

RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING AN APPROPRIATION AND DISBURSEMENT OF FISCAL YEAR 2018-2019 RYAN WHITE PART A AND MINORITY AIDS INITIATIVE FUNDS TO SERVICE PROVIDERS IN THE ESTIMATED AMOUNT OF \$697,379; APPROVING A REVISED STANDARD CONSULTANT AGREEMENT FORM; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENTS AND TO TAKE ALL NECESSARY ADMINISTRATIVE AND BUDGETARY ACTIONS TO IMPLEMENT THE AGREEMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the United States Department of Health and Human Services, Health Resources and Services Administration ("HRSA") annually awards funds to Broward County for the provision of Ryan White Part A and Minority AIDS Initiative ("MAI") services, collectively referred to as "Services," within the jurisdictional boundaries of Broward County, Florida; and

WHEREAS, on October 17, 2017, pursuant to meeting agenda Item No. 26, the Board of County Commissioners of Broward County, Florida ("Board"), approved an application for HRSA Fiscal Year 2018-2019 ("Fiscal Year 2018") Ryan White Part A and MAI grant funding in the amount of \$16,823,315 for the Services; and

WHEREAS, as a result of a delay in Broward County's receipt of the HRSA award, on February 6, 2018, pursuant to meeting agenda Item No. 3, the Board extended certain existing agreements for the period beginning March 1, 2018, and ending August 31, 2018; and

WHEREAS, Broward County has received Fiscal Year 2018 funding in part and expects the full award amount from HRSA by June 1, 2018; and

1 WHEREAS, the Board desires to appropriate HRSA funding for the provision of
2 Services to the specified service providers for Fiscal Year 2018; and

3 WHEREAS, the Board desires to approve a revised standard consultant form
4 agreement; and

5 WHEREAS, the Board desires to authorize the Broward County Administrator
6 ("County Administrator") to execute the individual agreements with certain service
7 providers on behalf of the Board; and

8 WHEREAS, the Board finds that the Services to be funded benefit the residents of
9 Broward County and serve a public purpose, NOW, THEREFORE,

10 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
11 BROWARD COUNTY, FLORIDA:

12 Section 1. Authorized Appropriations and Disbursements.

13 The Board hereby authorizes an appropriation and disbursement of Ryan White
14 Part A and MAI funds in the amount of Six Hundred Ninety-seven Thousand Three
15 Hundred Seventy-nine Dollars (\$697,379) for Fiscal Year 2018.

16 Section 2. Execution of Agreements by the County Administrator.

17 The County Administrator is hereby authorized to execute agreements with the
18 service providers listed in Attachment A in substantially the same form as the applicable
19 Board-approved standard agreement form and any applicable addendum, and to take all
20 necessary administrative and budgetary actions to implement the agreements
21 commencing September 1, 2018. Nothing in this Resolution shall be construed to alter
22 the requirement that the agreements be approved as to form and legal sufficiency by the
23 Office of the County Attorney prior to execution. Any material deviations from the
24 approved agreement forms shall be presented to the Board for approval.

1 Section 3. Approving a Standard Consultant Agreement Form.

2 The Board hereby approves the revised standard consultant agreement form and
3 its addendum attached as Attachment B. The Office of the County Attorney may make
4 any routine or minor changes or updates to the consultant agreement form as necessary.

5 Section 4. SEVERABILITY.

6 If any portion of this Resolution is determined by any court to be invalid, the invalid
7 portion shall be stricken, and such striking shall not affect the validity of the remainder of
8 this Resolution. If any court determines that this Resolution, or any portion hereof, cannot
9 be legally applied to any individual(s), group(s), entity(ies), property(ies), or
10 circumstance(s), such determination shall not affect the applicability hereof to any other
11 individual, group, entity, property, or circumstance.

12 Section 5. EFFECTIVE DATE.

13 This Resolution shall become effective upon adoption.

14
15 ADOPTED this day of , 2018.

16
17 Approved as to form and legal sufficiency:
18 Andrew J. Meyers, County Attorney

19 By /s/ Karen S. Gordon 05/18/18
20 Karen S. Gordon (Date)
21 Assistant County Attorney

22 KSG/dp
23 05/18/18
24 RW MAI Resolution 2018
 #60070

Agency	Services	Remaining Estimated Amount for Fiscal Year 2018-19
Broward House, Inc.	MAI Outpatient Ambulatory Medical Care (Health Services)	\$ 143,298
	MAI Case Management Services	\$ 27,999
	MAI Mental Health Services	\$ 16,082
	MAI Substance Abuse Services, Outpatient	\$ 200,000
	<i>Subtotal:</i>	\$ 387,379
Broward Regional Health Planning Council, Inc.	Health Insurance Premium and Cost Sharing (HICP)	\$ 250,000
	Peer Counselor Training and Certification Services	\$ 60,000
<i>Subtotal:</i>		\$ 310,000
TOTAL:		\$ 697,379

Consultant Agreement Form
AGREEMENT BETWEEN BROWARD COUNTY AND [Click here to enter text.](#)
FOR CONSULTATION SERVICES FOR [Click here to enter text.](#)

Agreement Number: [Click here to enter text.](#)

This is an Agreement ("Agreement") made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and [Click here to enter text](#), [Choose an item from drop down list](#) ("Consultant") (County and Consultant are collectively referred to as the "Parties").

