



**AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH BROWARD HOSPITAL DISTRICT
FOR RYAN WHITE DISEASE CASE MANAGEMENT**

Agreement Number: 14-CP-HCS-8312-RW

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and South Broward Hospital District, a special taxing district ("SBHD"). County and SBHD are collectively referred to as the "Parties."

WHEREAS, this Agreement will enable SBHD to provide services that would not otherwise be funded by another public funding source; and

WHEREAS, funding given to SBHD has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - The Agreement includes Articles 1 through 15 inclusive, the "Whereas" clauses recited above, and all exhibits, addenda, and attachments that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Clients** - Individuals served under this Agreement as described in Exhibit D-1, "Scope of Services."
- 1.4 **Contract Administrator** - The Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Agreement, as specified in Exhibit A, "Agreement Specifications." The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.
- 1.5 **Contract Manager** - The Human Services Department division staff person who coordinates and communicates with SBHD and who manages and supervises execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. The Parties may also rely on the instructions or determinations made by the Contract Manager in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.
- 1.6 **County Attorney** - The chief legal counsel for County appointed by the Board.
- 1.7 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.8 **HSD** - The Broward County Human Services Department.
- 1.9 **HSSS** - The Human Services Software System. The Client Services Management System and/or any other participant information collection and data exchange system(s) designated by County.
- 1.10 **Initial Term** - The initial contracted period as specified in Exhibit A, "Agreement Specifications."

- 1.11 **Option Period** - A contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, "Agreement Specifications."
- 1.12 **Program** - The services described in Article 3 and in Exhibit D-1 of this Agreement.
- 1.13 **Provider Handbook** - County's Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as same may be amended from time to time by County, which Handbook is incorporated herein by reference.
- 1.14 **Repository** - County's Human Services Department Repository, under the Office of Evaluation and Planning. The Repository address is identified in the Provider Handbook.

ARTICLE 2. TERM OF AGREEMENT

- 2.1 **TERM**: The term of this Agreement shall begin and end on the dates ("Agreement Term") specified in Exhibit A, "Agreement Specifications." This Agreement may be renewed by the County's Contract Administrator for up to two (2) additional one-year Option Periods, as specified in Exhibit A. The Contract Administrator shall notify SBHD of renewal, in writing, no less than five (5) business days prior to the expiration of the then-current term of this Agreement.
- 2.2 **CONTINUITY OF SERVICES**: In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available, and it would result in a gap in the provision of services under this Agreement, then upon approval of funds by the Board, the term of this Agreement may be extended by the HSD Director or Deputy Director and SBHD, via a Work Authorization, for a period not to exceed six (6) months.
- 2.3 County's decision to exercise either Option Period shall be contingent upon, but not limited to, the following:
- A. Continued demonstrated and documented need for the services or priority area of funding;
 - B. Satisfactory contract compliance, program performance, and utilization by SBHD, as determined by the Contract Administrator;
 - C. Demonstrated financial stability by SBHD;
 - D. The availability of funds from County in accordance with Chapter 129, Florida Statutes, as amended; and
 - E. Appropriation of funds by the Board.

The Contract Administrator, in his or her sole discretion, shall determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

- 2.4 This Agreement may be terminated in accordance with the provisions contained in the "TERMINATION" section herein.

ARTICLE 3. SCOPE OF SERVICES

- 3.1 SBHD shall provide the services set forth in each Exhibit D-1, "Scope of Services," and further detailed in the applicable Work Authorization(s), incorporated by reference, for each service category funded by this Agreement, and shall meet the outcomes set forth in Exhibit D-2 and applicable Work Authorization(s). The Scope of Services is a description of SBHD's obligations and responsibilities and is

deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by SBHD impractical, illogical, or unconscionable.

3.2 If applicable, SBHD shall notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Exhibit D-1 or applicable Work Authorization no less than thirty (30) calendar days prior to such change in accordance with the "NOTICES" section of this Agreement. No such opening, closing, or relocation shall occur without County's prior written consent, which consent shall not be unreasonably withheld.

3.3 Organizational Profile: The Organizational Profile for SBHD is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education, and human services planning in Broward County. It is used for collecting data for countywide resource inventory. This Profile is due from SBHD upon oral or written request by the Contract Administrator.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT

4.1 MAXIMUM FUNDING: County will pay SBHD an amount not to exceed the amount specified in Exhibit A, "Agreement Specifications," for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by SBHD as full compensation for all such work. SBHD acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate SBHD for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon SBHD's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to SBHD to reimburse its expenses, unless otherwise provided herein.

County funding under this Agreement relates exclusively to the Initial Term and County is not obligated to fund SBHD beyond the Initial Term. In the event that the Contract Administrator exercises either Option Period under this Agreement, or in the event this Agreement is extended pursuant to Article 2, the maximum amount payable by County shall not exceed the amount specified for each period in Exhibit A, except as provided in Section 4.3, "MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS," herein.

4.2 REDUCTION OF FUNDS: In the event of SBHD's underutilization of funds, the Contract Administrator has the authority, at any time, to reduce the maximum funding allocated under this Agreement. Such adjustments shall be made via a Work Authorization(s), which shall be signed by the HSD Director or Deputy Director and SBHD. The Work Authorization(s) shall include corresponding revisions to the maximum units of service and minimum number of clients served.

4.3 MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS: In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum funding under this Agreement up to ten percent (10%) of the Agreement amount for any fiscal year of County, except as provided in Section 15.23, EMERGENCY CONDITIONS. Such adjustments shall be made via Work Authorization(s), which shall be signed by the HSD Director or Deputy Director and SBHD.

