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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 10,2010

Agenda Item No. 9(A)(4)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-899-10

Subject: BCC Approval of FY 2010 – 11 Continuation Contract and Retroactive Approval of Past Continuation Contracts for Behavioral Science Research Corporation (BSR)

Recommendation

It is recommended that the Board of County Commissioners (Board) retroactively approve and ratify the Professional Services Agreement ("Agreement") and subsequent amendments (FY 2007-08, 2008-09, 2009-10 and FY 2010-2011) to the Agreement between Miami-Dade County (County) and Behavioral Science Research Corporation (BSR) for staff support to the Miami-Dade HIV/AIDS Partnership, training to front line staff at contracted service provider sites funded by Ryan White CARE Act Program dollars, and implementation of a federally-mandated Continuous Quality Management (CQM) Program for the grantee office (OGC). It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to exercise the option to renew contained in the Agreement, which may be in excess of $1 million if renewed. Finally, it is recommended that this Board also authorize the County Mayor or the County Mayor's designee to exercise any options to renew the Agreement between the County and BSR that is funded with Minority AIDS Initiative (MAI) funds, which, if renewed, may also be in excess of $1 million.

Scope

The continuation contracts provide on-going and uninterrupted staff support to the Miami-Dade HIV/AIDS Partnership (Partnership), training and technical assistance to Ryan White-funded clinical staff, and a federally-mandated Continuous Quality Management (CQM) Program that assesses the quality, cost-effectiveness, and accessibility of HIV/AIDS health and support services for low-income residents of the County living with HIV or AIDS.

Fiscal Impact/Funding Source

Funding for this contract and all previous contracts is funded with federal grant dollars appropriated by the Department of Health and Human Services, Health Resources and Services Administration (HRSA) under the Ryan White HIV/AIDS Treatment Extension Act of 2009 (formerly the Ryan White CARE Act and the Ryan White HIV/AIDS Modernization Act of 2005; CFDA No. 93-914).

Track Record/Monitor

The OGC will be responsible for the development, execution, and monitoring of this contract.

BACKGROUND

Since the inception of the Ryan White Program in Miami-Dade County twenty years ago, the Board has authorized the County to apply for, receive, and expend funds awarded by HRSA to assist persons with HIV/AIDS living within the County. Pursuant to Part A and MAI requirements under the Ryan White HIV/AIDS Treatment Extension Act, grantees, such as the County, are authorized to use ten percent

(10%) of the total award for administration, (OGC staff, staff support for federally-mandated planning councils such as the Partnership), and other program support (e.g., case management network and client and billing database system, known as the Service Delivery Information System). Up to an additional five percent (5%) of the total award can be used to cover costs related to the mandated quality management component. In 2002, the Board approved Resolution No. R-675-02 authorizing the County to execute a one-year contract with five (5) one-year options to renew, with Williams, Sterns and Associates, Inc. (WSA) to provide these services.

In early 2006, WSA terminated their contract prior to its expiration because the corporate principals intended to retire, relocate, and close WSA's business operations. To meet federally-mandated quality management service for the County's Ryan White Program, including staff support to the Partnership, training to direct service personnel (medical case managers, physicians, dentists, pharmacists, and other clinical staff) funded by the local Ryan White program the County conducted a competitive Request for Proposal (No.0706) process in April 2006.

On May 4, 2006, the County Manager approved the award of a contract to BSR, a local research and quality management organization with over thirty years of experience in the area, for an initial nine month period with five (5) one-year options to renew at the sole discretion of the County. The amount of the initial contract, which had an effective date of June 1, 2006, was $599,283. This contract was funded through Part A and MAI. Due to changes in the Ryan White program in FY 2007, the County was required to enter into two separate contracts with BSR, one funded by Part A funds and the other by MAI funds, which totaled $929,300 and $104,750, respectively. Please note that the Part A and MAI budget periods were not concurrent (i.e., Part A ran March 1 through February; MAI ran August 1 through July 31), thus the contract did not at this point exceed $1 million per contract year.

The County subsequently exercised options to renew the BSR contract funded through Part A in FY 2007-08, 2008-09, 2009-10 and FY 2010-2011. Copies of the initial and FY 2010-11 contracts are attached hereto as Exhibit A. FY 2007-08, 2008-09, 2009-10 are not included with the resolution because of the voluminous nature of each contract. However, these contracts are substantially the same as those attached hereto and each of them was filed with the Clerk of the Board upon their execution and is readily available for review.

