPIENT's approved contract budget(s) for the provision of HIV-related services under the EHE cooperative agreement grant, 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 SERVICE CATEGORIES FUNDED UNDER THE CORRESPONDING RFP IN THE TABLE BELOW; KEEP APPROPRIATE SERVICE CATEGORY(S) LISTED IN ALPHABETICAL ORDER, ADD AMOUNT(S); THEN DELETE THIS LINE AND EXTRA SPACES/RETURNS]

<u>Service Category</u>	<u>Amount</u>
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For HealthTec services:

For Quick Connect services:

- 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 cooperative agreement grant finds that:
- A. The SUBRECIPIENT fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or
 - B. There were any significant deviations from the approved corresponding Scope of Services (Exhibit A) indicating that the SUBRECIPIENT is not spending at a rate that would absorb its full allocation, per category of service, within the contract period.
- 8.4 In the event the COUNTY determines that a reduction in the SUBRECIPIENT's budget(s) is necessary, the COUNTY shall notify the SUBRECIPIENT in writing within thirty (30) calendar days of said reduction decision.

Article IX

Project Budget and Method of Payment

- 9.1 The SUBRECIPIENT agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. The non-Federal entity may elect "pay in advance" in accordance with 45 CFR 75.305 of the Uniform Guidance if it has submitted documentation to support its ability to comply with the Federal requirements for advance payment and is subsequently approved by the COUNTY. The SUBRECIPIENT is required to use the County-approved "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 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) and narrative budget justification(s)], (shown as Exhibit B attached herewith), and on the basis of one (1) or more of the following items:

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

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

- B. Service Units: to be billed at the unit cost, multiplier rate, or dispensing charge contained in the approved Service Budget(s) and Price Form(s), and invoiced with supporting documentation showing units of services delivered (i.e., actual services provided or rendered) to program-eligible clients, as specified under Article VII, Section 7.1 of this Agreement;
- C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; or
- D. Overhead rate (administrative charge): as shown in 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 cooperative agreement grant funds disbursed to the SUBRECIPIENT to which the SUBRECIPIENT was not entitled, or for which SUBRECIPIENT's supporting documentation could not be found or was found to be incomplete or illegible. Upon written notice to the SUBRECIPIENT, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SUBRECIPIENT. Upon withholding or seeking reimbursement from the SUBRECIPIENT, the COUNTY has the right to retain said grant funds. Notice shall be provided by the COUNTY to the SUBRECIPIENT in a timely manner, not to exceed thirty (30) calendar days from the date the COUNTY is informed by the SUBRECIPIENT or other source, or the COUNTY discovers through its independent inspection, review, or audit pursuant to Article II, Sections 2.1 (I) and (J) of this Agreement that the SUBRECIPIENT was not entitled to any or all grant funds claimed under this or any current or prior Agreement between the SUBRECIPIENT and the COUNTY. Notwithstanding the COUNTY's rights as described herein, the COUNTY shall communicate and work with the SUBRECIPIENT to ensure compliance with this Agreement and to further ensure that the issuance of the notice described in this Section 9.3 is warranted.
- 9.4 The SUBRECIPIENT's actual expenditures may not deviate more than 25% per line item on the most current approved Service Budget(s), attached herein as Exhibit B, without written approval from the COUNTY. Line items may not be added to the budget or Final Line Item Expenditure Report without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.
- 9.5 Budget revision requests must be submitted to the Office of Management and Budget-Grants Coordination (OMB-GC)/Ryan White Program no later than thirty (30) calendar days prior to the end of the term identified in Article XIII, Section 13.1 of this Agreement. Requests submitted to OMB-GC after this deadline will be considered on a case-by-case basis. Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the 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
Email: Daniel.Wall@miamidade.gov

- 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 (OMB-GC) 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. **Governmental Entity SUBRECIPIENT Indemnification.** The SUBRECIPIENT shall indemnify and hold harmless the COUNTY, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, agents, servants, partners, principals or subcontractors. The SUBRECIPIENT shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the SUBRECIPIENT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SUBRECIPIENT arising out of the same incident or occurrence, exceed the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, servants, agents, partners, principals or subcontractors.
- C. **Term of Indemnification.** The provisions of Article XI, Section 11.1 shall survive the expiration or termination of this Agreement.
- 11.2 **Insurance Requirements for Governmental Subrecipients.** The parties hereto acknowledge that the SUBRECIPIENT is a self-insured governmental entity subject to the limitations of Section 768.28 and Chapter 440, Florida Statutes. The SUBRECIPIENT shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28 and Chapter 440, Florida Statutes.
- 11.3 **Insurance Requirements for Non-Governmental Subrecipients.** Notwithstanding the insurance requirements set forth herein, Article XI, Section 11.2 of this Agreement shall not apply to this Agreement if the total combined award does not exceed \$25,000.00 at any time during the term of this Agreement. Therefore, where applicable, the SUBRECIPIENT shall submit to Miami-Dade County, c/o Office of Management and Budget-Grants Coordination (OMB)/Ryan White Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, original Certificate(s) of Insurance, signed by the insurance agent, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- A. **All insurance certificates must list the COUNTY as "Certificate Holder" and must read exactly as presented below:**

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

- B. Workers' Compensation Insurance for all employees of the SUBRECIPIENT as required by Florida Statutes, Chapter 440.
- C. Commercial General Liability Insurance in an amount not less than \$300,000.00 per occurrence, and \$600,000.00 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

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

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

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

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

Professional Liability Insurance in the name of the SUBRECIPIENT, in an amount not less than \$250,000.00.

- F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

OR

- (2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.
- G. If SUBRECIPIENT is a Federally Qualified Health Center, then the SUBRECIPIENT will also submit to the COUNTY a copy of its Federal Tort Claims Act (FTCA) Deeming Notification Letter on an annual basis. The Deeming Notification Letter indicates proof of free medical malpractice liability coverage under the provisions of 42 USC part 6 and the FTCA.
- H. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this Section or under any other section of this Agreement.
- I. The COUNTY reserves the right to inspect the SUBRECIPIENT's original insurance policies at any time during the term of this Agreement.
- J. **Failure to Provide and Maintain Certificates of Insurance and Proof of Medical Malpractice Coverage, where applicable.** The SUBRECIPIENT shall be responsible for assuring that the insurance certificates and proof of medical malpractice coverage, where applicable, that are required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates and proof of medical malpractice coverage, where applicable, are scheduled to expire or have been canceled during the effective term, the SUBRECIPIENT shall be responsible for submitting new or renewed insurance certificates and proof of medical malpractice coverage, where applicable, to the COUNTY prior to expiration.