The Contract Administrator has the authority to adjust the maximum funding allocated to any particular program or service category funded under this Agreement and payment schedules throughout any term of the Agreement. Such adjustments may be made in writing and signed by the Contract Administrator on behalf of County, notifying SBHD of each adjustment, including corresponding revisions to the maximum units of service, at least ten (10) calendar days prior to the effective date for mid-term adjustments, or at the time of written notification of renewal pursuant to Article 2 of this Agreement.

Adjustments to maximum renewable funding and corresponding adjustments to the number of units and clients served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Work Authorization(s) signed by the HSD Director or Deputy Director and SBHD or may be made in writing and signed by the Contract Administrator at the time of written notification of renewal pursuant to Article 2 of this Agreement, provided that any adjustment to increase funding is limited to changes of ten percent (10%) or less.

4.4 WORK AUTHORIZATIONS: The Contract Administrator is authorized to increase or decrease the maximum funding allocated to SBHD in the Agreement to maximize expenditure of County funds as expressed herein. Such adjustments shall be made by the HSD Director or Deputy Director in writing in accordance with this subsection.

4.4.1 Any Work Authorization(s) for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD Director or Deputy Director and SBHD, using a standard Work Authorization in the form attached hereto as Exhibit F.

4.4.2 Any Work Authorization(s) increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD Director or Deputy Director and SBHD after the Board has approved the funding increase and has conferred such authority upon the HSD Director or Deputy Director.

4.4.3 All Work Authorizations issued by the Contract Administrator shall contain, at a minimum, the following information and requirements:

4.4.3.1 A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served) and a reference to this Agreement pursuant to which the adjustment is authorized.

4.4.3.2 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

4.4.3.3 Work Authorizations shall be dated, sequentially numbered, and signed by both Parties.

4.5 METHOD OF PAYMENT: County will pay SBHD for units of service actually delivered, invoiced, and documented as specified in Exhibit D-1, "Scope of Services," and in any applicable Work Authorization(s), on a monthly billing basis, subject to the provisions in this Article. The total number of units of service to be billed during each term of this Agreement shall not exceed the units specified in Exhibit D-1 and any applicable Work Authorization(s).

4.5.1 Required Match: County will reimburse for only nine (9) out of ten (10) units actually delivered, invoiced, and documented at the unit price specified in Exhibit D-1, unless otherwise indicated in Exhibit A, "Agreement Specifications," or in any applicable Work Authorization. The tenth (10th) unit shall meet SBHD's match requirement.

4.5.2 Client Co-payment for Services: In the event Client co-payments are required as indicated in Exhibit A, SBHD shall assess income and implement co-payments pursuant to the Co-pay Schedule found in the Provider Handbook.

4.5.3 Performance: County will reduce payment by three percent (3%) for services performed under this Agreement in the third (3rd) month of any quarter in which SBHD's performance for one (1) or more Outcomes was more than five percent (5%) below the contracted goal. The reduction shall be applied to payments for the Program(s) in which the indicator(s) was not met. The

reduction shall be applied to the net payment amount for the month, after calculation of the required match, but before any disallowed units or repayments from any other month(s) are applied. In the event that County finds that SBHD's Outcome Report(s) contains incorrect information, County may apply this reduction retroactively at the sole discretion of County's Contract Administrator.

4.5.4 Invoice Requirements and Due Dates:

4.5.4.1 An original invoice plus one (1) complete copy with supporting documentation are due monthly from SBHD on or before the date specified in Exhibit E, "Required Reports and Submission Dates." In the event the due date falls on a weekend or County holiday, the invoice, supporting documentation, and complete copy are due on the next business day.

A. Acceptable supporting documentation as described in this section shall be in the form of a report provided through County's designated HSSS, or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes.

B. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. SBHD shall reimburse County, as described in Section 4.5.4.2, for any units that do not comply with this requirement and were previously billed and paid during any term of the Agreement.

C. The Contract Administrator may authorize manual billing if SBHD lacks access to such designated system through no fault of SBHD, as determined by the Contract Administrator in his or her sole discretion.

D. Where the unit rate is an hourly rate, County will pay for full fifteen (15) minute increments, unless otherwise provided herein, at the rate of one-quarter (1/4) of the applicable unit rate, so long as SBHD has provided the unit of service as defined in Exhibit D-1.

4.5.4.2 Corrected Invoices:

A. In the event that SBHD determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, SBHD shall include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one time for any month in which services were rendered and must be received by County no later than ninety (90) days following the date the invoice being corrected was originally due to County, or forty-five (45) days after the end of the Agreement term, whichever is earlier. SBHD must resubmit the original supporting documentation and submit the revised supporting documentation, along with a completed "Required Services Documentation" form as provided in the Provider Handbook, for each month in the period of previous incorrect billing, unless the Contract Administrator has, in writing, provided alternate documentation requirements. The invoice, which includes the corrections, must be accompanied by a cover letter signed by SBHD's authorized signator

summarizing the corrections, explaining the reason for the error, and detailing the actions SBHD is taking to prevent recurrence of the error(s).

B. In the event that County determines that SBHD has previously incorrectly billed and been reimbursed for a period within the current contract year, SBHD shall include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the contract term in which the overpayment occurred SBHD shall issue a check to County as repayment.

4.5.4.3 To be deemed proper as defined by the Florida Prompt Payment Act, invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms prescribed by County in the Provider Handbook, or through the communication system as provided through County's HSSS, or as otherwise agreed to in writing by the HSD Director or Deputy Director. County will pay SBHD within thirty (30) calendar days of receipt of SBHD's properly submitted invoice in accordance with the provisions of County's Prompt Payment Ordinance Section 1-51.6, Broward County Code of Ordinances. Further, County may deduct from any outstanding invoice any monies due from SBHD because of a situation where County identifies money due from SBHD to County pursuant to this Agreement.