RECITALS

A. This Agreement enables Consultant to provide services not otherwise funded by any other public funding source.

B. The Broward County Board of County Commissioners has determined that it is in the best interest of the community to enter into this Agreement, which serves a public purpose.

Now, therefore, in consideration of the mutual terms, conditions, promises, covenants, and payments set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Clients** mean individuals served under this Agreement as described in Exhibit C-1, "Scope of Services."
- 1.3 **Contract Administrator** means the Broward County Administrator, the director or deputy director of the Broward County Human Services Department, or the director of the Human Services Department division administering the Agreement. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Consultant and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** means the administrative head of County appointed by the Board.
- 1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.6 **Human Services** means the Broward County Human Services Department.
- 1.7 **Provider Handbook** means County's Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as amended from time to time by County; the Provider Handbook

is incorporated by reference into this Agreement. [REMOVE DEFINITION IF NOT APPLICABLE TO AGREEMENT]

- 1.8 **Repository** means County's Human Services Department Repository within the Office of Evaluation and Planning, located in the Government Center at 115 South Andrews Avenue, Room 318, Fort Lauderdale, Florida 33301.
- 1.9 **Services** means all work required by the consultant under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Article 2 and Exhibits C-1 and C-2.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Consultant shall perform all work identified in this Agreement as further detailed in Exhibits C-1 and C-2. Consultant shall provide Services in accordance with the principles and standards of [Click here to enter text](#) and shall abide by the applicable policies and procedures of County.
- 2.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to provide the Services. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Services that, in Consultant's opinion, is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work will be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.
- 2.3 Consultant shall provide County with all required reports within the time frames indicated in Exhibit E for the duration of this Agreement. The format for the written report will be as requested by the Contract Administrator.
- 2.4 Consultant shall maintain a complete and accurate record of all Services rendered pursuant to this Agreement. Consultant shall maintain an accurate time log of all hours worked under this Agreement along with the date and location where the Services were performed for County. Consultant shall retain all records and logs required to be maintained for the period of time set forth in the Audit Rights and Retention of Records section of this Agreement.

ARTICLE 3. TERM OF AGREEMENT

- 3.1 **Term.** The term of this Agreement commences on [enter Date](#) ("Effective Date"), and ends on [enter Date](#) ("Initial Term"). The Agreement may be renewed for up to [choose an item](#) one-year periods (each individually referred to as an "Option Period") at the sole option

of the Contract Administrator. The Contract Administrator must notify Consultant of renewal in writing no less than five (5) business days prior to the expiration of the then-current term of the Agreement.

- 3.2 Continuity of Services. In the event County elects to extend the term of this Agreement beyond the then-current term, Consultant shall continue to provide the Services upon the same terms and conditions set forth in this Agreement for such extended period, which must not be more than six (6) months beyond the then-current term. Consultant will be compensated for the Services at the rate in effect when the extension was invoked by County. If County elects and the Board approves the extension, the County Administrator will exercise such extension by a formal amendment to this Agreement.
- 3.3 Option Period Election. Consultant understands and acknowledges that the Contract Administrator's decision to exercise any Option Period shall be contingent upon, but not limited to, the following:
- A. Continued demonstrated and documented need for the Services;
 - B. Satisfactory program performance by Consultant;
 - C. Demonstrated financial stability of Consultant; and
 - D. The availability of funds from County in accordance with Chapter 129, Florida Statutes.

Consultant acknowledges that County, in its sole discretion, will determine whether the contingencies have been fulfilled prior to the Contract Administrator exercising County's option to renew the Agreement for any subsequent renewal period.

- 3.4 Renewal. Consultant understands and acknowledges that, although its performance under this Agreement will be considered by County in evaluating future or additional funding requests, County funding under this Agreement relates exclusively to the Initial Term and that County, by entering into this Agreement with Consultant, assumes no obligation whatsoever with respect to further or future funding to Consultant.