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

Article XII **Conflict of Interest**

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

payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by SUBRECIPIENT shall be employed by the SUBRECIPIENT unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the SUBRECIPIENT if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

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

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

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

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

- 12.3 No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the SUBRECIPIENT, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the SUBRECIPIENT, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the SUBRECIPIENT's employee(s) or service program.
- 12.4 SUBRECIPIENT and COUNTY staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and Section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

Article XIII **Term of Agreement**

- 13.1 **Effective Term.** The SUBRECIPIENT's award is part of a multi-year cooperative agreement between the COUNTY and DHHS with a period of performance ending February 28, 2025. Notwithstanding this allowable period of performance, the initial effective term of this Agreement shall commence on August 2, 2021 and terminate at the close of business on February 28, 2022.

This initial 7-month period includes up to three, one-year options to renew through the end of the period of performance on February 28, 2025, at the County's sole discretion, based on contract performance, continued appropriations by Congress, and availability of adequate funds. The options to renew would be for 12-month budget periods beginning in March and ending in February of each subsequent cooperative agreement grant fiscal year of the options to renew. Additionally, the SUBRECIPIENT shall submit a revised Scope of Services (Exhibit A) and Budget (Exhibit B) to the COUNTY for each subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term.

Although the renewal is at the COUNTY's option, the refusal of the SUBRECIPIENT to agree to said renewal of this Agreement, does not constitute a breach of this Agreement. However, if the SUBRECIPIENT does not agree to renew this Agreement, the SUBRECIPIENT shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal notification. The SUBRECIPIENT shall submit to the COUNTY a transition plan for the SUBRECIPIENT's clients for all

services included in this Agreement at a mutually agreed upon date. Said transition plan shall include appropriate arrangements (i.e., referrals to other SUBRECIPIENTS or funding streams) which are made to ensure minimal interruption of treatment provided to service recipients 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;
- D. The SUBRECIPIENT's submittal of incorrect, incomplete, or illegible documents;
or
- E. Non-compliance with advance payment requirements in accordance with the Uniform Guidance, 45 CFR § 75.305. Such non-compliance may result in payment suspension and/or suspension of advance payments to SUBRECIPIENT; at which time, payments will default to reimbursements.

14.2 Debarment.

- A. Pursuant to Executive Orders 12549 (3 CFR § 1986 Comp., p. 189) and 12689 (3 CFR § 1989 Comp., p. 235), "Debarment and Suspension," a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The SUBRECIPIENT, with an award in excess of \$100,000.00, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement. The SUBRECIPIENT shall have a continuing obligation to notify the COUNTY in writing within ten (10) calendar days

of any changes in their exclusion status throughout the term of this Agreement. The failure of the SUBRECIPIENT to notify the COUNTY of any changes in their exclusion status shall constitute a breach of this Agreement.

- B. Any individual or entity who attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement may be disbarred from COUNTY contracting for up to five (5) years.

14.3 **Termination.**

- A. **Termination at Will** - 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 (i.e., clients) enrolled in the program(s) funded herein. The SUBRECIPIENT will be responsible for ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

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

- D. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SUBRECIPIENT is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not materially complying with any term or provision provided herein, including the following:
- (1) The SUBRECIPIENT ineffectively or improperly uses the grant funds allocated under this Agreement;
 - (2) The SUBRECIPIENT does not furnish the Certificates of Insurance required by Article XI, Section 11.3, of this Agreement, if applicable, or the insurance expires or is canceled, or as otherwise determined by the COUNTY's Internal Services Department, Risk Management Division;
 - (3) The SUBRECIPIENT does not submit or submits incomplete or incorrect required reports;
 - (4) The SUBRECIPIENT refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SUBRECIPIENT's programs funded under this Agreement;
 - (5) The SUBRECIPIENT discriminates under any of the laws outlined in this Agreement;
 - (6) The SUBRECIPIENT, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the related Code of Miami-Dade County;
 - (7) The SUBRECIPIENT falsifies or violates the provisions of the Drug Free Workplace Affidavit;
 - (8) The SUBRECIPIENT attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
 - (9) The SUBRECIPIENT fails to correct deficiencies found during a monitoring visit, evaluation, desk audit, or record review within the specified time;
 - (10) The SUBRECIPIENT fails to meet the material terms and conditions of any obligation under any contract or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;
 - (11) The SUBRECIPIENT fails to 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);

- (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; or
- (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 Services or Deliverables in a timely manner;
 - B. the SUBRECIPIENT has refused or failed, except in case for which a written notice of an extension of time is provided, to supply enough properly skilled Staff/Personnel;
 - C. the SUBRECIPIENT has failed to make prompt payment to subcontractors or suppliers for any Services;
 - D. the SUBRECIPIENT has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SUBRECIPIENT's creditors, or the SUBRECIPIENT has taken advantage of any insolvency statute or debtor/creditor law or if the SUBRECIPIENT's affairs have been put in the hands of a receiver;
 - E. the SUBRECIPIENT has failed to obtain the approval of the COUNTY where required by this Agreement;
 - F. the SUBRECIPIENT has failed to provide "adequate assurances" as required under Section 15.2 below;
 - G. the SUBRECIPIENT has failed in the representation of any warranties stated herein;
 - H. the SUBRECIPIENT has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and in Article II, Section 2.1 (QQ) of this Agreement;
 - I. the SUBRECIPIENT has failed to comply with any other requirements set forth in this Agreement; or
 - J. the SUBRECIPIENT or its staff are indebted to the United States, and has a judgment lien filed against them for a debt to the United States. In such cases the organization or individual is ineligible to receive a federal grant. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, guaranteed and direct student loans, benefits that were overpaid, etc.). If an organization or individual is delinquent on federal debt, they should submit an explanation to the COUNTY that includes proof that satisfactory arrangements have been made with the Agency to which the debt is owed.
- 15.2 When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the SUBRECIPIENT's ability to perform the Services or any portion thereof, the COUNTY may request that the SUBRECIPIENT, within the time frame set forth in the

COUNTY's request, provide adequate assurances to the COUNTY, in writing, of the SUBRECIPIENT's ability to perform in accordance with terms of this Agreement. Until the COUNTY receives such assurances, the COUNTY may request an adjustment to the compensation received by the SUBRECIPIENT for portions of the services which the SUBRECIPIENT has not performed. In the event that the SUBRECIPIENT fails to provide to the COUNTY the requested assurances within the prescribed time frame, the COUNTY may:

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

- 15.3 In the event the COUNTY shall terminate this Agreement for default, the COUNTY or its designated representatives, 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 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 45 CFR §75.207. If the HHS awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the HHS awarding agency or pass-through entity may take one or more of the actions, as identified in 45 CFR §75.207, and as appropriate in the circumstances.

