

AMENDMENT NO. _

to

UNIT OF SERVICE

AGREEMENT

Between

BROWARD COUNTY

and

for

Contract Number _____

_____ AMENDMENT
to
AGREEMENT # _____

between
BROWARD COUNTY
and

_____ for
RYAN WHITE PART A FUNDING FY _____

This is the _____ Amendment (“Amendment“) to the FY____, Unit of Service Agreement by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as “COUNTY,”

and
_____, an active non-profit Corporation, hereinafter referred to as “PROVIDER.”

WHEREAS, the parties entered into the Agreement for the provision of HIV services on _____ (“Agreement“); and

WHEREAS, the Agreement has been amended ___times **[Insert dates of Amendments]** (hereinafter, collectively the “Agreement“); and

WHEREAS, Resolution # 2011- 047 extended certain contracts on a month to month basis until May 31, 2011;

WHEREAS, the County desires to further extend the term of the Agreement on a monthly basis, for up to four months, commencing June 1, 2011; and

WHEREAS, the County fiscal year for funding of Ryan White Part A funded services does not coincide with the County fiscal year; and

WHEREAS, Ryan White funding for Fiscal Year 2011 is to be awarded from March 1, 2011 to February 29, 2012; and

WHEREAS, the County received a Partial Notice of Grant Award from the United States Department of Health and Human Services’ Health Resources and Services

Administration (HRSA) in the amount of \$ \$5,594,808 representing partial funding for FY 2011 funding; and

WHEREAS, the funding reflected for the extended period will be based on FY 2011-12 funding; and

WHEREAS, in order to continue to provide Ryan White Part A services, County is extending the term of the Agreement on a monthly basis until the earlier of four months from June 1, 2011 or until the full Notice of Grant Award is received from HRSA ; and

WHEREAS, payments pursuant to this amendment will not be made to PROVIDERS until the full Notice of Award is received from HRSA however, PROVIDERS will still agree to continue to provide services; and

WHEREAS, all provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Agreement; and

WHEREAS, the parties acknowledge that this Amendment affects the current contract year only and will not impact future years funding; and

WHEREAS, the parties desire to amend Article 4, Funding and Method of Payment, Section 4.1; and

WHEREAS, the parties desire to replace Exhibit D, Scope of Service with an amended Exhibit D, Scope of Service.

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and PROVIDER agree to amend the Agreement as follows:

1. Article 2, Term or Agreement, Section 2.1 of the Agreement is hereby amended to as follows:

The term of this Agreement shall be from [insert original date on contract], through [insert original date on contract] ("Initial Term"). This Agreement may be renewed for additional periods not to exceed one year period each (each individually referred to as an "Option Period"); however, the Option Periods may not exceed two years cumulatively, at the sole option of COUNTY's Contract Administrator. The term of the Agreement is hereby extended on a monthly basis, commencing ~~March 1, 2011~~ June 1, 2011 (the Extended Term). During the Extended Term, the Contract Administrator may extend the term of the Agreement on a monthly basis for up to four months, by written notice to the PROVIDER prior

to the expiration of the preceding term of the Agreement. When exercising the option to renew or extend the Contract Administrator reserves the right to renew or extend, or not to renew or extend an individual service category within this Agreement. County reserves the right to rescind any or all offers to renew programs if PROVIDER chooses not to renew any program. If PROVIDER has executed renewals for any program and has chosen not to renew any program COUNTY may terminate for convenience all programs. The Initial Term, Extended Term and all Option Periods shall be collectively referred to as "Agreement Term." The service categories listed in Article 4, Section 4.1 may be renewed into other agreements. However, this Agreement and any and all service categories may be terminated in accordance with the provisions contained in Article 7, "TERMINATION OF AGREEMENT."

2. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
3. Exhibit D, Scope of Services is hereby amended by replacing the existing Exhibit "D" Scope of Services Program code ____ with the amended Exhibit "D" Scope of Services Program code ____ attached hereto and incorporated herein.
4. Except as provided for this Amendment, all remaining terms and conditions of the Agreement not inconsistent herewith remain in full force and effect.
5. This Amendment may be executed by all parties in multiple copies, each of which bearing original signatures, shall have the force and effect of an original document.

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EIGHTH AMENDMENT TO THE UNIT OF SERVICE AGREEMENT BETWEEN BROWARD COUNTY AND COMMUNITY AIDS RESOURCE, INC. D/B/A CARE RESOURCE, INC. FOR RYAN WHITE PART A FUNDING, FY 2011.

IN WITNESS WHEREOF, the parties hereto have made and executed this Unit of Service Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Board action on the 22nd day of February, 2011 and PROVIDER, signing by and through its CEO/Executive Director duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
County Administrator

Print Name

_____ day of _____, 20____

Signature

Print Name

Approved as to form by
Office of County Attorney
Broward County Florida
JONI ARMSTRONG COFFEY,
County Attorney
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Nancy Rubin
Assistant County Attorney

_____ (Date)

_____ AMENDMENT TO THE UNIT OF SERVICE AGREEMENT BETWEEN
BROWARD COUNTY AND _____ FOR RYAN WHITE PART A FUNDING,
FY _____

PROVIDER

WITNESSES:

Signature

Print Name

Signature

Print Name

By _____
(Authorized signature)

(Print name and Title of Authorized signature)

____ day of _____, 20__.

ATTEST BY:

Secretary