4.5.4.4 Invoices and/or documentation returned to SBHD for corrections shall not be considered as submitted and shall be cause for delay in issuance of payment by County without the accrual of interest on any payments owed by County to SBHD. SBHD shall sign and date any revised invoice(s). Submission of accurate, timely documentation and other requested information as required by County shall be considered a factor in evaluating future funding requests.

4.5.4.5 The certification statement on the monthly invoice submitted by SBHD shall be signed by an authorized person as referenced in Exhibit B-1, "Authorized Invoice Signators." Should it become necessary for SBHD to replace signators, a notarized copy of the authorizing resolution as passed by SBHD's Board of Directors or Trustees, authorizing legislation, or equivalent shall be submitted to the Contract Administrator, along with replacement Exhibit B-1 and/or Exhibit B-2, within ten (10) days following replacement of the signators.

4.5.5 If SBHD has been authorized in accordance with the "SUBCONTRACTING" article of this Agreement to use subcontractors, or if SBHD uses any suppliers of materials for the provision of the required services herein, SBHD shall submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached hereto as Exhibit C. In instances wherein payment has not been made to the approved subcontractor(s) or the supplier(s), the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.6 SUSPENSION OF PAYMENT: County, through its Contract Administrator, in his or her sole discretion, may in writing suspend payments to SBHD if SBHD does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of said reports and plans. Express identification of certain terms herein as material shall not be construed to mean that other terms herein are not material. Suspension of payment by County may last through the duration of noncompliance by

SBHD as determined solely by the Contract Administrator, and any suspended payments shall not be subject to the payment of interest by County.

4.7 PAYER OF LAST RESORT: SBHD represents to County that no other reimbursement or payment is available or will be received by SBHD for any services invoiced to County, and County has relied upon that representation. SBHD shall assure that funding under this Agreement will not supplant any existing programs and resources and is used as funding of last resort. This Agreement specifically excludes services eligible to be covered by Medicaid, Medicare, or other third party funding source (collectively referred to as "Third Party Payment"). SBHD shall bill and pursue collection of any and all available Third Party Payments and Client payments for services rendered under this Agreement prior to billing County for any such services.

4.7.1 In the event County pays SBHD for a service to a Client who was not eligible for Third Party Payment at the time of billing but later becomes eligible for Third Party Payments ("Third Party Certified"), and SBHD receives Third Party Payment for the same unit of service, then SBHD shall deduct the amount paid by County ("County Payment") on its next invoice immediately following receipt of such Third Party Payment. If SBHD has not submitted an invoice or has submitted a final invoice to County under this Agreement, SBHD shall reimburse County in the amount of the County Payment within thirty (30) calendar days of SBHD's receipt of the Third Party Payment.

A. SBHD shall note in the Client's file the date upon which a Client became Third Party Certified.

B. SBHD shall keep accurate and complete records of all Third Party Payments, any fee collected, reimbursement, or compensation of any kind, including in-kind compensation received from any Client, for any service covered by this Agreement, and shall make all such records available to County upon demand.

C. SBHD shall report such Third Party Payments by deducting the full amount of such Third Party Payment from SBHD's invoices within thirty (30) calendar days of SBHD's receipt of the Third Party Payment.

4.8 EQUIPMENT PURCHASES: All equipment purchased pursuant to this Agreement shall be reported to County on the invoice, with documentation attached to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator), listing in detail the kind and type, serial number, cost, and any other data the Contract Administrator or Contract Manager so designates. No equipment shall be disposed of without the HSD Director's or Deputy Director's prior written approval. In the event of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, insolvency of SBHD, or the expiration or earlier termination of this Agreement, with or without cause, the title and ownership of all existing property acquired with funds from this Agreement shall immediately and automatically be vested in County in the name of "Broward County" as Grantor. Any existing property vesting in County shall be delivered to the Contract Administrator by SBHD at the place designated in a written request by the Contract Administrator within ten (10) calendar days from the written request. It is SBHD's sole responsibility to immediately notify the Contract Administrator in writing of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, or the insolvency of SBHD.

4.9 All payments shall be made solely in the name of SBHD as the official payee. The name, address, and telephone number of the official payee to whom payment shall be made for SBHD is specified in Exhibit A, "Agreement Specifications." SBHD may change any of the information provided under this section by providing written notice of such change to the Contract Administrator using the notice procedure under the "NOTICES" section of this Agreement. It is SBHD's sole responsibility to advise the

Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) calendar days of such change.

4.10 As a condition of funding under this Agreement, SBHD acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of the Agreement. If SBHD exhausts County's funds under this Agreement prior to the end of any term of this Agreement, SBHD is obligated to provide the same level of service(s) to Client(s) as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)

SBHD shall comply with the HSSS requirements outlined in the Provider Handbook, incorporated herein and made a part hereof.

ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS

SBHD shall comply with the Monitoring, Records, and Reporting requirements outlined in the Provider Handbook.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved Party identifying the breach. Termination for cause by County shall be by action of the Board with written notice provided to SBHD by the HSD Director or Deputy Director, which termination date shall be the date stated in the written notice but not less than thirty (30) days after the date of such written notice. Termination for cause by SBHD shall be effective not less than thirty (30) days after notice of termination is received by County. This Agreement may also be terminated for convenience by the Board. The HSD Director or Deputy Director may also terminate this Agreement for convenience when SBHD closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determine that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, SBHD's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if SBHD is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if SBHD provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County

Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice through the Contract Administrator that shall be promptly confirmed in writing by the HSD Director or Deputy Director in accordance with the "NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by County, SBHD shall be paid for any services performed under the Agreement through the termination date specified in the written notice of termination. SBHD acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by SBHD, as specific consideration to SBHD, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due SBHD may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, pursuant to the "RIGHTS IN DOCUMENTS AND WORK" provision of this Agreement.