Article XVIII

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

18.1 Independent Private Sector Inspector General Reviews

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

18.2 Miami-Dade County Inspector General Review

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

audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

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

18.3 DHHS Inspector General

Pursuant to Article II, Section 2.1 (J) of this Agreement, authorized representatives of the DHHS may audit SUBRECIPIENT's books, records and electronic files. The DHHS Inspector General also maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, U.S. Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D.C. 20201; Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS); 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 (RW-MIS), 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;
 - 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 Services or Deliverables furnished hereunder, including but not limited to, equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.

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

- 21.2 The SUBRECIPIENT shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Services or Deliverables furnished hereunder. Accordingly, the SUBRECIPIENT at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.

- 21.3 In the event any Service or Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SUBRECIPIENT shall have the obligation to, at the COUNTY's option to (1) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (2) procure for the COUNTY, at the SUBRECIPIENT's expense, the rights provided under this Agreement to use the item(s).
- 21.4 The SUBRECIPIENT shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Service or Deliverable hereunder. The SUBRECIPIENT shall enter into agreements with all suppliers and subcontractors at the SUBRECIPIENT's own risk. The COUNTY may reject any Service or Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the COUNTY's judgment, use thereof would delay the Work or be unlawful.
- 21.5 SUBRECIPIENT acknowledges that the Agreement and any other documents submitted to the COUNTY or obtained by the COUNTY pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset. Notwithstanding the foregoing, should information be deemed confidential and/or statutorily exempted from disclosure pursuant to the provisions and the limitations of Section 395.3035, Florida Statute, as it may be amended, or otherwise, the parties agree that such information shall be afforded the appropriate statutory protections.

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

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

- A. The Terms and Conditions in this Agreement;
- B. The special conditions contained in Exhibits "A" through "C" attached herewith:
 - (1) Exhibit A – Scope of Service(s)
 - (2) Exhibit B – Budget
 - (3) Exhibit C – Affidavits and Authorized Signatures:
 - o Miami-Dade County Affidavits (Attachment A)
 - o State Public Entities Crime Affidavit (Attachment B)
 - o Subcontractor and Supplier Affidavit (Provider's Disclosure of Subcontractors and Suppliers) (Attachment C.1)
 - o ISD Form 7 – Subcontractor/Supplier Listing (Attachment C.2)
 - o Collusion Affidavit (Attachment D)
 - o Due Diligence Affidavit (Attachment E)
 - o Authorized Signature Form (Attachment F)
 - o Federal Subaward Notification (Attachment G)

Article XXIV
Rules of Interpretation

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

Article XXV
Survival

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

Article XXVI
Nature of the Agreement

- 26.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- 26.2 The SUBRECIPIENT shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the COUNTY in all aspects of the Services and Deliverables performed hereunder.
- 26.3 The SUBRECIPIENT acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work, Deliverables, and Services under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the SUBRECIPIENT shall perform the same as though they were specifically mentioned, described and delineated.
- 26.4 The SUBRECIPIENT acknowledges that the COUNTY shall be responsible for making all policy decisions regarding the Scope of Services. The SUBRECIPIENT agrees to provide input on policy issues in the form of recommendations. The SUBRECIPIENT agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the COUNTY. The SUBRECIPIENT agrees to act in an expeditious and fiscally sound manner in providing the COUNTY with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

Article XXVII
Mutual Obligations

- 27.1 This Agreement, including all exhibits, attachments, and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 27.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SUBRECIPIENT and HRSA, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the COUNTY makes no representations and

assumes no duties or obligations as to third parties concerning the quality of the Services provided by the SUBRECIPIENT. The SUBRECIPIENT shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the COUNTY.

- 27.3 The Parties acknowledge that the Ending the HIV Epidemic (EHE) cooperative agreement 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 cooperative agreement 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 EHE cooperative agreement 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: _____

Title: _____

Title: Mayor or Mayor's Designee

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

Risk Management Approval (sign/date)

Approved for form and legal sufficiency:

Approved for form and legal sufficiency:

Ashlee A. Pouncy
Assistant County Attorney

Terrence A. Smith
Assistant County Attorney

EXHIBIT C

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



VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Attachment A

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 _____

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.

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

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW													
				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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a Florida not-for-profit corporation.

Signature

Printed Name

Notary Public, State of Florida

Personally Known or Produced Identification

Type of Identification Produced

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.

ATTACHMENT B

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.)

[SIGNATURES APPEAR ON NEXT PAGE]

ATTACHMENT B

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)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a Florida not-for-profit corporation.

Signature

Printed Name

Notary Public, State of Florida

Personally Known or Produced Identification

Type of Identification Produced

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: () _____

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

ATTACHMENT C.2.1

Firm Name of Prime Contractor/Respondent _____ FEIN # _____

Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form 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 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/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 bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

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

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp> <https://www.research.net/s/mdc-subcontractor-demographics>

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

Signature of Bidder/Respondent _____

Print Name _____

Print Title _____

Date _____

SUB 100 Rev. 6/12

MIAMI-DADE COUNTY →
SUBCONTRACTORS PAYMENT REPORT (Sub 200 Form)
(Ordinance 11-90)

C.2.2 Form - For reference; to be used in reporting at end of contract period

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a Florida not-for-profit corporation.

Signature

Printed Name

Notary Public, State of Florida

Personally Known or Produced Identification

Type of Identification Produced



AFFIDAVIT

Applicant Name: _____

Address: _____

Telephone Number: _____

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

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

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

This is certified by my signature:

Applicant's Signature

Print Applicant's Name

Date

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a Florida not-for-profit corporation.

Signature

Printed Name

Notary Public, State of Florida

Personally Known or Produced Identification

Type of Identification Produced

(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 Office of Management and Budget-Grants Coordination (OMB) for disbursement of funds. **Attached hereto and incorporated herein is a certified copy of a duly authorized and executed resolution passed by the Subrecipient's Board of Directors that provides for this authorization.** These signature authorizations are retained by the OMB for auditing purposes. Should the Subrecipient desire to change the information on this document, a certified and authorized and executed Resolution describing the desired changes must be submitted to the OMB.