The exercise of the renewal option for BSR's Part A contract resulted in the total contract amount exceeding $1,000,000. Although the County sought the Board's approval for each of the direct service contracts pursuant to Resolution No. R-1381-06, the BSR contract was not included in the list of contracts approved by this resolution because it was understood that the Board's authorization to apply for, receive, and expend Ryan White funds included staff support and the federally-mandated quality management program.

In addition to the BSR contract funded through Part A, the County may also exercise its option to renew BSR's contract funded through MAI. A copy of the MAI contract is attached hereto as Exhibit B The County intends to exercise its fourth of the five (5) one year option to renew. The amount of the FY 2010-2011 MAI contract is $104,750.

It is therefore recommended that the Board retroactively approve BSR's FY 2007-08, 2008-09, 2009-10 and FY 2010-2011 contracts funded through Part A. It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to exercise options to renew contained in both BSR's Part A and MAI funded contracts, which may be in excess of $1 million if renewed.

Jennifer Glazer-Moon, Special Assistant/Director
Office of Strategic Business Management

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CMO2210

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: September 10,2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(4)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(4)
9-10-10

RESOLUTION NO. R-899-10

RESOLUTION RATIFYING AND RETROACTIVELY APPROVING FY 2007-08, 2008-09, 2009-10 AND FY 2010-2011 PROFESSIONAL SERVICES AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND BEHAVIORAL SCIENCE RESEARCH CORPORATION FOR STAFF SUPPORT SERVICES FOR THE MIAMI-DADE HIV/AIDS PARTNERSHIP, INCLUDING A TRAINING PROGRAM FOR DIRECT SERVICE PERSONNEL, AND QUALITY MANAGEMENT SERVICES UNDER PART A AND MINORITY AIDS INITIATIVE OF THE RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE OPTIONS TO RENEW AGREEMENTS WITH BSR, SOME OF WHICH MAY EXCEED ONE MILLION DOLLARS IF RENEWED, AFTER APPROVAL BY THE COUNTY ATTORNEY'S OFFICE; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE AMENDMENT, RENEWAL, TERMINATION, CANCELLATION, AND MODIFICATION CLAUSES OF ANY AGREEMENT ENTERED INTO PURSUANT TO THIS RESOLUTION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies and retroactively approves FY 2007-08, 2008-09, 2009-10 and FY 2010-2011 Professional Services Agreements between Miami-Dade County and Behavioral Science Research Corporation (BSR) for staff support services for the Miami-Dade HIV/AIDS Partnership, including a training for direct service personnel, and quality management services under Part A and the Minority AIDS Initiative (MAI) of the Ryan White HIV/AIDS Treatment Extension Act, in substantially the form attached hereto as Exhibits A and B; authorizes the County Mayor or County Mayor's designee to execute options to renew agreements with BSR funded through Part A and MAI, some of which may exceed one million dollars if renewed, after approval by the County Attorney's Office; and further authorizes the County Mayor or Mayor's designee to exercise amendment, renewal,

termination, cancellation, and modification clauses of any agreement entered into pursuant to this Resolution.

The foregoing resolution was offered by Commissioner Dorrin D. Rolle, who moved its adoption. The motion was seconded by Commissioner Sally A. Heyman and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of September, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: DIANE COLLINS
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

YR 17 MAI Contract
Resolution # R-942-05 & R-507-07
Agenda Item # 14(A)(3) & 3(I)(I)(A)

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this 3RD day of October, 2007 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and Behavioral Science Research Corporation located in Coral Gables, Florida, hereinafter referred to as the "SERVICE PROVIDER," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SERVICE PROVIDER shall provide quality management services for the Ryan White Minority AIDS Initiative (MAI) Program.

WITNESSETH

WHEREAS, the COUNTY has received federal funds from the MAI Grant under the Ryan White HIV/AIDS Treatment Modernization Act of 2006 for providing life-saving care for eligible racial and ethnic minorities living with HIV or AIDS; and

WHEREAS, the COUNTY as grantee for the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), is authorized to purchase said services for eligible racial and ethnic minorities living with HIV or AIDS; and

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

WHEREAS, the Miami-Dade Board of County Commissioners originally passed Resolution No. R-942-05 and R-507-07 on August 23, 2005 and May 8, 2007, respectively, authorizing this Agreement; and

WHEREAS, the SERVICE PROVIDER is desirous of and willing to participate with the COUNTY and with other organizations in accomplishing the goals, purposes and objectives of the Miami-Dade HIV/AIDS Partnership;

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

Article I
Definitions

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

a) "Agreement Date" means the date on which this Agreement is effective, which shall be the date set forth in Article XIII, Section 13.1, Term of Agreement.