7.6 This Agreement may also be terminated in accordance with the "EEO AND CBE COMPLIANCE" section of this Agreement using the "NOTICES" procedures herein.

ARTICLE 8. SUBCONTRACTING

8.1 SBHD engages in subcontracting if SBHD engages via formal agreement or any other mechanism, a third party, including, but not limited to, individuals, partnerships, corporations, or any other type of entity, to perform the services, in whole or in part, required by this Agreement. Services provided by third parties, other than SBHD's own employees, officers, and volunteers, will be deemed subcontracted.

8.2 SBHD may not subcontract services as defined in Section 8.1 or enter into an Employee Leasing agreement without the prior written approval of the Contract Administrator. Such approval is within the sole discretion of the HSD Director or Deputy Director.

8.3 The Contract Administrator's written approval referenced in this Article shall be limited to SBHD's approval to enter a sub-contractual relationship with a third party and shall not be deemed an approval of any subcontracting document(s) between SBHD and its subcontractor(s).

8.4 Services provided by SBHD's subcontractors shall be subject to supervision by SBHD or subcontractor. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under this Agreement shall be the responsibility of SBHD or its subcontractor.

8.5 The delivery of services through subcontractors shall not in any way relieve SBHD of full responsibility for all requirements, provisions, and terms of this Agreement.

8.6 SBHD shall, by written contract, require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. SBHD shall likewise require its subcontractors to agree to the requirements and obligations of this article.

8.7 SBHD shall pay its subcontractors, and any suppliers of materials for the provision of the services required pursuant to this Agreement, prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless SBHD documents any dispute on Exhibit C, "Certification of Payments to Subcontractors and Suppliers," and submits such exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

SBHD acknowledges that nonpayment of a subcontractor or supplier as required herein shall be a material breach of this Agreement and that County may, at its option and in accordance with Article 4 of this Agreement, suspend payments until SBHD demonstrates timely payment of sums due to such subcontractors or suppliers. SBHD acknowledges that the presence of a "pay when paid" provision in a subcontract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when SBHD demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier; however, County shall not pay SBHD for any amounts that have not yet been paid by SBHD to its subcontractors or suppliers.

8.8 SBHD shall reimburse County for all funds not used in compliance with this Agreement by SBHD and its subcontractors.

ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

9.1 FINANCIAL STATEMENTS. SBHD shall provide one (1) copy of SBHD's audited financial statements and any management letter(s) thereby generated as it relates to funding provided under this Agreement and SBHD's response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of the County funds are expended.

SBHD shall submit one (1) copy of the financial statements described in the first paragraph of this section and one (1) copy of the accompanying management letter, if any, to County's Repository within two hundred seventy (270) days after the close of SBHD's fiscal years in which SBHD receives funds under this Agreement.

9.2 MANAGEMENT LETTERS. SBHD shall provide County's Repository any and all management letters arising from audited financial statements within two hundred seventy (270) days of the date of said management letter as it relates to the program described in this Agreement.

SBHD shall provide to County's Repository the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development.

SBHD shall provide to County's Repository any compliance audits required by law within two hundred seventy (270) days after the close of each of SBHD's fiscal years in which SBHD accounts for the funds under this Agreement.

ARTICLE 10. EEO AND CBE COMPLIANCE

10.1 No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. SBHD shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by SBHD to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

SBHD shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to

comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

SBHD shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½. SBHD shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, SBHD shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, SBHD represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from SBHD all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

10.2 Although no CBE goal has been set for this Agreement, County encourages SBHD to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. INDEMNIFICATION/GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. SBHD is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

12.1 County's representative is the HSD Director, Deputy Director, or the Division Director of the division administering this Agreement. The title of SBHD's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, "Agreement Specifications."

12.2 The empowered signators of invoices under this Agreement for SBHD are those individuals referenced in Exhibit B-1, "Authorized Invoice Signators." Changes in the empowered signators on Exhibit B-1 shall be communicated to County as directed in the "NOTICES" section of this Agreement.

12.3 The empowered signator of this Agreement for SBHD is identified in Exhibit B-2, "Certification of Empowerment." Changes in the empowered signator on Exhibit B-2 shall be communicated to County as directed in Article 4 and in the "NOTICES" section of this Agreement.

ARTICLE 13. INSURANCE

SBHD shall maintain insurance coverage as required in the Insurance section of the Provider Handbook or as specified in Exhibit A, "Agreement Specifications."