NAME (please type)

TITLE (please type)

SIGNATURE

I. Prime Contracts and Subcontracts

_____	_____	_____
_____	_____	_____
_____	_____	_____

II. Checks (List amount limits)

_____	_____	_____
_____	_____	_____
_____	_____	_____

III. Budget Revision Requests

_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. Payment Requests

_____	_____	_____
-------	-------	-------

**MIAMI-DADE COUNTY
RYAN WHITE ENDING THE HIV EPIDEMIC (EHE) PROGRAM
FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2021-22**

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 EHE Program services covering the initial period of June 2, 2021 through February 28, 2022. These funds are made available in accordance with the Public Health Service Act, Section 311(c) (42 USC 243(c)) and XXVI (42 USC §§ 300ff-11 et seq.), and its related 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):	UT8HA33946
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:	To be determined
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 ENDING THE HIV EPIDEMIC (EHE)
 PROGRAM FEDERAL SUBAWARD NOTIFICATION
 Fiscal Year 2021-22**

ix	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	To be determined
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 Telephone: (305) 375-4742 Email: Daniel.Wall@miamidade.gov
xi	Catalog of Federal Domestic Assistance (CFDA) Number and Name:	CFDA # 93.686 - Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B; see #4 below.
xii	Is this award a Research and Development (R&D) grant?	No.
xiii	Indirect cost rate for the Federal award (including if the de minimis rate is charged)?	Up to 10%; 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 EHE 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 2021 Professional Services Agreement for Ryan White EHE Program services, including its Exhibits and Attachments;

MIAMI-DADE COUNTY
RYAN WHITE ENDING THE HIV EPIDEMIC (EHE)
PROGRAM FEDERAL SUBAWARD NOTIFICATION
Fiscal Year 2021-22

- 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 2021 Professional Services Agreement for Ryan White EHE Program services; and
- 7) Appropriate terms and conditions concerning closeout of this subaward are also included herewith in the accompanying FY 2021 Professional Services Agreement for Ryan White EHE 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: _____.

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

Prepared by:

Signature: _____

Name:

Title: Contracts Officer

Date:

Reviewed by:

Signature: _____

Name:

Title: EHE Program Coordinator

Date:



Appendix I

**MIAMI-DADE COUNTY RYAN WHITE PROGRAM
GRIEVANCE POLICY AND PROCEDURES**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

**Miami-Dade County Ryan White Program Part A [and EHE]
Recipient
Grievance Procedures and Process**

ARTICLE I

PREAMBLE

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

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

ARTICLE II

DEFINITIONS

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

**Miami-Dade County Ryan White Program Part A [and EHE]
Recipient
Grievance Procedures and Process**

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

Miami-Dade County Ryan White Program Part A [and EHE] Recipient Grievance Procedures and Process

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

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

**Miami-Dade County Ryan White Program Part A [and EHE]
Recipient
Grievance Procedures and Process**

ARTICLE III

THE GRIEVANCE PROCESS

A. REQUESTS FOR GRIEVANCES AND NOTICE OF HEARING

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

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

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

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

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

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

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

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

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

1. Types of County Grievances

The following County processes may be grieved:

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

2. Who May Grieve

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

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C. GRIEVANCE INITIATION AND PRELIMINARY DIRECT MEETING

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

Throughout the grievance process (including both non-binding and binding resolution), the following is considered to be public information: the specific process being grieved, the identity of the party submitting the grievance, and the resolution agreed upon. However, any other information shared during the grievance process is considered confidential and shall not be shared with parties who are not involved in the process. The procedures for Grievance are as follows:

(1) Step 1 –Submittal of Grievance

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

(2) Step 2 –Review for Allowance

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

The committee members must be:

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

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

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

(3) Step 3 –Direct Meeting

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

D. NON-BINDING MEDIATION

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

(1) Step 4 –Selection of Mediator

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

The mediator must be:

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

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

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

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

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(2) Step 5 –Mediation

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

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

E. INFORMAL HEARING

(1) Step 6 – Hearing

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

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

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

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

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

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

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

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

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

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

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

- (1) Any party or Hearing Officer may call, examine and cross-examine witnesses, and introduce documentary and other evidence into the record. Upon offering an exhibit into evidence at a hearing, a party shall provide

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an original and four copies to the Hearing Officer, and simultaneously furnish copies to all parties.

- (2) All relevant and material evidence, oral or written, may be received. Hearsay evidence shall be accorded such weight as the circumstances warrant. In its discretion, the Hearing Officer may exclude irrelevant, immaterial or unduly repetitious evidence. A party is entitled to represent his or her case by oral and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination. Both parties may appear in person or through any duly authorized representative.
- (3) The burden of persuasion, or duty of producing evidence to substantiate any allegation raised in the grievance, remains with the Grievant in all hearings before the Hearing Officer.

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

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

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

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

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

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

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

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

F. BINDING ARBITRATION

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

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

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

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

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

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(2) Step 8 –Arbitration

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

ARTICLE IV

SUNSHINE LAWS

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

ARTICLE V

AMENDMENTS

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

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Acknowledgement of Receipt of Grievance Procedures:

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



Appendix J

**FEDERAL POVERTY LEVEL (FPL)
GUIDELINES TABLE**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

2020 HHS FEDERAL POVERTY GUIDELINES Annual Income Ranges (Gross Household Income) <i>(Effective March 1, 2020 through February 28, 2021 for Ryan White Part A & MAI Services in Miami-Dade County, FL)</i>							
Family Size	A 100-135%	B 136-150%	C 151-200%	D 201-250%	E 251-300%	F 301-400%	G ≥401%
1	< or equal to \$12,760 - \$17,353	\$17,354 - \$19,267	\$19,268 - \$25,647	\$25,648 - \$32,027	\$32,028 - \$38,407	\$38,408 - \$51,167	\$51,168 +
2	< or equal to \$17,240 - \$23,445	\$23,446 - \$26,031	\$26,032 - \$34,651	\$34,652 - \$43,271	\$43,272 - \$51,891	\$51,892 - \$69,131	\$69,132 +
3	< or equal to \$21,720 - \$29,538	\$29,539 - \$32,796	\$32,797 - \$43,656	\$43,657 - \$54,516	\$54,517 - \$65,376	\$65,377 - \$87,096	\$87,097 +
4	< or equal to \$26,200 - \$35,631	\$35,632 - \$39,561	\$39,562 - \$52,661	\$52,662 - \$65,761	\$65,762 - \$78,861	\$78,862 - \$105,061	\$105,062 +
5	< or equal to \$30,680 - \$41,724	\$41,725 - \$46,326	\$46,327 - \$61,666	\$61,667 - \$77,006	\$77,007 - \$92,346	\$92,347 - \$123,026	\$123,027 +
6	< or equal to \$35,160 - \$47,817	\$47,818 - \$53,091	\$53,092 - \$70,671	\$70,672 - \$88,251	\$88,252 - \$105,831	\$105,832 - \$140,991	\$140,992 +
7	< or equal to \$39,640 - \$53,909	\$53,910 - \$59,855	\$59,856 - \$79,675	\$79,676 - \$99,495	\$99,496 - \$119,315	\$119,316 - \$158,955	\$158,956 +
8	< or equal to \$44,120 - \$60,002	\$60,003 - \$66,620	\$66,621 - \$88,680	\$88,681 - \$110,740	\$110,741 - \$132,800	\$132,801 - \$176,920	\$176,921 +
9	< or equal to \$48,600 - \$66,095	\$66,096 - \$73,385	\$73,386 - \$97,685	\$97,686 - \$121,985	\$121,986 - \$146,285	\$146,286 - \$194,885	\$194,886 +
10	< or equal to \$53,080 - \$72,188	\$72,189 - \$80,150	\$80,151 - \$106,690	\$106,691 - \$133,230	\$133,231 - \$159,770	\$159,771 - \$212,850	\$212,851 +
+1	\$4,480	\$6,720	\$8,960	\$11,200	\$13,440	\$17,920	\$17,965 +