b) "Client Identification System (CIS) number" means a unique identifier assigned by the Service Delivery Information System to each recipient of MAI-funded services in order to track the client's participation in the Ryan White Program's system of care.

c) "Contract" or "Contract Documents" or "Agreement" mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), Service Provider's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.

d) "County" means Miami-Dade County, its agents, employees and instrumentalities, including but not limited to the Office of Strategic Business Management.

e) "Days" means Calendar Days, unless otherwise defined in this Agreement.

f) "Deliverables" means all work performed under this Agreement, including documentation and any items of any nature submitted by the SERVICE PROVIDER to the County's Program Director for review and approval pursuant to the terms of this Agreement.

g) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Ryan White Program Director; and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Ryan White Part A Program Director.

h) "Document" or "Documents" mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate document.

i) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

j) "Minority" means a person that defines themselves as coming from one of the following racial/ethnic groups: Black/African American (including Haitian), Hispanic, Asian, Native American, Native Hawaiian/Other Pacific Islander, or more than one race.

k) "PIP" means the Miami-Dade County Ryan White Program's Performance Improvement Plan and/or Program.

l) "Program Director" means Program Director, Miami-Dade County Office of Strategic Business Management, Ryan White Program, or the duly authorized representative designated to manage the Contract.

m) "Scope of Services" means the document attached hereto as Exhibit A, which details the work to be performed by the SERVICE PROVIDER.

n) "Service Delivery Information System (SDIS)" means the electronic system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program's system of care.

o) "Service Provider" means the agency or organization contracted with the COUNTY to provide all services and tasks described or referenced in this Agreement.

p) "Service Provider's Budget" means the documents attached hereto as Exhibit B, which details the allowable direct and indirect/administrative costs that will be funded by the Ryan White Program under this Agreement.

q) "Subcontractor" means any person, entity, firm or corporation, other than the employees of the SERVICE PROVIDER, who furnishes labor and/or materials, in connection with the work, whether directly or indirectly, on behalf and/or under the direction of the SERVICE PROVIDER and whether or not in privity of Agreement with the SERVICE PROVIDER.

r) "Term of the Agreement" means the effective date of this Agreement, as specified in Article XIII, Section 13.1 of this Agreement.

s) "The United States Department of Health and Human Services" means the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).

t) "Work", "Services", "Program", "Project", or "Scope of Services" mean all matters and things required to be done by the SERVICE PROVIDER in accordance with the provisions of this Agreement.

Article II
Responsibilities of the Service Provider

2.1 The SERVICE PROVIDER, by and through its agents, assigned representatives and subcontractors agrees:

A. To provide the planned or proposed services described in the SERVICE PROVIDER'S Scope of Service (Exhibit A) and the SERVICE PROVIDER'S Budget (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SERVICE PROVIDER's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget, budget justification and price form(s) or, where applicable, a price list. The COUNTY reserves the right to adjust the proposed Scope(s) of Service and budget(s) to conform with established Ryan White Program and MAI requirements and limitations.

B. To adhere to the work schedule listed in the attached Scope of Services (Exhibit A), unless modified by written agreement with the COUNTY.

C. To provide such support and planning and policy advice as is requested by the Miami-Dade HIV/AIDS Partnership, the Partnership Chair, the Partnership Chair-Elect, or the County Mayor or his designee, and to be available as needed to provide staff support at meetings of the Miami-Dade HIV/AIDS Partnership and its committees.

D. To submit to the COUNTY, within thirty (30) days of contract execution, a Certificate of Status dated within the calendar year of the contract in the name of the SERVICE PROVIDER which certifies the following: that the SERVICE PROVIDER is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SERVICE PROVIDER'S most recent annual report has been filed, that the status of the SERVICE PROVIDER is active, and that the SERVICE PROVIDER has not filed Articles of Dissolution or a Certificate of Withdrawal.

E. To require all licensed professionals, including those of any subcontractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses, as well as a Miami-Dade County occupational license(s). Ignorance on the part of the SERVICE PROVIDER shall in no way relieve it from any of its responsibilities in this regard. The SERVICE PROVIDER shall submit to the COUNTY, within thirty (30) days of contract execution, copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) days from the date said incident occurs. The SERVICE PROVIDER'S failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

F. To make available the personnel identified by the SERVICE PROVIDER in its response to the COUNTY'S Request for Proposals for these services, and according to the attached Budget (Exhibit B), barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified

replacement personnel will be provided and the COUNTY will be notified in writing within five (5) business days of such replacement. Copies of all required licenses and proof of qualifications must accompany the notification as required. All personnel shall be considered to be, at all times, the sole employees of the SERVICE PROVIDER under its sole direction, and not employees or agents of the COUNTY.