ARTICLE 14. REPRESENTATIONS AND ACKNOWLEDGMENTS

14.1 SBHD represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as may be extended, the following representations are and shall

remain true and correct. In the event that any of the following representations becomes untrue at any time, SBHD shall immediately provide written notice to the Contract Administrator:

- A. There have been no irregularities involving its management or employees that could have a material effect on SBHD's operations or financial stability.
- B. SBHD has committed no violations or possible violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
- C. All material information pertaining to the financial position of SBHD has been disclosed in its records and provided to County.
- D. All related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to the financial position of SBHD have been properly recorded in its records and disclosed to County.
- E. SBHD maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where SBHD is operating a facility or providing a service where any type of licensure is required, including, but not limited to, under federal, state, county, or other local law.
- F. When applicable, SBHD will ensure compliance with the provision(s) of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. SBHD shall maintain these screening requirements and records of same for volunteers and employees based on the population served.
- G. E-VERIFY: As applicable, if SBHD is a recipient, directly or indirectly, of State of Florida funds under this Agreement, SBHD shall enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:
 - 1. Verifying the employment eligibility of all persons employed during the Agreement Term by SBHD to perform the work under this Agreement.
 - 2. Enrolling in the E-Verify Program within thirty (30) days of the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and making such record available to Broward County within seven (7) days of request from County.
 - 3. Requiring all persons, including subcontractors, assigned by SBHD to perform work under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between SBHD and the subcontractor, whichever is later. SBHD shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to County within seven (7) calendar days from County's request.
 - 4. Displaying the notices supplied by the U.S. Department of Homeland Security ("DHS") in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
 - 5. Initiating E-Verify verification procedures for new employees within three (3) business days after the actual work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration ("SSA").

6. Maintaining records of its participation and compliance with the provisions of the E-Verify Program and making such records available to County within seven (7) days of County's request.

H. SBHD acknowledges receipt of the Provider Handbook and understands that each document contained therein is made a part of this Agreement. SBHD also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the same to SBHD. SBHD may terminate this Agreement within thirty (30) calendar days after notice of such update(s) or revision(s) if the Parties mutually agree that the update(s) or revision(s) substantially impact(s) SBHD's ability to perform as contracted. Otherwise, SBHD acknowledges it shall be bound by the requirements outlined in the Provider Handbook, as amended by County from time to time.

I. SBHD represents to County for its reliance thereupon that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all applicable state and federal statutes and regulations for the protection of confidential Client records and electronic exchange of confidential information.

J. All representations and information provided by SBHD to County in the course of competing for and developing this Agreement are true and correct, and there have been no material omissions.

14.2 SBHD acknowledges that:

A. Verification of liability protection, and the Authorized Invoice Signators as shown in Exhibit B-1, shall accompany this Agreement upon execution of this Agreement by SBHD.

B. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by County and should not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.

C. County has relied on all representations and information provided to County by SBHD in the course of SBHD competing for and developing this Agreement.

ARTICLE 15. MISCELLANEOUS

15.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and other data and documents, with the exception of Client records, provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, SBHD grants to County a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement pursuant to the terms of Article 7, any reports, photographs, surveys, and other data and documents other than Client records prepared by SBHD, whether finished or unfinished, shall become the property of County and shall be delivered by SBHD to the Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to SBHD shall be withheld until all documents are received as provided herein.

After the five (5) year retention period or any longer retention period as stated in Section 15.2 below, SBHD shall notify the Contract Administrator that the retention period has expired and shall provide at

least ten (10) calendar days for County to obtain the records if County desires to retain the records for a longer period of time; such notice shall be made in writing pursuant to the "NOTICES" section of this Agreement. The provisions of this section shall survive the expiration or termination of the Agreement.

15.2 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS. County is a public agency subject to Chapter 119, Florida Statutes.

15.2.1 As required by Chapter 119, Florida Statutes, SBHD and all its subcontractors shall comply with Florida's Public Records Law. Specifically, SBHD and its subcontractors shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- B. Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of SBHD to comply with the provisions set forth in this Section 15.2.1 shall constitute a default and breach of this Agreement, and County shall enforce the default in accordance with the provisions set forth in Section 7.1.

15.2.2 County shall have the right to audit the books, records, and accounts of SBHD and its subcontractors that are related to this Agreement. Such rights include examination of books, records, and accounts supporting the cost per unit of service, as well as any such records of funds received from other sources for the same or similar services as performed under this Agreement. SBHD and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. SBHD acknowledges that in the event County determines that funds are due back to County, the HSD Director or Deputy Director may in his or her sole and absolute discretion require SBHD to pay up to one percent (1%) interest annually on those funds, which interest shall be calculated from the date County incorrectly paid SBHD.

SBHD and its subcontractors shall preserve and make available for examination and audit by County all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after the termination or expiration of this Agreement, or for a longer period of time if required by the retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the required five (5) year period, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to

SBHD's and its subcontractors' records, SBHD and its subcontractors shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by SBHD or its subcontractors. SBHD shall, by written contract, require its subcontractor(s), if any, to agree to the requirements and obligations of this Article.

If subcontracting is permitted by County, SBHD shall ensure that the requirements of this Article are included in all agreements with its subcontractor(s).

15.3 TRUTH-IN-NEGOTIATION CERTIFICATE. SBHD's compensation under this Agreement is based upon representations supplied to County by SBHD, and SBHD certifies that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

15.4 INDEPENDENT CONTRACTOR. SBHD is an independent contractor under this Agreement. Services provided by SBHD pursuant to this Agreement shall be subject to the supervision of SBHD. In providing such services, neither SBHD nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to SBHD or SBHD's agents any authority of any kind to bind County in any respect whatsoever.

15.5 PUBLIC ENTITY CRIME ACT. SBHD represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, SBHD further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether SBHD has been placed on the convicted vendor list.

15.6 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SBHD AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

15.7 AMENDMENTS. Except as otherwise authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and

SBHD or others delegated authority to or otherwise authorized to execute same on their behalf. However, the HSD Director or Deputy Director may make adjustments pursuant to Article 4 and Section 15.23 herein. Additionally, the Contract Administrator may administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

15.8 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.9 COMPLIANCE WITH LAWS. SBHD shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.10 SEVERABILITY. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or SBHD elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

15.11 PRIOR AGREEMENTS. This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

15.12 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, SBHD shall not subcontract any portion of the work required by this Agreement, except as provided in Exhibit D-1, "Scope of Services." Notwithstanding the Termination provision of this Agreement, County may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by SBHD of this Agreement or any right or interest herein without County's written consent.