SOURCE: <https://aspe.hhs.gov/poverty-guidelines> (Based on the table titled, "2020 Poverty Guidelines for the 48 Contiguous States and the District of Columbia")

IMPORTANT NOTES:

- Using the table above as a guide for families/households with more than ten (10) members, add \$4,480 for EACH additional family/household member.
- The Miami-Dade County Ryan White Program Service Delivery Information System (SDIS) will be programmed according to these guidelines, effective March 1, 2020 through February 28, 2021.
- Income eligibility for the following Ryan White Part A Program-funded services in Miami-Dade County is limited to program-eligible clients who have a gross household income at or below 400% of the Federal Poverty Level (FPL). The 400% FPL income limit applies to all locally-funded Ryan White Part A and MAI Program service categories.
- Percentage calculations in the table above are rounded to avoid gaps between whole number dollar amounts.



Appendix K

**FUNDING SOURCE SUMMARY
TEMPLATE & INSTRUCTIONS**

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

<p>RYAN WHITE PROGRAM SERVICE PROVIDER FUNDING SOURCE SUMMARY</p>
--

Proposing Organization	<i>Proposing Organization's Fiscal Year</i>

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

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

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



Appendix L

**MIAMI-DADE COUNTY RYAN WHITE PROGRAM
TEST AND TREAT / RAPID ACCESS (TTRA)
PRESENTATION FOR MEDICAL PROVIDERS**
(local TTRA guidelines for reference)

**Request for Proposals
(RFP No. EHE-0521)**

**Ending the HIV Epidemic (EHE)
HealthTec and Quick Connect Services**

APPENDIX L
RFP No. EHE-0521

TEST & TREAT/RAPID ACCESS Analyses of Miami-Dade County Data

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REVISED

November 21, 2019

Prepared by Behavioral Science Research Corporation and the Miami-Dade County Ryan White Part A/Minority AIDS Initiative (MAI) Program, May 2019. This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number H89HA00005, CFDA #93.914 - HIV Emergency Relief Project Grants, as part of a Fiscal Year 2019 award totaling \$26,596,944, as of January 23, 2019, with 0% financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by, HRSA, HHS or the U.S. Government.

World Health Organization Recommendations

“WHO [World Health Organization] recommends ART for all people with HIV as soon as possible after diagnosis...Huge reductions have been seen in rates of death and infections [from HIV/AIDS] when use is made of a potent ARV [antiretroviral] regimen, particularly in the early stages of disease” (World Health Organization, 2019, para. 1).

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Test & Treat/Rapid Access Goal for Miami-Dade County

For all HIV+ persons who are not in care, facilitate immediate access to HIV medical care and antiretroviral therapy (ART) to improve client health outcomes, reduce viral load in the community, and get the number of new HIV infections to zero.

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Why is Test & Treat/Rapid Access Important?

- **Shortens** the lag time between diagnosis and engagement in care for treatment-naïve (newly diagnosed) persons with HIV (Crowley & Bland, 2018)
 - **Facilitates** rapid re-engagement of PLWH who had been in care before (Berger et al., 2015)
 - **Immediately acts to reduce viral load levels** to suppress further infections, while allowing refinements in treatment strategy if subsequent analyses suggests more appropriate ARVs would be preferable (Crowley & Bland, 2018)
- *Note: since 2012, updated federal treatment guidelines recommend offering ART immediately upon diagnosis, and several randomized trials have validated this recommendation (see N Engl J Med., 2015, 795-807)*

Miami-Dade County Test & Treat/Rapid Access Data

- The data in these graphics represent 850 persons living with HIV who were linked to Ryan White Program care through the local TTRA process from July 1, 2018 through October 18, 2019.
- All TTRA RWP clients included in this analysis had a recorded baseline viral load measurement, and were prescribed HIV ART as part of the TTRA protocol. Clients who were subsequently determined to be ineligible for RWP Part A services or were determined to be HIV-negative were removed from this analysis.
- Some people with HIV who initially enrolled in TTRA declined to participate, or were administratively removed (see next slide).

Miami-Dade County Test & Treat/Rapid Access Data - Reasons for Removal

Forty-seven (47) people with HIV were initially enrolled in TTRA, but were administratively removed or declined to continue participation, including:

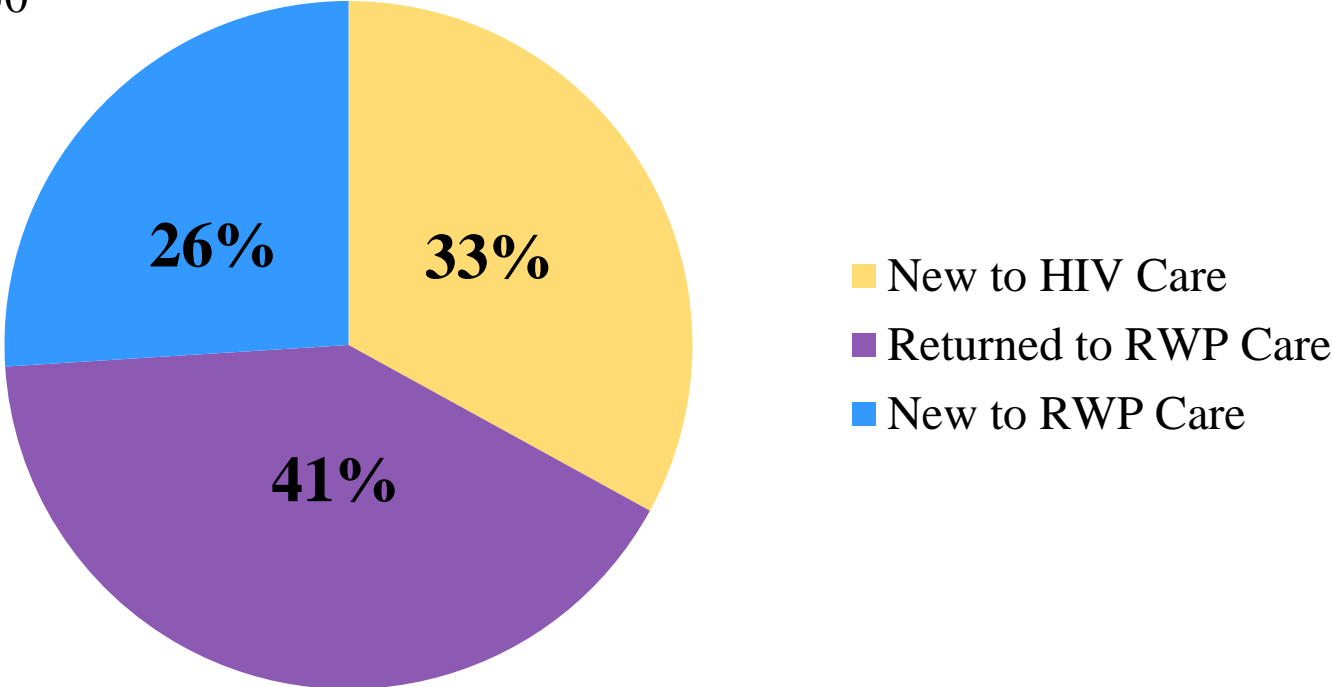
- 20 had entered TTRA inappropriately, since they were already in RWP care, had existing prescriptions or medications from previous treatment, or were existing RWP clients who wanted to change primary providers.
- 19 refused to continue with TTRA, no reason given, or stated that they were not ready to start HIV/AIDS treatment immediately;
- Four were referred to General Revenue for non-TTRA formulary/protocol medications;
- Two had insurance, and used that resource rather than the RWP;
- One was determined to be ineligible for treatment by the RWP; and
- One requested counseling before starting ARVs.