G. To provide continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified and, if applicable, licensed replacement when necessary.

H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.

I. To keep records of services provided and staff time involved; and to prepare and provide, in a timely manner, any and all reports that may be requested by the COUNTY, on an "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable County, State of Florida, and Federal requirements and to verify billings to the COUNTY.

J. To make available all books, records and electronic files, including but not limited to scanned documents, as they relate to this Agreement for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion with or without prior notice, during regular business hours. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the SERVICE PROVIDER for at least five (5) years following the expiration of the Agreement, unless State of Florida laws and/or the COUNTY'S record retention schedule require a lengthier retention period.

K. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the COUNTY, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.

L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SERVICE PROVIDER or any firm, corporation, partnership or joint venture in which the SERVICE PROVIDER has a controlling financial interest in order to secure repayment of any loan made to the SERVICE PROVIDER by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review and/or audit pursuant to Article II, Section 2.1 (H); Article VII, Sections 7.1 through 7.4, and Article VIII, Section 8.3 was not reimbursable. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

M. Not to enter into sub-contracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the COUNTY. Additionally, the COUNTY reserves the right to request from the SERVICE PROVIDER a line item budget and budget justification for each subcontractor under this Agreement in the same format as Exhibit B attached herewith.

Before entering into any sub-contract hereunder, the SERVICE PROVIDER will inform the sub-contractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub-contractor will strictly comply with the requirements of this Agreement.

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

N. Not to discriminate on the basis of race, sex, religion, color, age, marital status, national origin, disability/handicap or sexual orientation in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal and Miami-Dade County laws, regulations, and orders relating to non-discrimination.

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

P. To comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended [33 U.S.C. 1251 et seq. (applies to contract awards in excess of $100,000.00)].

Q. To comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (applies to contract awards in excess of $100,000.00). The SERVICE PROVIDER shall certify to the COUNTY it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The SERVICE PROVIDER shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

R. To comply with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Code of Miami-Dade County Code, which requires an employer, who in the

regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SERVICE PROVIDER.

S. To comply with all the requirements of the Americans with Disabilities Act (ADA), including but not limited to Title I and Title II of the ADA, the Rehabilitation Act of 1973, Section 504, Section 760.50 of the Florida Statutes, and all other applicable federal, state and local laws, regulations, and Executive Orders. In this regard, the SERVICE PROVIDER shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; and/or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SERVICE PROVIDER shall provide program accessibility and effective communication for service recipients and employees. The SERVICE PROVIDER shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title I or Title II violations directly with the Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, Disability Rights Section – NYAV, Washington, D.C. 20530, within 180 days of the date of discrimination. A copy of such complaint must also be filed with Theresa Fiaño, Program Director, Miami-Dade County Office of Strategic Business Management, Ryan White Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit must be completed and on file with the COUNTY within thirty (30) days of contract execution. The SERVICE PROVIDER must be in full compliance with the laws referenced within the affidavit. The SERVICE PROVIDER'S failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XIV of this Agreement.

T. To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in Article II, Section 2.1 (V). The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the SERVICE PROVIDER'S premises, unless otherwise required by law;

(3) Access to confidential information is restricted to authorized personnel of the SERVICE PROVIDER, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Part A Service Delivery Information System (SDIS) are established; and

(9) Procedures are developed and implemented that address client file and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

U. To submit any written policies and procedures, reports and/or forms, to be used by Part A funded providers, to the COUNTY for its written approval prior to the distribution of these documents.

V. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's) HIV status. Notwithstanding these obligations, where State laws do not prevail, SERVICE PROVIDER further agrees to comply with the requirements set forth in the Health Insurance Portability and Accounting Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

(1) Use of information only for performing services required under this Agreement or as required by law;

(2) Use of appropriate safeguards to prevent non-permitted disclosures;

(3) Reporting to the COUNTY of any non-permitted use or disclosure;

(4) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the SERVICE PROVIDER and reasonable assurances that IIHI/PHI will be held confidential;

(5) Making PHI available to the client;

(6) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;

(7) Making PHI available to the COUNTY, the United States Department of Health and Human Services, United States Comptroller General, and/or the United States Office of the Inspector General for an accounting of disclosures; and

(8) Making internal practices, books and records related to PHI available to the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General for compliance audits.

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

W. To participate in the Ryan White Program's Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as further detailed in Article IV, Section 4.3, with the ultimate goals of improving the health status of HIV+ clients, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and improving quality of care and client health outcomes, and for establishing methods of maintaining quality in service delivery.

X. To participate in on-going technical assistance meetings, provider forums, and training workshops offered by the COUNTY and/or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.