SBHD represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

SBHD shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of SBHD's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

15.13 CONFLICTS. Neither SBHD nor its employees performing services pursuant to this Agreement shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SBHD's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of SBHD's officers or employees charged with performing services pursuant to this Agreement shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or SBHD is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude SBHD or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event SBHD is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, SBHD shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as SBHD.

15.14 JOINT PREPARATION. The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

15.15 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referenced herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 15 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 15 shall prevail and be given effect.

15.16 THIRD PARTY BENEFICIARIES. Neither SBHD nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.17 NOTICES. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The Parties designated persons and respective places for giving of notice are set forth in Exhibit A, "Agreement Specifications."

15.18 DRUG-FREE WORKPLACE CERTIFICATION. SBHD certifies that by execution of the Drug-Free Workplace Certification, done through County's Request for Proposals, Request for Letters of Interest, or Request for Applications (RFP/RLI/RFA) processes and which is now made a part hereof, that it will provide a drug-free workplace program and continue to make a good faith effort to maintain a drug-free workplace program as set forth in Section 112.0455, Florida Statutes, Drug-Free Workplace Act. SBHD shall submit one (1) copy of its Drug-Free Workplace Policy to the Contract Manager prior to or with the signed Agreement.

15.19 CERTIFICATION RELATING TO FEDERAL LOBBYING. No federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned SBHD, 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, or an employee of a member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds 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, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and SBHD, the undersigned SBHD shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

15.20 CERTIFICATION RELATING TO NO SMOKING AND CHILDREN'S SERVICES. The Pro-Children Act of 1994, 20 U.S.C. § 6081 *et seq.* ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Such Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. Such Act does not apply to children's services provided in private residence, portion of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children ("WIC") coupons are redeemed. Failure of SBHD to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order pursuant to such Act on the responsible entity, such as SBHD. By signing this Agreement, the undersigned SBHD certifies that SBHD will comply with the requirement of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

15.21 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue such interpretations, in writing, to all program providers. If SBHD identifies a programmatic contract provision that requires interpretation in order for SBHD to understand its obligations, SBHD will submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will obtain a written response from the HSD Director or Deputy Director and provide such written response to SBHD within a reasonable time after any request by SBHD for an interpretation. The HSD Director's or Deputy Director's programmatic interpretations shall be deemed conclusive and final.

15.22 PUBLICITY. SBHD is authorized by this Agreement to use the name of "Broward County" in any advertising materials concerning publicity and promotion of SBHD related to the services funded by this Agreement. The use of the Broward County logo is prohibited without the express written permission of

County. Requests for permission to use the Broward County logo can be obtained by contacting the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301.

SBHD acknowledges that all advertisements, press releases, or other type of publicity activities undertaken by SBHD concerning the services funded by this Agreement shall include the following statement:

"The services provided by SBHD Healthcare System is a collaborative effort between Broward County and SBHD Healthcare System with funding provided by the Board of County Commissioners of Broward County, Florida under an Agreement."

15.23 EMERGENCY CONDITIONS. Except where otherwise provided by law or where SBHD is otherwise directed by appropriate authority, SBHD shall provide any supportive or recovery related service as requested by County during and after Emergency Conditions. These services include, but are not limited to, distribution of food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or other location(s) in Broward County as determined by County, through its Contract Administrator. Emergency Conditions are defined as any natural, technological, or terrorism related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which commences upon a State of Emergency being declared by federal, state, or local government. Individuals who have been displaced or affected by the Emergency Condition are referred to as "Disaster Evacuees."

In the event of an Emergency Condition, the HSD Director or Deputy Director has the authority during and after Emergency Conditions, in his or her sole discretion, to (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, or delete services under the Scope of Services and Exhibit D-1; and (d) modify payment schedules throughout any term of this Agreement as defined in Article 2.

15.24 DISCHARGE PLANNING. If SBHD is a hospital district, mental health service provider, or law enforcement agency, or in the event SBHD provides services such as hospital, jail, or mental health treatment beds, then SBHD shall participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.

15.25 RENEGOTIATION. The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase or decrease in allocations make changes in this Agreement necessary.

15.26 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the Parties. The attached exhibits A through F, as well as the Provider Handbook and other documents referenced herein, are incorporated and made a part of this Agreement.

SBHD shall abide by all of the covenants and representations contained in the Request for Proposals, Request for Letters of Interest, or Request for Applications (collectively, "Request") submitted by SBHD upon which County relied and upon which this Agreement is based, and SBHD acknowledges that such covenants and representations in the Request shall form, become a part of, and be incorporated by reference into this Agreement. If the Request or any portion thereof conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

15.27 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly

authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

15.28 PAYABLE INTEREST.

15.28.1. Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, County shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof SBHD waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement,

15.28.2. Rate of Interest. In any instance where the prohibition or limitations of Subsection 15.28.1 are determined to be invalid or unenforceable, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

15.29 HIPAA COMPLIANCE. It is expressly understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. §160, 162, and 164 and related regulations. In the event SBHD is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), SBHD shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. Where required, SBHD shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of SBHD's and County's uses of Clients' PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. SBHD shall ensure that the requirements of this Article are included in all agreements with its subcontractors.

15.30 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2015, and South Broward Hospital District, signing by and through its Sr. Vice President, duly authorized to execute same.