Definitions of the TTRA Clients in this Analysis

- **New to HIV Care:** completely new HIV/AIDS diagnosis, client never in care before.
- **New to RWP Care:** previously diagnosed HIV positive, but had never received services from the Miami-Dade County Ryan White Part A/MAI Program (RWP).
- **Returned to RWP Care:** previously in local RWP care, had been lost to RWP care for some period of time, and are now returning to care through TTRA.
 - *Note: the “lost to care” timeframe is not specified. Clients may be considered lost to care if they had missed multiple medical appointments in a row or had been off medications for a few months. This category is not used for clients who are already adherent to RWP care and simply do not wish to wait for a regularly-scheduled appointment.*

Distribution of PLWH Entering TTRA*

n = 850



*Some clients were not categorized

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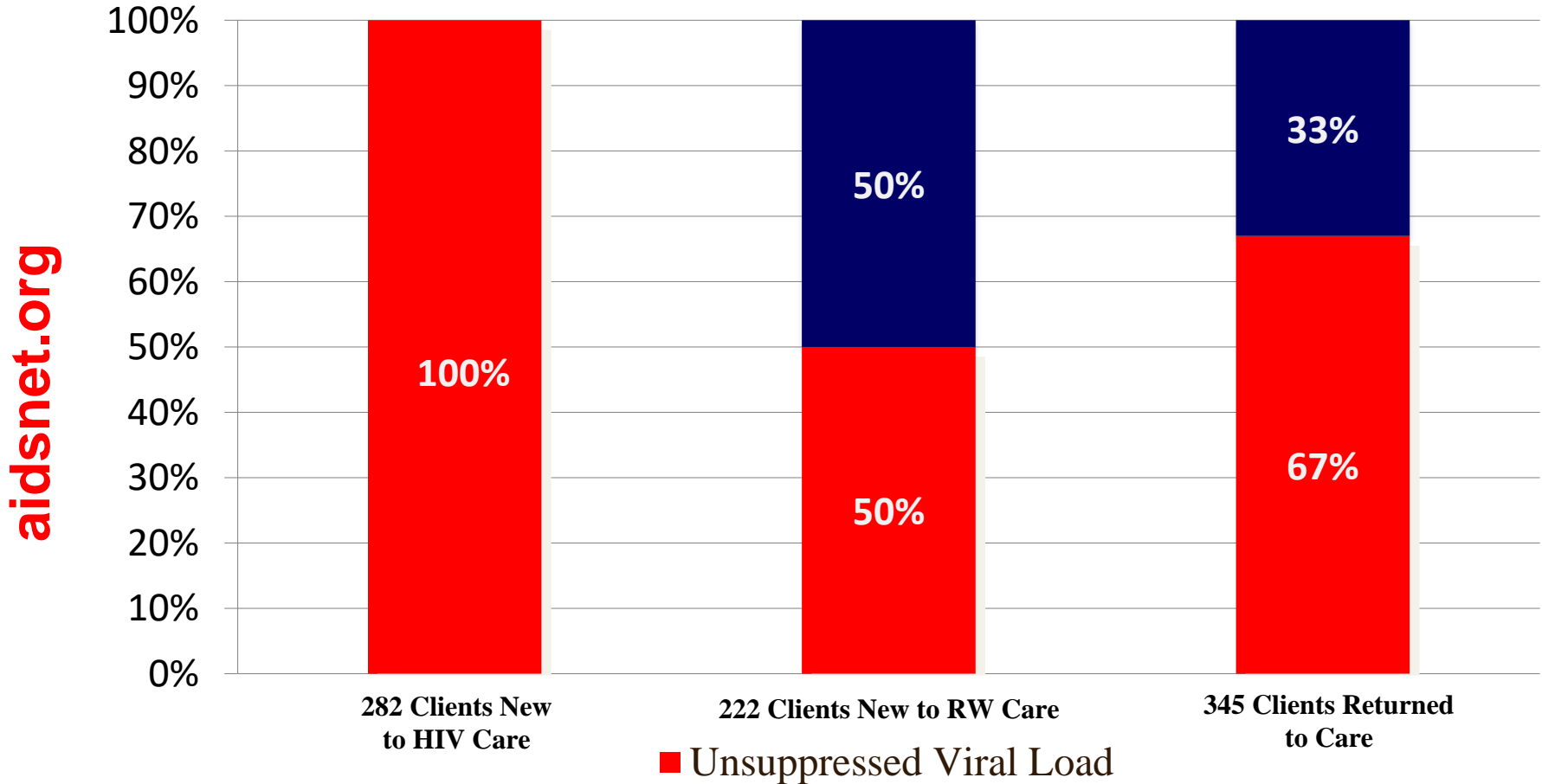
Viral Load of Clients at TTRA Enrollment

- **New to HIV Care:** 282 of the 850 clients tested and enrolled in TTRA (33%) were newly-diagnosed (treatment-naïve). Of these, **100% were virally unsuppressed** at the time of their first viral load lab test upon enrollment.
- **New to RWP Care:** 222 of the 850 clients entering through TTRA were previously diagnosed and may have previously been in treatment, but had not received services through the RWP (26%). Of these, **50% were virally unsuppressed** at the time of their first viral load lab test upon enrollment.
- **Returned to RWP Care:** 345 of the 850 were local RWP clients who had been lost to care (41%). Of these, **67% were virally unsuppressed** when they were re-engaged through TTRA. Four months after their enrollment in TTRA, 59% were reportedly virally suppressed.