Article III
Authority of the County's Program Director

3.1 The SERVICE PROVIDER hereby acknowledges that the County's Program Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

3.2 The SERVICE PROVIDER shall be bound by all determinations or orders and shall promptly obey and follow every order of the Program Director, including the withdrawal or modification of any previous order and regardless of whether the SERVICE PROVIDER agrees with the Program Director's determination or order. Where orders are given orally, they will be issued in writing by the Program Director as soon thereafter as is practicable.

3.3 The SERVICE PROVIDER must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Director. In the event that the SERVICE PROVIDER and the Program Director are unable to resolve their difference, the SERVICE PROVIDER may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

3.4 In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Program Director or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

3.5 The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SERVICE PROVIDER's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SERVICE PROVIDER to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the SERVICE PROVIDER. Except as such remedies may be limited or waived elsewhere in the Agreement, SERVICE PROVIDER reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV
Responsibilities of the County

The COUNTY agrees:

4.1 To monitor the operations of the SERVICE PROVIDER to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SERVICE

PROVIDER and, if appropriate, to the Miami-Dade County Board of County Commissioners or County Auditor.

4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines for the treatment of HIV disease and related opportunistic infections, and to develop strategies for ensuring that such services are consistent with the PHS guidelines for improvement in the access to and quality of health services.

4.3 To develop and implement the Ryan White Program's Performance Improvement Plan (PIP) and Quality Management Program to ensure that HIV+ clients have equitable access to high quality care, to improve clinical outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Strategic Business Management, the Miami-Dade HIV/AIDS Partnership, service providers, Quality Management Staff, and the Performance Improvement Advisory Team (PIAT)], to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with County and Federal mandates.

4.4 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said confidentiality, IIHI and/or PHI as required by HIPAA.

Article V
Joint Responsibilities

5.1 Both parties agree that the confidentiality of the clients served by the Ryan White MAI Program shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring and evaluation provided; however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.

Article VI
Requirements Related to Use of Ryan White Minority AIDS Initiative Funds

6.1 The SERVICE PROVIDER agrees to comply with applicable provisions of Federal, State and County laws, regulations and rules, which includes but is not limited to OMB Circulars A-122 and 48 CFR, Subpart 31, as amended.

6.2 The SERVICE PROVIDER agrees to abide by all of the requirements of the Ryan White Minority AIDS Initiative (MAI), as may be amended.

6.3 The SERVICE PROVIDER agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to eligible minority persons living with HIV or AIDS.

6.4 Funds shall not be used to:

A. Purchase or improve land, or to purchase, construct or make permanent improvement to any building.

B. Make direct payment to recipients of services, except in the form of food or personal hygiene products, or transportation vouchers as applicable to this Agreement.

6.5 The SERVICE PROVIDER shall:

A. Participate in continuous quality improvement activities, in the coordination of service delivery and case management efforts among Ryan White MAI service providers, including service provider forums, workshops, and other related activities;

B. Participate in activities related to the development of a community-based continuum of care encompassing the comprehensive range of services required by eligible ethnic and minority individuals or families with HIV infection in order to meet their health care and social service needs throughout the course of their illness;

C. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints and/or problems identified by clients or other care providers. The SERVICE PROVIDER'S internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SERVICE PROVIDER to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SERVICE PROVIDER; and, a timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SERVICE PROVIDER site; and

D. Establish internal quality management and continuous quality improvement procedures, including staff training.

Article VII
Reporting, Record-keeping and Evaluation Studies

7.1 The SERVICE PROVIDER shall keep adequate and legible records of services provided as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SERVICE PROVIDER shall maintain, and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SERVICE PROVIDER and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws and/or the COUNTY'S record retention schedule require a lengthier retention period.

A. At a minimum, the following records shall be kept:

(1) Documentation, in the form of a final line item budget, reflecting any joint costs (final expenditures) included in the SERVICE PROVIDER'S approved contract budget(s) for the provision of HIV-related services under the Ryan White MAI Program. All costs must be itemized and allocated for payment by the applicable sources of income for each service category;

(2) Documentation of staff time spent on the services required herein; and

(3) Records of requests from the Miami-Dade HIV/AIDS Partnership for special analyses and/or reports, and the responses made to such requests.

B. As to reports, the SERVICE PROVIDER shall report to the COUNTY monthly, on or by the twentieth day of the month following the month in which services were provided, on forms to be provided by the COUNTY, regarding the progress of implementing funded services in accordance with the provisions of 45 CFR Part 92, Subpart C and the Ryan White Program's Minority AIDS Initiative, as may be amended. These monthly reports shall include but not be limited to: needs assessment data, analyses, and reports; and strategic planning documents.