ARTICLE 4. COMPENSATION

- 4.1 Maximum Funding. The maximum annual amount of compensation payable for the Initial Term and each Option Period under this Agreement must not exceed enter Alpha Amount Dollars (\$enter numeric amount) ("Agreement Amount").
- 4.2 Contract Adjustments. The Contract Administrator is authorized to increase or decrease the maximum funding allocated to Consultant to maximize returns on the expenditure of County funds ("Contract Adjustment"). Such adjustments may be made by the Human Services director or deputy director in writing and in accordance with this section, and must include corresponding revisions to the maximum units of service and minimum number of Clients served, as applicable.
- 4.2.1 Any Contract Adjustment increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the Human Services

director or deputy director and Consultant, using a standard Contract Adjustment in the form attached as Exhibit F.

4.2.2 Any Contract Adjustment increasing the total annual maximum funding by more than ten percent (10%) may be signed by the Human Services director or deputy director and Consultant after the Board has approved the funding increase.

4.2.3 All Contract Adjustments issued pursuant to this Agreement must contain, at a minimum, the following information and requirements:

- A. 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).
- B. Any other additional instructions or provision relating to the Services authorized pursuant to this Agreement.
- C. Contract Adjustments must be dated, sequentially numbered, and signed by both Parties and must expressly reference this Agreement.

4.3 Subcontractors. If applicable, Consultant shall pay its subcontractors and suppliers prior to submitting an invoice requesting payment from County for such subcontracted work or supplies. If Consultant has been authorized to use subcontractors or if Consultant uses any suppliers of materials for the provisions of the Services required in this Agreement, Consultant will submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached as Exhibit B. The certification must 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. Consultant acknowledges that nonpayment of a subcontractor or supplier as required by this Agreement will be a material breach of this Agreement and that County may, at its option, withhold progress payments unless and until Consultant demonstrates timely payments of sums due to the subcontractors or suppliers. The foregoing remedies will not be employed when Consultant demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.

4.4 Invoices. County will pay the applicable rate for Services that Consultant actually delivered, invoiced, and documented as specified in Exhibit C-1. An original invoice plus one (1) complete copy with supporting documentation are due to County from Consultant on or before the 15th day of the month beginning the first month following execution of this Agreement, unless otherwise approved in writing by the Contract Administrator. County may, at its sole discretion, reduce payment by three percent (3%) for services not delivered on time by Consultant. The reduction will be applied to payments for the program in which the deadline was not met.

To be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the

form prescribed by County in Exhibit D, "Invoice." Invoices or documentation returned to Consultant for corrections will be cause for delay in receipt of payment. Late submission will result in delay in Consultant's receipt of payment. County shall pay Consultant within thirty (30) calendar days of receipt of Consultant's properly submitted invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. Further, County may deduct any monies due to Consultant from any outstanding invoice, whether contained in this Agreement or in another agreement, if County identifies money due from Consultant through monitoring or other situation.

- 4.5 Invoice Certification. Consultant shall submit to County the signed certification statement on the monthly invoice.
- 4.6 Final Invoice. Any invoice submitted by Consultant that is not properly submitted within forty-five (45) calendar days of the expiration of any term of this Agreement or within forty-five (45) calendar days of termination of this Agreement will not be payable unless an extension has been granted in writing by the Contract Administrator. Submission of an accurate invoice, timely documentation, and other requested information as required by County may be considered as a factor in evaluating future funding requests. Invoices or documentation returned to Consultant for corrections will not be considered as properly submitted and will be cause for delay in receipt of payment by Consultant.
- 4.7 Payments. County will make all payments solely in the name of Consultant as the official payee. The name, address, and telephone number to whom payment will be made on behalf of Consultant are as follows:

Payee: enter payee name
Address: Street
 City, State, and zip code
Telephone: (###) ###-####

Consultant must advise the Contract Administrator in writing of any changes in address or telephone number, including changes of administrative and service locations.

- 4.8 Suspension of Payment. County, through its Contract Administrator, in his or her sole discretion, may suspend payments to Consultant if Consultant does not comply with material terms of this Agreement. Suspension of payment must be in writing and may last through the duration of noncompliance by Consultant as determined solely by the Contract Administrator. Any suspended payments will not be subject to the payment of interest by County.
- 4.9 Payer of Last Resort. Consultant represents to County that no other reimbursement or payment is available or will be received by Consultant for any Services invoiced to County, and County has relied upon that representation. [REMOVE THIS PARAGRAPH IF NOT APPLICABLE TO AGREEMENT]

ARTICLE 5. INSURANCE

[Instruction: USE PARAGRAPHS 5.1 – 5.3 FOR PRIVATE OR NON-GOVERNMENTAL ENTITY]