Note: One client of the 850 served was not categorized.

% Unsuppressed Viral Loads At TTRA Baseline

Note: This slide, n=849; 1 client not categorized.



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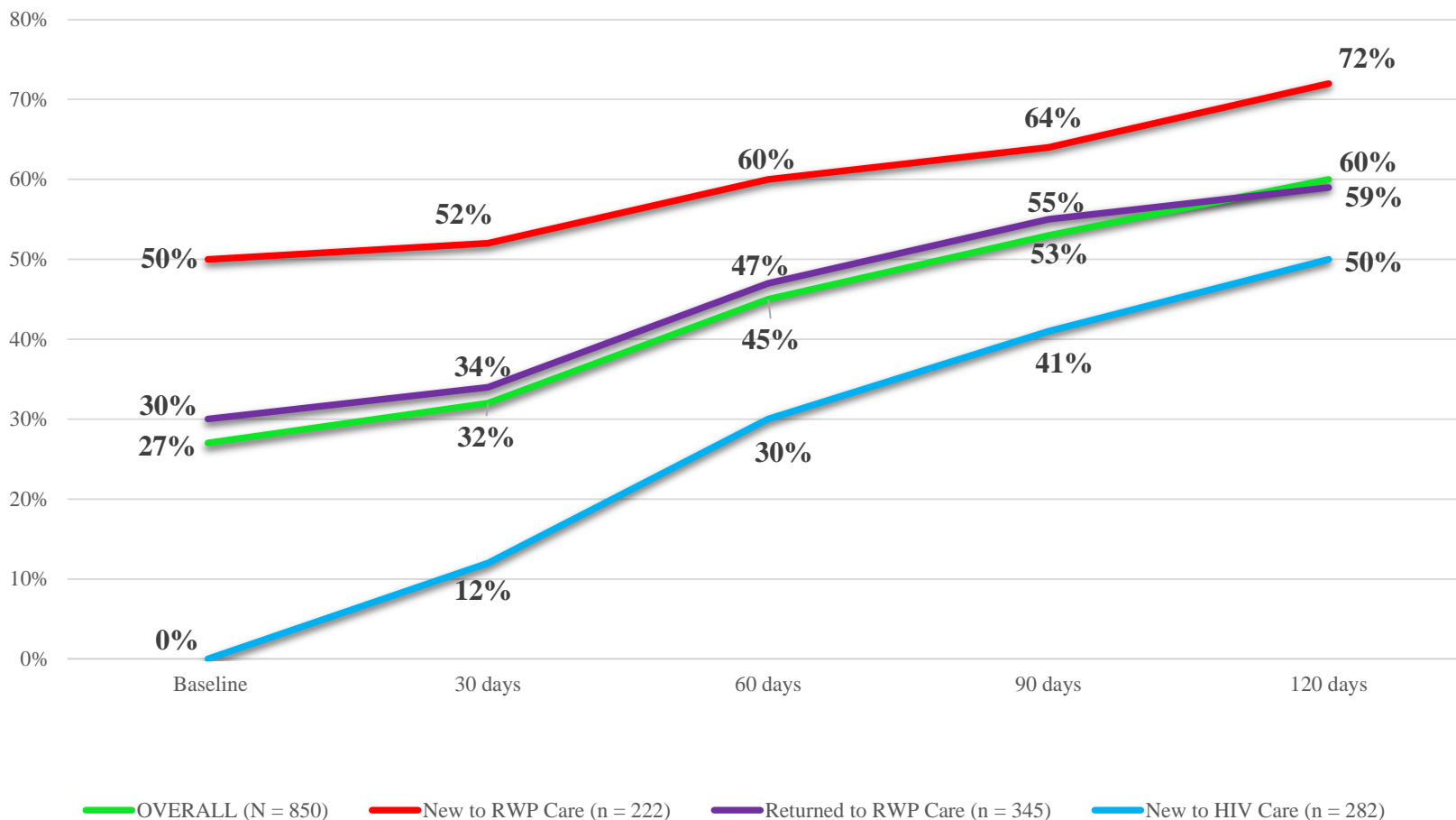
Immediate Treatment With ART Produces Rapid Viral Load (VL) Suppression

(see graph on next slide)

- Among the 282 clients who were **New to HIV Care**, the percentage of clients with suppressed VL increased from 0% at baseline to **12% within one month of beginning the TTRA protocol** (*see chart on following slide*). By 90 days after initiation of ARVs under the TTRA protocol, 41% of these clients showed suppressed VL.
- Among the 222 clients who were previously diagnosed but were **New to RWP Care**, the percentage of clients with suppressed VL rose from 50% at baseline to **52% within one month** (4% increase), and rose to 64% at 90 days.
- Among the 345 clients who were **Returned To RWP Care**, the percentage with suppressed VL increased from 30% at baseline to **34% within one month of beginning the TTRA protocol**, a relative increase of 13%. By 90 days after initiation of ARVs under the TTRA protocol, 55% of these clients showed suppressed VL.

Viral Load Suppression Across Time After Date of First TTRA Prescription (7/1/18-10/18/19)

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TTRA Impact on Client Health

- The following three elements of the TTRA process in Miami-Dade County have a demonstrated immediate impact on client health:
 1. Diagnosis with an immediate path to medical care;
 2. Medical care with an immediate path to ARV medication;
 3. ARV medication with an immediate path to viral load suppression.
- Especially among the newly-diagnosed, the sooner the clients are placed on ART, the sooner viral loads are suppressed and the greater the number of clients who are unable to transmit HIV to others.

TTRA Impact on Client Health (continued)

“The probability of a transmitted mutation impacting negatively on a first current regimen success is low, and if identified early through genotyping has relatively low probability of affecting a second regimen choice.”

-- Michael A. Kolber, Ph.D., M.D.

Professor of Medicine; Vice Chair for Clinical Affairs,
Department of Medicine; Director, Comprehensive
AIDS Program; Director, Adult HIV
Services, Department of Medicine
University of Miami Miller School of Medicine

- To date, there has been no evidence of harm to a treatment-naïve PLWHA when a client who is started on a **recommended regimen for rapid initiation** is switched to another regimen due to tolerance, simplification or genotypic concerns within 30-60 days.