C. The SERVICE PROVIDER shall submit an Annual Progress Report to the COUNTY on a form to be provided by the COUNTY and as defined herewith in Exhibit A, Other Reporting Requirements.

D. The SERVICE PROVIDER shall provide annually the Ryan White HIV/AIDS Program Data Report (formerly known as the CARE Act Data Report) to the COUNTY on a form to be provided by the COUNTY and as defined herewith in Exhibit A, Other Reporting Requirements. The Ryan White HIV/AIDS Program Data Report is a comprehensive report that pertains to all Ryan White Program funding, including MAI funding.

E. The SERVICE PROVIDER shall submit to the COUNTY a final line item budget, separate for each funded service, itemizing all Ryan White Program, MAI, and other funding received and actual expenditures incurred during the contract period. The final line item budget must be based on the actual amount reimbursed by the Ryan White Program, including MAI, and must reflect all changes made to the SERVICE PROVIDER'S MAI award amounts (increases and/or decreases) and budget revisions approved by the COUNTY. The final line item budget must be submitted no later than forty-five (45) calendar days following the end of the contract period, or at any time specified by the COUNTY. This final line item budget must be consistent with the applicable regulations and OMB Circulars (including but not limited to A-122 and 48 CFR, Subpart 31.

F. The SERVICE PROVIDER shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of $1,000.00 or more per item and with a normal life of one or more years, not including equipment directly related to the Service Delivery Information System. All nonexpendable property purchased with Federal Ryan White and MAI funds from this and previous agreements with the COUNTY shall be

inventoried annually by the SERVICE PROVIDER and an inventory report submitted to the COUNTY, on a format to be provided by the COUNTY.

1. The SERVICE PROVIDER'S nonexpendable property records shall include:

   (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;

   (b) Location of nonexpendable property;

   (c) Model number and manufacturer's serial number;

   (d) Date of acquisition;

   (e) Property cost;

   (f) Property inventory number;

   (g) Information on its condition; and

   (h) Information on its transfer, replacement or disposition.

2. Title (ownership) to all nonexpendable personal property as identified above in Section 7.1 (G)(1) that was purchased with Federal Ryan White and MAI funds shall vest in the COUNTY.

3. The SERVICE PROVIDER must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal Ryan White and MAI funds. The SERVICE PROVIDER shall dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.

4. All equipment and products purchased with Ryan White and MAI grant funds should be American-made.

G. The SERVICE PROVIDER shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the time of the COUNTY'S request.

7.2 The SERVICE PROVIDER agrees to participate in evaluation studies, quality management activities, Performance Improvement Plan activities, and needs assessments sponsored by the U.S. Health Resources and Services Administration (HRSA) and/or analyses carried out by or on behalf of the COUNTY and/or the Miami-Dade HIV/AIDS Partnership to evaluate the effectiveness of client service activities or the appropriateness and quality of care/service. Accordingly, the SERVICE PROVIDER shall:

A. Permit right of access of staff involved in such efforts to SERVICE PROVIDER'S premises and records;

B. Participate in ongoing meetings and service provider forums aimed at increasing, enhancing, maintaining and evaluating coordination and collaboration among HIV related health and support service providers; and

C. Conduct record review processes and exit interviews, and assist providers in addressing recommended improvements and/or mandated corrective actions.

7.3 The SERVICE PROVIDER agrees to participate in the Ryan White Program's Service Delivery Information System (SDIS). This participation shall, at a minimum, assure:

A. The right of access of COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the SDIS, on behalf of the COUNTY, to the SERVICE PROVIDER'S premises, equipment, electronic files, client files, and where appropriate, medical records;

B. Compliance with all policies and procedures related to the full use of the SDIS as required by the COUNTY;

C. Completion of an annual inventory report of all SDIS software and hardware located at the SERVICE PROVIDER'S site. A copy of this inventory report must be sent to the COUNTY and/or authorized individuals providing information system services on behalf of the COUNTY;

D. The submission of a written request to the County (via U.S. mail, facsimile, or electronic mail) for any additional staff, equipment, and/or telecommunication lines needed to access the SDIS. Requests for additional staff to gain access to the SDIS must be submitted to the COUNTY within fifteen (15) days of the date of hire. The written request shall, at a minimum, include a justification for the request, the type and number of equipment items and/or telecommunication lines needed, and the number and names of the staff members that will need access to the SDIS, as well as a description of their responsibilities and their start date under this Agreement; and

E. Participation of appropriate SERVICE PROVIDER staff persons in on-going SDIS technical assistance and training workshops and user support groups.