- 5.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit G in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or subconsultants in connection with this Agreement.
- 5.2 Consultant shall ensure that "Broward County" is listed as an additional insured on all policies required under this article.
- 5.3 Within fifteen (15) days after the full execution of this Agreement or at least fifteen (15) days prior to commencement of Services, whichever is later, Consultant shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 5.4 Consultant shall ensure that all insurance coverages required by this article remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.
- 5.5 Consultant shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
- 5.6 If Consultant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit G, County will be entitled to any such broader coverage and higher limits maintained by Consultant. All required insurance coverages under this article must provide primary coverage and must not require contribution from any County insurance, self-insurance or otherwise, which must be in excess of and must not contribute to the insurance required and provided by Consultant.
- 5.7 Consultant must declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit G and submit to County's Risk Management Division for approval. Consultant will be solely responsible for and shall pay any deductible or self-

insured retention applicable to any claim against County. County may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

- 5.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against County, and agrees to obtain same in an endorsement of Consultant's insurance policies.
- 5.9 Consultant shall require that each subconsultant is adequately insured for the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall also require that all such subconsultants comply with these requirements and list "Broward County" as an additional insured under the applicable insurance policies.
- 5.10 In the event Consultant or any subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant.
- 5.11 Any required workers' compensation or employer's liability insurance shall include any applicable federal or state employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act. Any required professional liability insurance must include coverage for all claims that are reported within at least three (3) years following the expiration or termination of this Agreement, unless a longer period is indicated in Exhibit G.

ARTICLE 6. INDEPENDENT CONTRACTOR

- 6.1 Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Services, Consultant or its agents are not agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant, therefore, acknowledges the following:
 - A. Consultant must employ and direct such personnel as required to perform Services in this Agreement;
 - B. Consultant must secure any and all permits and licenses that may be required in order to perform the Services described in Exhibit C-1, "Scope of Services";
 - C. Consultant must exercise full and complete authority over Consultant's personnel;
 - D. Consultant must comply with all workers' compensation, federal and state income and employment taxation laws, employers' liability, and other federal,

state, County, and municipal laws, ordinances, rules and regulations, required of any employer performing these Services; and

- E. Consultant must make all reports and remit all withholding or other deductions from the compensation paid its personnel as required by any federal, state, County, or municipal law, ordinance, rule, or regulation.

- 6.2 No County employment benefits will be available or furnished to Consultant or Consultant's employees or personnel. Consultant will not be responsible for any employment benefits related to any employees or personnel hired or retained by County.

ARTICLE 7. INDEMNIFICATION

[Instruction: Use the following for PUBLIC OR GOVERNMENTAL ENTITY]

Consultant and County are state agencies or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, and each party will be fully responsible for acts and omissions of its agents or employees in the performance of its obligations under this Agreement, to the extent permitted by law. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing in this Agreement will be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties, in any matter arising out of this Agreement or any other contract.

[Instruction: Use this paragraph for PRIVATE OR NON-GOVERNMENTAL ENTITY]

Consultant shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld will not be subject to payment of interest by County.

ARTICLE 8. NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand delivery. The addresses for notice must remain as set forth in this article unless and until changed by providing notice of such change in accordance with the provisions of this article:

County:

Director, Community Partnerships Division
115 South Andrews Avenue, Room A370
Fort Lauderdale, Florida 33301
Email Address: _____

Consultant:

Legal Name and Title
Street Address
City, State, zip code
Email Address: _____

Consultant must notify the Contract Administrator in writing of any changes in the name, title, or address for Consultant.

County represents that the director indicated in this article is the division director of the Broward County **enter division** unless Consultant is otherwise notified by County in writing of any changes to the name, title, division, or address for County using the procedures stated in this article.

ARTICLE 9. TERMINATION

- 9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board will 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 will be deemed a termination for convenience and will be effective thirty (30) days after such notice of termination for cause is provided.
- 9.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, Consultant'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 Consultant is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Consultant is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 9.3 Notice of termination must be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be verbal notice that will be promptly confirmed in writing.
- 9.4 In the event this Agreement is terminated for convenience, Consultant will be paid for any Service properly performed under the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Consultant, for County’s right to terminate this Agreement for convenience.
- 9.5 In the event this Agreement is terminated for any reason, any amounts due Consultant will be withheld by County until Consultant has provided all documents required to be provided to County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY 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. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 10.2 Consultant must comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article will constitute a material breach of this Agreement, which will permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
- 10.3 Although no CBE goal has been set for this Agreement, County encourages Consultant to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES

- 11.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within Consultant’s legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all

necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

- 11.2 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date of this Agreement, unless otherwise expressly disclosed by Consultant.
- 11.3 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.4 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. Consultant's compensation will be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 11.5 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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 Consultant has been placed on the convicted vendor list.
- 11.6 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Consultant further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.
- 11.7 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Consultant represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