Broward County

ATTEST:

BROWARD COUNTY, through its
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 2015

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By: _____
Signature (Date)

By _____
Karen S. Gordon (Date)
Assistant County Attorney

Print Name and Title above

Sharon V. Thorsen (Date)
Senior Assistant County Attorney

KSG/dp
SBHD Ryan White DCM.a01
15-070
1/30/15

AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH BROWARD HOSPITAL DISTRICT FOR RYAN WHITE
DISEASE CASE MANAGEMENT

SBHD

South Broward Hospital District

WITNESS #1:

Signature

Print/Type Name

WITNESS #2:

Signature

Print/Type Name

By: _____
(Authorized Signature)

(Print Name and Title of Authorized Signator)

_____ day of _____, 2015

(seal or notary)

EXHIBIT A - AGREEMENT SPECIFICATIONS

Agreement #: 14-CP-HCS-8312-RW

- I. Administering Division: Community Partnerships
- II. Beginning and Ending Dates:
 - A. Initial Term: Commencing on November 1, 2014 and ending on February 28, 2015
 - B. Option Period 1: If exercised, commences on March 1, 2015 and ends on February 28, 2016
 - C. Option Period 2: If exercised, commences on March 1, 2016 and ends on February 28, 2017
- III. Maximum Funding Amounts:
 - A. Initial Term: \$ 18,680.00
 - B. Option Period 1: TBD
 - C. Option Period 2: TBD
 - D. Extension: Equal to a pro rata amount of the then existing annual funding amount.
- IV. Memorial Representative: Corporate Finance
- V. Official Payee: Corporate Finance, South Broward Hospital District
3501 Johnson Street
Hollywood, FL 33021
(954) 265-5107
- VI. Official Notification Designations:
 - A. For County: Director, Community Partnerships Division
115 South Andrews Avenue, Room A370
Fort Lauderdale, Florida 33301
 - B. For Memorial: Sr. Vice President, South Broward Hospital District
3501 Johnson Street
Hollywood, FL 33021
(954) 265-5814
- VII. Client Co-pay: Required Not required
- VIII. Match: Required Not required because program is fully funded by a Federal Grant.
- IX. Required Insurance Coverage (nongovernmental entities only):
 - A. Commercial or General Liability: Required Waived
 - B. Business Automobile Liability: Required Waived
 - C. Professional Liability: Required Waived
 - D. Workers' Compensation & Employer's Liability: Required Waived
 - E. Other: Required
- X. RFP/RLI/RFA Date: June 23, 2014 Published Title: Ryan White Part A Core Medical and Support Services

EXHIBIT B-1 - AUTHORIZED INVOICE SIGNATORS

Agreement #: 14-CP-HCS-8312-RW

The following individuals are authorized to sign monthly invoices and certification statements on behalf of South Broward Hospital District, hereinafter known as "SBHD," as required by this Agreement between County and SBHD:

_____ and
(Name and Title Typewritten)

(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to _____ (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):

Appearing below are samples of the authorized signatures.

(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Authorized Signature) (Date)

(Authorized Signature) (Date)

Witness Signature:

Witness Signature

Signature _____

Signature _____

Name _____
(Print or Type)

Name _____
(Print or Type)

Date _____

Date _____

EXHIBIT B-2 - CERTIFICATION OF EMPOWERMENT

Agreement #: 14-CP-HCS-8312-RW

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of South Broward Hospital District, hereinafter known as "SBHD," and any amendments hereto between County and SBHD. The signature of the above-named person in this Agreement on behalf of SBHD binds SBHD to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to _____
(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):

Appearing below is a sample of the authorized signature.

(Authorized Signature)

(Date)

Witness Signature: _____

Signature _____

Name _____
(Print or Type)

Date _____

Witness Signature _____

Signature _____

Name _____
(Print or Type)

Date _____

EXHIBIT C - CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Agreement #: 14-CP-HCS-8312-RW

The undersigned hereby swears under penalty of perjury that:

1. SBHD has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 4, "FUNDING AND METHOD OF PAYMENT," of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

The undersigned is authorized to execute this Certification on behalf of SBHD.

Dated _____, 20__

SBHD:

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, ____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires:

EXHIBIT D-1 - SCOPE OF SERVICES

Agreement #: 14-CP-HCS-8312-RW
Provider: SBHD
Program: Disease Case Management (DCM)
Program #: 1

I. Scope of Services:

A. Program Description: DCM addresses the health needs of persons with HIV infections using coordinated health care interventions to help Clients self-manage their infections and prevent complications from other chronic health conditions through monitoring, education, and communication. It utilizes evidence-based, standardized clinical guidelines and patient empowerment strategies proven highly effective when provided by licensed health care professionals.

B. Target Population: For purposes of this Agreement, Clients are Broward County residents with HIV/AIDS who meet the Federal Poverty Guidelines of the service category, are uninsured, have barriers to economic stability, and have no other means or funding sources to receive services.

1. Eligibility criteria: Refer to the Provider Handbook.
2. Documentation of eligibility: Refer to the Provider Handbook.

C. A minimum of 120 unduplicated Clients shall be provided services under this Agreement annually.

D. Standards and Other Requirements: SBHD shall adhere to the standards and other requirements set forth in the Work Authorization(s) and Provider Handbook.

E. Services to be Provided: SBHD shall provide the following services, as further detailed in the "Scope of Services" section of the Work Authorization(s):

1. Disease Case Management (LH-2700.1540)

a. Cost per Unit of Service:

Registered Nurse (RN)	\$20.00
Licensed Practical Nurse (LPN)	\$16.25

b. Required Staff Credentials/Licensure: Minimum LPN and one year case management experience

2. Administrative Allowance: 10% of earned DCM charges

F. Subcontracting: None requested/allowed Allowed: limited to the South Florida Community Care Network, LLC.

G. Location(s), days, and hours of service: SBHD shall provide DCM services at 4105 Pembroke Road in Hollywood, Florida from 8:00 am to 5:00 pm Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, SBHD shall accommodate Clients during non-traditional hours via direct telephone contact.