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

7.5 The SERVICE PROVIDER shall:

A. Maintain appropriate systems, in addition to the Ryan White Program's Service Delivery Information System, to ensure compliance with all record-keeping and reporting requirements;

B. Keep accounting records which conform with generally accepted accounting principles which shall include but not be limited to a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the COUNTY. All such records shall be retained by the SERVICE PROVIDER for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws and/or the COUNTY'S record retention schedule require a lengthier retention period;

C. Furnish to the COUNTY copies of the annual certified public accountant's audit report and all related financial statements made in accordance with applicable OMB Circulars (A-21, A-87, A-122, A-128, and A-133) and 48 CFR, Subpart 31, contract cost principles and procedures, and the related financial statements. The audit(s) performed shall be on each of the organization's fiscal year(s) during which Ryan White MAI Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent auditors. Non-Federal entities that expend less than $500,000 per fiscal year, in awards from all Federal sources with fiscal years ending after December 31, 2003, are exempt from the OMB Circular A-133 audit requirements awards for that year, but such entities are still required to submit a certified report of audited financial statements. A copy of the complete audit report must be received by the COUNTY no later than six (6) months following the end of the SERVICE PROVIDER'S fiscal year, unless the COUNTY agrees to an extension in writing; and

D. Include record-keeping and reporting requirements in all COUNTY approved subcontracts that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of Service (Exhibit A) and meet all requirements set forth in Article II, Section 2.1 (L).

Article VIII
Amount Payable

8.1 Both parties agree that should funding to the COUNTY for health and support services for eligible racial and ethnic minorities living with HIV or AIDS be reduced or should the SERVICE PROVIDER fail to maintain a documented expenditure pattern consistent with the attached Scope of Service (Exhibit A) and Service Budget documents (line item budgets and budget justifications) (Exhibit B) based on actual reimbursements, the amounts payable under this Agreement may be proportionately reduced or eliminated at the option of the COUNTY, as detailed in Section 8.3 below. In any event, the maximum amount payable under this Agreement shall not exceed:

Service Category	Amount
Quality Management Services for the Ryan White MAI Program:	$104,750

8.2 It is clearly understood that all services requested are on an "as needed basis" and that the service estimate, or maximum amount payable referred to in this Agreement, in no way constitutes a guarantee of the level of effort that may be requested from the SERVICE PROVIDER or a guarantee of a specific amount payable.

8.3 The SERVICE PROVIDER'S budget(s) will be reduced accordingly, if the department designated by the County Manager to administer the grant finds that:

A. The SERVICE PROVIDER failed to maintain a documented expenditure pattern of average monthly reimbursement requests; or

B. There were any significant deviations from the approved Scope of Service (Exhibit A) indicating that the SERVICE PROVIDER is not spending at a rate that would absorb its full allocation, for any category of service, within the contract period.

8.4 In the event the COUNTY determines that a reduction in the SERVICE PROVIDER'S budget(s) is necessary, the COUNTY shall notify the SERVICE PROVIDER in writing within thirty (30) days of said reduction.

Article IX
Project Budget and Method of Payment

9.1 The SERVICE PROVIDER agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service, Exhibit A. Failure to submit monthly reimbursement request(s) in a manner satisfactory to the COUNTY by the twentieth day of each month following the month in which services were delivered, shall render the SERVICE PROVIDER in non-compliance with this Article, unless the COUNTY has granted the SERVICE PROVIDER an extension in writing. The COUNTY may require the SERVICE PROVIDER to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving five (5) calendar days written notice of such action to be taken. The invoices shall be properly documented and prepared in accordance with the COUNTY'S Ryan White Program reimbursement policies. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount claimed.

A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SERVICE PROVIDER as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SERVICE PROVIDER as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

B. No payments will be made without original certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY'S General Service Administration, Risk Management Division, as specified under Article XI, Section 11.2.

C. The contract close-out invoice along with any outstanding reports shall be submitted no later than thirty (30) calendar days following the end of the contract period. If the SERVICE PROVIDER fails to comply, all rights to payment will be forfeited.