- 11.8 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is incorporated in this Agreement as though fully set forth in this section.
- 11.9 Breach of Representations. County materially relies on the representations and warranties of Consultant stated in this article in entering into this Agreement. County will be entitled to recover any damages it incurs to the extent any such representation or warranty is false. In addition, if any such representation or warranty is false, County will have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 12. MISCELLANEOUS

- 12.1 Rights in Documents and Work. Unless otherwise stated in this Agreement, any and all reports, photographs, surveys, and documents created by Consultant in connection with performing Services under this Agreement will be owned by County and will be deemed works for hire by Consultant and its agents; in the event the Services are determined not to be a work for hire, Consultant hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of County and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its subconsultant(s).
- 12.2 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement will become the property of County, whether the project for which they are made is completed or not, and must be delivered by Consultant to the Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.
- 12.3 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

- 12.3.1. Keep and maintain public records required by County to perform the services under this Agreement;
- 12.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 12.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

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

(954) _____, _____@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE _____, FORT LAUDERDALE, FLORIDA 33301.

- 12.4 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or subconsultants.

County has the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Consultant shall provide adequate and appropriate work space. Consultant must provide County with reasonable access to Consultant's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its subconsultants to agree to the requirements and obligations of this section.

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. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Consultant.

- 12.5 Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. If Contractor violates this provision, County will have the right to immediately terminate this Agreement.
- 12.6 Conflicts. Neither Consultant nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Consultant's officers or employees may, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons may 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 will not preclude Consultant 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 Consultant is permitted pursuant to this Agreement to utilize subconsultants to perform any services required by this Agreement, Consultant shall require such subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.
- 12.7 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 12.8 Amendments. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal

dignity. However, the Human Services director or deputy director may execute amendments or Contract Adjustments to the insurance requirements, to any of the exhibits, and to the dollar amount subject to Article 4.

- 12.9 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in the Agreement; and the Parties acknowledge that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties acknowledge that no deviation from the terms in the Agreement is predicated upon any prior representations or agreements whether oral or written.
- 12.10 Compliance with Laws. Consultant shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations, in performing its duties, responsibilities, and obligations related to this Agreement.
- 12.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either party.
- 12.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 will prevail and be given effect.
- 12.13 Payable Interest.
- 12.13.1. Payment of Interest. County will not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance of this provision, Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.
- 12.13.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 12.14 Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement. Consultant shall abide by all of the covenants and representations contained in the Request for Proposals/Applications/Letters of Interest (RFP/RFA/RLI) submitted by Consultant upon which County relied and upon which this Agreement is based, and Consultant acknowledges that such covenants and representations in the

RFP/RFA/RLI becomes a part of, and is incorporated by reference into this Agreement. If the RFP/RFA/RLI or any portion of such RFP/RFA/RLI conflicts with this Agreement, this Agreement controls and governs the interpretation of any conditions and terms.

- 12.15 Materiality and Waiver of Breach. County and Consultant acknowledge that each requirement, duty, and obligation set forth in this Agreement was bargained for at arms-length and is in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is a material term of the Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the waiving party.
- 12.16 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of consultant-related agreements funded by County. If the Contract Administrator identifies a contractual issue that requires interpretation, the Contract Administrator will issue such interpretations in writing to all program consultants. If Consultant identifies a contract provision that requires interpretation in order for Consultant to understand its obligations, Consultant shall submit in writing a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will obtain a written response from the Human Services director or deputy director and provide such written response to Consultant within a reasonable time after any request by Consultant for an interpretation. Such director or deputy director's interpretations will be conclusive and final.

- 12.17 Publicity. Consultant is authorized by this Agreement to use the name of County in the name of "Broward County" in any advertising materials concerning publicity and promotion of Consultant related to the services funded by this Agreement. Consultant further acknowledges that all advertisements, press releases, or other type of publicity activities concerning the Services funded by this Agreement, undertaken by Consultant in connection with this Agreement, must include the following statement:

The services provided by enter Consultant's name is a collaborative effort between Broward County and enter Consultant's name with funding provided by the Broward County Board of County Commissioners under an Agreement.

- 12.18 Third-Party Beneficiaries. Neither County nor Consultant 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.
- 12.19 Consultant's Staff. Consultant will provide the key staff identified in its proposal for the Services as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of the Contract Administrator to change key staff. Consultant shall provide the Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. The Contract Administrator will be reasonable in evaluating key staff qualifications. If the Contract Administrator desires to request removal of any of Consultant's staff, the Contract Administrator must first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.
- 12.20 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.
- 12.21 HIPAA. It is expressly understood by the Parties that County personnel and their agents have access to protected health information, in any form or electronic media ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related regulations. In the event Consultant 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 ("HIPAA"), Consultant shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute the current form Business Associate Addendum for the purpose of complying with HIPAA. Where required, Consultant 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 Consultant's and County's uses of Client's 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 Addendum(s) on its behalf. Consultant shall ensure that the requirements of this Article are included in all agreements with its subcontractors.
- 12.22 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Services. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred pursuant to County's

regulatory authority as a governmental body separate and apart from this Agreement, and will not be attributable in any manner to County as a party to this Agreement.