H. Commission Districts: At the date of execution of this Agreement, SBHD's service hub(s) are located in the following Commission District(s): District 8

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

- A. Units for Initial Term of Agreement: NA
- B. \$ Amount for Initial Term of Agreement: \$ 18,680 (includes administrative allowance)
 - \$ Amount for Option Period 1, if exercised: TBD
 - \$ Amount for Option Period 2, if exercised: TBD
 - \$ Amount per Extension, if exercised: Shall be equal to a pro rata amount of the then current annual funding amount.

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.

[Remainder of Page Intentionally Left Blank]

EXHIBIT D-2 - OUTCOMES

Refer to Provider Handbook

EXHIBIT E - REQUIRED REPORTS AND SUBMISSION DATES

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution and upon revision by Second Party	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy		1 copy
Blank Client Satisfaction Survey		1 copy
Certificate of Insurance/Certification of Coverage		1 copy
Invoice and supporting documentation	15 th day of each month	Original plus 1 copy
Quarterly Outcomes Report	30 th days of June, September, December and March	Original plus 1 copy
Quarterly Narrative Report		Original plus 1 copy
Certification of Coverage	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statement	Due within 270 days after the close of Second Party's fiscal year end; submit to Repository	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Compiled Client Satisfaction Survey Report	July 15 th of each year	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours	1 copy
Organizational Profile	Due upon request - Send directly to First Call for Help on behalf of The Coordinating Council of Broward	1 copy

Note: Failure to submit the foregoing reports on or before the due date shall result in the suspension of any payments due by County to SBHD.

EXHIBIT F – WORK AUTHORIZATION

Work Authorization No. 1

Under Agreement Number 14-CP-HCS-8312-RW

Between Broward County and South Broward Hospital District

Change Type: _____

1. This Work Authorization is issued pursuant to the Agreement dated ____ between Broward County (hereinafter referred to as "County") and South Broward Hospital District (hereinafter referred to as "SBHD") for Ryan White Disease Case Management (hereinafter the "Agreement").
2. This Work Authorization authorizes SBHD to provide the services detailed in Attachment I to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.
3. Funding and Method of Payment shall be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of this Agreement.
4. This Work Authorization shall be effective _____ (to be inserted).
5. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. enter number: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and SBHD, signing by and through its _____, duly authorized to execute same.

County

SBHD

Broward County, by and through its
Human Services Director or Deputy Director

South Broward Hospital District

By _____
____ day of _____, 20__.

By _____
Authorized Signatory

(Print Name and Title)
____ day of _____, 20__.

Attached hereto: ATTACHMENT I TO WORK AUTHORIZATION NUMBER _____

ADDENDUM TO RYAN WHITE AGREEMENT

Provider: SBHD

Agreement Number: 14-CP-HCS-8312-RW

1. Add the following additional definitions to Article 1, "Definitions and Identifications":

...

1.15 Broward County HIV Services Health Planning Council (Planning Council) - The council and related committees responsible for establishing service priorities and funding allocations for Ryan White Part A funding.

1.16 Grantee - Broward County, through its Human Services Department, as recipient of funding under Part A of the Ryan White HIV/AIDS Treatment Extension Act.

1.17 HRSA - The Health Resources and Services Administration, a division of the U.S. Department of Health and Human Services.

1.18 Ryan White Act - Ryan White HIV/AIDS Treatment Extension Act of 2009, as amended and reauthorized, its implementing regulations, and related guidance issued by HRSA.

2. Add the following additional provision to Article 4, "Funding and Method of Payment," Section 4.3, "Maximization of Expenditure of County Funds":

...

In addition, the Contract Administrator has the authority and discretion to adjust the maximum Ryan White Act funding under this Agreement, without limitation, when such adjustments are triggered by reallocation of funds by the Planning Council or are in furtherance of the objectives of the Ryan White Act and HRSA. Such adjustments shall be made via Work Authorization(s), which may be signed by the HSD Director or Deputy Director.

3. Delete Article 4, "Funding and Method of Payment," Section 4.5.4.2.(A).
4. Add the following additional provision to Article 4, "Funding and Method of Payment," Section 4.7, "Payer of Last Resort":

4.7.2 Third Party Payments, as described herein, shall include payments received by Second Party for the same or substantially similar service as that provided under this Agreement.

5. Add the following additional provision to Article 15, "Miscellaneous," Section 15.29, "HIPAA Compliance":

...

Business Associate Agreement: Required Not Required

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum to Ryan White Agreement Number 14-CP-HCS-8312-RW on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2015, and South Broward Hospital District, signing by and through its Sr. Vice President, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, through its
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 2015

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By: _____
Signature (Date)

By _____
Karen S. Gordon (Date)
Assistant County Attorney

Print Name and Title above

Sharon V. Thorsen (Date)
Senior Assistant County Attorney

ADDENDUM TO RYAN WHITE AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH BROWARD
HOSPITAL DISTRICT FOR RYAN WHITE DISEASE CASE MANAGEMENT

SBHD

South Broward Hospital District

WITNESS #1:

Signature

Print/Type Name

By: _____
(Authorized Signature)

(Print Name and Title of Authorized Signator)

WITNESS #2:

Signature

Print/Type Name

_____ day of _____, 20____

(seal)