Appendix:

The Test & Treat/Rapid Access Protocol

Test & Treat/Rapid Access Protocol

- Conduct abbreviated, first medical visit with focus on treating the client's HIV within 3 days of TTRA enrollment date; preferably same day, but not more than 7 days later; using CPT codes 99201, 99202, 99203, or 99204 (for new patients) or 99211, 99212, 99213, or 99214 (for established patients; i.e., those served in same medical group within the past 3 years)
 - *NOTE: Part A/MAI services to TTRA clients with a preliminary positive test result who are ultimately determined to be HIV negative will need to be disallowed from Part A/MAI reimbursement.*
- Order **appropriate, initial labs (see slides #21 & 22)**

Test & Treat/Rapid Access Protocol (continued)

- Prescribe ART within 3 days of TTRA enrollment date, preferably same day, but not more than 7 days later
 - Available medications for TTRA*
 - Biktarvy[®], or
 - Dovato[®] (if considering this ART, see next page), or
 - Tivicay[®] + Descovy[®], or
 - Prezcofix[®] + Descovy[®]; and see slide 19

**ART changes effective November 1, 2019. To prescribe another ARV medication, please use the General Revenue Short-Term Medication Assistance referral process.*

Test & Treat/Rapid Access Protocol (cont'd)

- **If considering Dovato®, note:**
 - ✓ if used in naïve or switch scenarios, patients should not be started or continued on Dovato® if there are baseline or past resistance mutations identified to its individual components;
 - ✓ the Dovato® clinical trials were performed on patients with baseline HIV VL less than 500,000 copies. Based on ViiV Healthcare summary data on clinical trial participants that entered the study with a VL greater than 500,000, although the numbers are small, the patients did quite well. In patients started on or switched to Dovato® with greater than 500,000 HIV VL, strict adherence to assessments of VL should be done every 8 weeks until the patient is consistently undetectable; and

Test & Treat/Rapid Access Protocol (cont'd)

- **If considering Dovato®: (continued)**
 - ✓ Hepatitis B surface antigen negative status must be verified before Dovato® start was a requirement of the clinical trials. Hepatitis Panel results are usually available in less than one week. Therefore, it is appropriate to initiate Dovato® in a TTRA scenario; and, if a patient results a positive Hepatitis B surface antigen, make an immediate regimen change to appropriately treat their chronic active hepatitis B status. In the early days of lamivudine use, Hepatitis B resistance developed after months of monotherapy use and waiting a week, or even two weeks; should not be a high risk for causing resistance to develop. This regimen added to TTRA requires the practitioner to be responsible in addressing this risk by assessing lab results in a timely fashion.

Test & Treat/Rapid Access Protocol (cont'd)

- ARV regimen for women of childbearing potential (or for women presenting with pregnancy potential on inadequate contraception):

❖ Truvada®

❖ Isentress®

❖ Prezista® + Norvir®

Test & Treat/Rapid Access Protocol (cont'd)

- ART picked up at pharmacy by client and treatment starts, within 7 days of TTRA enrollment, preferably same day as initial medical visit or next day
- Client coordinates with medical case management staff to establish eligibility for RWP Part A and ADAP as soon as possible, preferably within 14 days of initial TTRA enrollment
 - Timely ADAP enrollment is critical to ensure on-going access to ART;
 - Timely Part A enrollment is necessary for access to on-going medical care and other core medical and support services.
- Schedule additional follow-up medical visits, labs and diagnostics, as needed, AFTER Part A/MAI program eligibility and on-going payer source is determined

Allowable Lab Tests Under TTRA

- HIV 1,2 Ag/Ab, preferred (CPT 87389), if HIV diagnosis is not confirmed
- Complete Blood Count (CPT 85025 or 85027)
- Comprehensive Metabolic Panel (ALT, AST, creatinine [eGFR] (CPT 80053),
- CD4 count (CPT 86360 or 86361),
- HIV-1 RNA PCR (viral load) (CPT 87536),
- HIV-1 genotype resistance tests (CPT 87900, 87901, and 87906),
- Hepatitis B surface antigen (if indicated; CPT 87340),
 - Also recommended: HBsAg (87340; 87341); HBsAb (86706 qualitative; and 86317 quantitative); HBcAb total (86704), and HBcAb IgM antibody (86705)
 - Note: if HBV vaccine verified, do not need to order HBsAG
- urinalysis (CPT 81000, 81001, and 81003),
- pregnancy test (if indicated, CPT 81025)
- NOTE: CPT code 36415 (collection of venous blood by venipuncture) is also an allowable procedure under TTRA.

Possible Additional Labs under TTRA

Order the following labs under TTRA, ONLY IF the client is symptomatic or Part A eligibility has been confirmed:

- RPR (rapid plasma reagin) test for syphilis [CPT 86592 qualitative; or 86593 quantitative and 86780 (qualitative or semiquantitative immunoassay)]
- Gonorrhea (CPT 87590 – 87592; and 87850)
- Chlamydia (CPT 87486 or 87491 NAAT; 87485 or 87490 DNA probe)

References

- Berger, M. E., Sullivan, K. A., Parnell, H. E., Keller, J., Pollard, A., Cox, M. E., Clymore, J. M., & Quinlivan, E. B. (2015). Barriers and facilitators to retaining and reengaging HIV clients in care: A case study of North Carolina. *Journal of the International Association of Providers of AIDS Care (JIAPAC)*, 15(6), 486-493.
- Crowley, J. S., & Bland, S. E. (2018). *Leveraging the Ryan White Program to make rapid start of HIV therapy standard practice*. Washington D.C.: O'Neill Institute for National and Global Health Law.
- World Health Organization (WHO). (2019). *HIV/AIDS: Treatment and care*. [web page]. Retrieved February 27, 2019 at <https://www.who.int/hiv/topics/treatment/en/>.

TTRA Champions in Miami-Dade County

Part A Subrecipients:

- AIDS Healthcare Foundation
- Borinquen Health Care Center
- Care Resource Community Health Centers
- Citrus Health Network
- Community Health of South Florida
- Empower U Community Health Center
- Jessie Trice Community Health System
- Miami Beach Community Health Center
- Public Health Trust/Jackson Health System
- University of Miami

Other Stakeholders:

- Florida Department of Health (in Tallahassee and in Miami-Dade County)
- Miami-Dade County Office of Management & Budget (Part A/MAI Recipient)
- Miami-Dade HIV/AIDS Partnership (local HIV/AIDS planning council)

Questions? Please contact:

- **Clinical:**
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Medical Director, HIV/AIDS Section
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850-519-3734 Cell (preferred)
Jeff.Beal@flhealth.gov
- **Part A Process: Access to Part A, incl. medical visit, labs & mental health services:**
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Miami-Dade County
Ryan White Part A Program
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- **FDOH Process – Access to HIV testing and medications:**
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