- 12.23 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 12.24 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Broward County, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on enter Date, and enter legal name, signing by and through its enter title, duly authorized to execute same.

County

WITNESS

BROWARD COUNTY, through its
County Administrator

(Signature)

By _____
County Administrator

Print Name of Witness

____ day of _____, 20____

WITNESS

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

(Signature)

Print Name of Witness

By _____
(Date)
Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

Print name and title above

KSG/dp
Consultant Form Agreement
05/29/2018
#60070

AGREEMENT BETWEEN BROWARD COUNTY AND ENTER LEGAL NAME FOR CONSULTATION SERVICES
FOR PROGRAM NAME OR SERVICE DESCRIPTION

Consultant

WITNESS

Legal Name

By: _____

(Signature)

Authorized Signature

Print Name of Witness

Print Name and Title
_____ day of _____, 20##

WITNESS

ATTEST:

(Signature)

Corporate Secretary or other person
authorized to attest

Print Name of Witness

(CORPORATE SEAL OR NOTARY)

DRUG-FREE WORKPLACE CERTIFICATION

Agreement Number: enter Agreement Number

The undersigned Consultant certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees in writing of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying Broward County government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Consultant certifies that it does not have any employees, neither does Consultant intend to retain any employees, and therefore is not required to comply with the drug free workplace act. Consultant certifies that [he/she] is and will remain drug free throughout the term of this Agreement.

(Consultant Signature)

(Name and title of signator)

(Consultant Name)

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 B - CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Agreement Number: enter Agreement Number

The undersigned Consultant hereby swears under penalty of perjury that:

1. Consultant has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 4, "Compensation," 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's or supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

enter Consultant Name

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF)
)
COUNTY OF)

Sworn to (or affirmed) and subscribed before this ____ day of _____, ____, by _____ who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Signature of Notary Public

Print, Type or Stamp Name of Notary

EXHIBIT C-1
SCOPE OF SERVICES

Consultant: enter Consultant's Name

Agreement Number: enter Agreement Number

Program Name: enter Program

I. Scope of Services: enter text, including description of Clients, if applicable, the services to be provided; if Provider Handbook applies, include a statement that compliance with instructions in the Handbook is required.

II. Units of Service:

A. 1st service name (Taxonomy Code)

1. Unit Definition: enter text

2. Cost per Unit: \$enter amount

3. Maximum Units per Initial Term: #

Maximum Units per Option Period: #

4. Maximum Dollar Amount per Initial Term: \$\$\$

Maximum Dollar Amount per Option Period: \$\$\$

5. Required Staff Credentials/Licensure: enter text

B. 2nd service name (Taxonomy Code)

1. Unit Definition: enter text

2. Cost per Unit: \$enter amount

3. Maximum Units per Initial Term: #

Maximum Units per Option Period: #

4. Maximum Dollar Amount per Initial Term: \$\$\$

Maximum Dollar Amount per Option Period: \$\$\$

5. Required Staff Credentials/Licensure: enter text

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

IV. Other Requirements:

A. Consultant must complete the required reports in accordance with Exhibit E, Required Reports and Submission Dates.

B. Consultant certifies by means of Exhibit A, Drug-Free Workplace Certification, 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 the Drug-Free Workplace Act, Section 112.0455, Florida Statutes. Consultant will submit two (2) copies of its Drug-Free Workplace Policy to the Contractor Administrator with the signed Agreement.

[Include the following additional statement and in the certification for individual Consultant]:

Consultant certifies that he or she neither has any employees nor intends to retain any employees, and therefore is not required to comply with the drug-free workplace act. Consultant certifies that he or she is and will remain drug-free throughout the term of this Agreement.

C. Client Information Network: [Omit Section C if not required] Consultant shall maintain the confidentiality of Client services and records in accordance with applicable federal, state, and local laws and regulations mandating such confidentiality. Consultant agrees to work with County to ensure that all federal, state, and local laws regarding confidentiality are adhered to in collecting and reporting Client information.

Consultant will participate in County's Human Services Client information network along with County and other health and human services organizations that receive funds from County. Consultant will work with County to eliminate duplication in services and personnel among agencies. Consultant will provide services in a coordinated effort with County and other health and human services providers so that appropriate County personnel or Consultant is assigned to a Client at the Client's first point of entry into the human services network. County personnel or Consultant will be responsible for 1) coordinating services to specified families and households receiving services; and 2) conducting follow-up activities designed to prevent recipients of health and human services from becoming dependent on the system again after restorative services are completed.

D. [Omit Section D if License Requirement is not applicable] Consultant must maintain a current and valid **enter type license** issued by **enter text**. In the event that Consultant's license is revoked, suspended, or terminated, this Agreement will automatically terminate. Consultant must provide County with written notice of such revocation, suspension, or termination within five (5) days of said revocation, suspension, or termination in accordance with the Notices section of this Agreement.

EXHIBIT C-2 – REQUIRED ACTIVITIES, DELIVERABLES, AND TIMELINE

Due Date	Activity/Deliverables	Reimbursement Amount	Distribution/Format
Click here to enter text.			
Click here to enter text.			

EXHIBIT D - INVOICE

Legal name Street Address City, State, zip code (###) ###-####	Agreement Number: enter number	Date Stamp: On time? Yes <input type="checkbox"/> No <input type="checkbox"/>
	Agreement Amount: \$enter amount	
	Program Name: enter Contract Name	
	Billing Period for This Invoice (Month/Year):	

A. Total Units Billed						
Taxonomy Code/Unit Type	Unit Cost	# of Units This Month	\$ Value This Month	# Units Year to Date	\$ Value Year to Date	Maximum \$ per Unit Type
enter number	\$##					\$##
enter number	\$##					\$##
enter number	\$##					\$##
\$ Total This Month:				\$ Total YTD		

B. CERTIFICATION: The undersigned, as an authorized signator for the agreement between Broward County and [enter Consultant name], hereby affirms and certifies that the services billed herewith have been delivered to Clients on behalf of Broward County per Agreement, that all Clients served have met the program eligibility requirements, and that complete and accurate documentation is available to support services, payment, and pricing requested. Consultant also represents to County that no other reimbursement is used for invoiced services in accordance with Article 4 of the Agreement.	
Authorized Signator Name and Title:	Authorized Signature and Date:

FOR COUNTY USE:	Fund/Agency/Org/Object: enter fund/enter agency/enter org/enter object
Division Reviewer/Date:	OAS Reviewer/Date:
I hereby certify that the backup documentation is complete, accurate, supports the payment requested.	
Approver Signature/Date:	Date Forwarded to Accounting:

Comments (for use by County or Organization):	
Repayment of disallowed units:	Submission of previously unbilled units:

EXHIBIT E REQUIRED REPORTS AND SUBMISSION DATES

Report	Applicable?		Due Date/Frequency	# Copies
Invoice	Yes <input type="checkbox"/>	No <input type="checkbox"/>	enter text day of each month	Original plus 1 copy
Outcomes Report	Yes <input type="checkbox"/>	No <input type="checkbox"/>	enter text day of each choose	Original plus 1 copy
Required Services Documentation form	Yes <input type="checkbox"/>	No <input type="checkbox"/>	enter text day of each choose	Original plus 1 copy
Affirmative Action Plan, if applicable	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Equal Employment Opportunity Policy, if applicable	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
American with Disabilities Act Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Non-Discrimination Policy, if applicable	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
CBE Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Current Certificate of Insurance	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Due prior to expiration; submit to Human Services Repository	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Due within 30 days of receipt	1 copy

Failure to submit the foregoing reports by the due date will result in the suspension of any and all payments due by County to Consultant.

(The remainder of this page is intentionally left blank.)

EXHIBIT F
Contract Adjustment Number enter number
Under Agreement Number enter number
Between Broward County and Consultant

Change Type: _____

1. This Contract Adjustment is issued pursuant to the Agreement dated _____ between Broward County ("County") and Consultant Legal Name ("Consultant") for Agreement Title ("Agreement").
2. This Contract Adjustment authorizes Consultant to modify the Services provided in this Agreement.
3. Funding and Method of Payment will be in accordance with the provisions of Article 4 of this Agreement unless modified in this Contract Adjustment.
4. This Contract Adjustment will be effective _____ (to be inserted).
5. Except as expressly set forth in this Contract Adjustment, nothing contained herein will 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 Contract Adjustment No. enter number: Broward County, signing by and through its Human Services Director or Deputy Director, as authorized pursuant to the Agreement, and Consultant, signing by and through its _____, duly authorized to execute same.

County

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

By _____
____ day of _____, 20__.

Consultant

Legal Name

By _____
Authorized Signatory

(Print Name and Title)

____ day of _____, 20__.

EXHIBIT G
Minimum Insurance Requirements
[Use form provided by Risk, not Consultant]

RYAN WHITE ADDENDUM TO CONSULTANT FORM AGREEMENT

Consultant: enter legal name

Agreement Number: enter number

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

...

- 1.10 **Broward County HIV Services Health Planning Council (Planning Council)** means the council and related committees responsible for establishing service priorities and funding allocations for Ryan White Part A funding.
- 1.11 **Grantee** means Broward County, through its Human Services Department, as recipient of funding under Part A of the Ryan White HIV/AIDS Treatment Extension Act.
- 1.12 **HRSA** means the Health Resources and Services Administration, a division of the U.S. Department of Health and Human Services.
- 1.13 **Ryan White Act** means the 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 provisions to Article 2, "Scope of Services":

...

- 2.5 Consultant must provide all required documents and reports to County in both paper and electronic formats. The format of the electronic documents will be subject to approval by the Contract Administrator.
- 2.6 At least five (5) business days prior to scheduled release or deadline, Consultant must submit to County in draft form all reports, policy statements, and other formal documents created pursuant to this Agreement for public distribution beyond the immediate use of Consultant or the Planning Council and its committees. County approval is required prior to distribution. Consultant shall clearly display the following statement on the front cover or title page of all such documents:

"The creation of this document is funded 100% by a federal Ryan White HIV/AIDS Program Part A grant received by Broward County and sub-granted in part to Consultant. The findings and conclusions in this document are those of the authors, who are responsible for its contents; the content does not necessarily represent and should not be construed as the views or positions of Broward County, the Broward County Board of County Commissioners, or the U.S. Department of Health and Human Services. The study methods utilized a sample population. Application of these findings to the general population must consider

the uniqueness and the many potential variances in the general population that could affect its outcome if applied.”

- 2.7 No Copyrights: Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations, or works of any similar nature, County has the right to use, duplicate, and disclose such materials in whole or in part in any manner for any purpose whatsoever, and to have others acting on behalf of County do so. Such materials may not be copyrighted without County’s written consent.
3. Delete Section 4.2 in its entirety and replace with the following provisions:
 - 4.2 Contract Adjustments. The Contract Administrator has the authority and discretion to increase or decrease the maximum funding allocated to Consultant without limitation as expressed in the Agreement to maximize the returns on the expenditure of County funds. 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, its programs, or HRSA, such adjustments may be made by Contract Adjustment(s), which may be signed by the Human Services director or deputy director.
 - 4.2.1 All Contract Adjustments issued by the Contract Administrator must contain, at a minimum, the following information and requirements:
 - A. 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).
 - B. Any other additional instruction or provision relating to the Services authorized pursuant to the Agreement.
 - C. Contract Adjustments must be dated, sequentially numbered, and signed by both Parties and must expressly reference this Agreement.
4. Add Section 4.10 to Article 4 as follows:
 - 4.10 Performance: County at its sole direction may reduce payment by three percent (3%) for services not delivered on time by Consultant. The reduction will be applied to payments for the Services or program in which the deadline was not met.
5. Add the following paragraph to Section 6.1:
 - F. Consultant must maintain personnel records with current job functions for each employee required to perform the Services described in this Agreement. Consultant must maintain records of credentials, resumes, and curriculum vitae or employment history of each consultant or agent providing services associated with this Agreement via a subcontract. This information must be available to County for inspection upon request.

6. Delete Section 12.5, "Assignment," in its entirety and replace with the following provisions:

12.5 Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. If Contractor violates this provision, County will have the right to immediately terminate this Agreement.

12.5.1 Consultant must obtain County's prior approval through a Contract Adjustment prior to executing any transfer of Services, payment, rights, or obligations under this Agreement to a third party.

12.5.2 County recognizes that certain activities performed by Consultant may require the use of subject matter experts outside the purview of Consultant's staff. Such subcontracts must not exceed Fifteen Thousand Dollars (\$15,000) each.

12.5.3 The delivery of services through subcontractors will not relieve Consultant of full responsibility for all requirements, provisions, and terms of this Agreement. Consultant must require all subcontractors to adhere to the requirements of this Agreement and all applicable federal, state, and local laws, rules, regulations, guidelines, and standards.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Ryan White Addendum to Consultant Form Agreement: Broward County, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the [date] day of [Month, 20Year], and [Full Legal Name of Consultant], signing by and through its [Title], duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Signature

By _____
Bertha Henry
County Administrator

Print/Type Name above

_____ day of _____, 20##

Signature

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

Print/Type Name above

By _____ (Date)
Assistant County Attorney

KSG/dp
RW Consultant Addendum
#60070
5/30/18

RYAN WHITE ADDENDUM TO CONSULTANT FORM AGREEMENT BETWEEN BROWARD COUNTY AND
[ENTER FULL LEGAL NAME OF CONSULTANT] FOR [ENTER PROGRAM NAME OR SERVICE
DESCRIPTION]

Consultant

Enter Legal Name

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)