9.2 At the option of the COUNTY, reimbursement shall be consistent with the SERVICE PROVIDER'S approved Service Budget documents (line item budgets and budget justifications) (shown as Exhibit B attached herewith), and on the basis of one or more of the following items:

A. Staff Time: to be invoiced by copy of the SERVICE PROVIDER'S time sheets and payroll records;

B. Deliverables: Documentation of work performed under this Agreement as detailed in Exhibit A;

C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; and/or

D. Overhead rate (administrative charge): shown in approved Service Budget.

9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, and/or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. Upon written notice to the SERVICE PROVIDER, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SERVICE PROVIDER. Upon withholding or seeking reimbursement from the SERVICE PROVIDER, the COUNTY has the right to retain said funds. Notice shall be provided by the COUNTY to the SERVICE PROVIDER within ten (10) days from the date the COUNTY is informed by the SERVICE PROVIDER, other source or the COUNTY discovers through its independent inspection, review, and/or audit pursuant to Article II, 2.1 (I) that the SERVICE PROVIDER was not entitled to any or all funds claimed under this or any current or prior Agreement between the SERVICE PROVIDER and the COUNTY.

9.4 The SERVICE PROVIDER'S actual expenditures shall not deviate from the approved Service Budget attached herein as Exhibit B without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.

9.5 Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement. The SERVICE PROVIDER will not be allowed to request a budget revision after the expiration date of the Agreement.

9.6 The SERVICE PROVIDER agrees to send all invoices and reports to the following address:

Miami-Dade County
Office of Strategic Business Management (OSBM)
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Program Director

9.7 Documents requiring original signatures must be mailed or hand delivered to the address listed above in Section 8.6. All other documents or reports may also be sent to OSBM via email or facsimile (305-375-4454) if prior arrangements are made by SERVICE PROVIDER and COUNTY.

9.8 The COUNTY agrees to review invoices and to inform the SERVICE PROVIDER of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the COUNTY'S Ryan White Program reimbursement policies shall be mailed to the SERVICE PROVIDER, or if approved, via electronic transfer (direct deposit) by the COUNTY'S Finance Department.

9.9 The SERVICE PROVIDER agrees to comply with any changes to the reimbursement procedures specified by the COUNTY, including changes to required information and format of monthly reimbursement reports.

Article X
Representations and Warranties

10.1 The SERVICE PROVIDER represents and warrants to the COUNTY as follows:

A. **Organization.** The SERVICE PROVIDER is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, and operate its properties and assets. The SERVICE PROVIDER is aware of and is in compliance with all applicable State and Federal laws.

B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SERVICE PROVIDER. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order or decree of the SERVICE PROVIDER or any of its officers.

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

Article XI

Indemnification and Insurance

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

11.2 **Insurance.** The SERVICE PROVIDER shall furnish to the COUNTY's General Services Administration, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statute, Chapter 440.

C. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SERVICE PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000. Furthermore, the SERVICE PROVIDER'S staff may not use personal vehicles to conduct business and/or transport clients under this Agreement unless said staff has sufficient Automobile Liability Insurance as noted above. The COUNTY will be held harmless of any liability claim under this Agreement based on an occurrence involving the staff person's personal vehicle.

E. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the SERVICE PROVIDER. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

OR

2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

F. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the SERVICE PROVIDER hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County (i.e., certificate holder).

G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.

H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.

Article XII
Conflict of Interest

12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.

12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by SERVICE PROVIDER shall be employed by the SERVICE PROVIDER unless the employment preceded the execution of this Agreement by one year. No family member of any employee may be employed by the SERVICE PROVIDER if the family member is to be employed in a direct supervisory and/or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have

the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

a. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

b. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

c. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

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

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

This section applies to both full-time and part-time employees and voting members of the SERVICE PROVIDER'S Board of Directors.

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

Article XIII
Term of Agreement

13.1 **Effective Term.** The effective term of this Agreement shall be from August 1, 2007 through July 31, 2008.

The COUNTY, for a total of not more than five (5) years from the date of this Agreement, may renew the Agreement in successive one-year increments, beginning with the grant budget calendar of March through February, provided that all the terms and conditions, including performance measures set forth in the Scope of Services (Exhibit A) and service costs outlined in the approved line item budget(s) (Exhibit B), are met. Additionally, the SERVICE PROVIDER shall submit a revised Exhibit A and Exhibit B to the COUNTY for the subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term.

Although the renewal is at the COUNTY's option, the refusal of the SERVICE PROVIDER to agree to said renewal of, does not constitute a breach of this Agreement. However, if the SERVICE PROVIDER does not agree to renew this Agreement, the SERVICE PROVIDER shall provide written notification to the COUNTY within ten (10) calendar days from receipt of the COUNTY's renewal notification and shall submit to the COUNTY a transition plan for the SERVICE PROVIDER's clients for all services included in this Agreement. Said transition plan shall include appropriate arrangements, i.e., referrals to other service providers and/or funding streams, which are made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SERVICE PROVIDER will be responsible for ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

Article XIV
Suspension, Debarment and Termination

14.1 **Suspension.**

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

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

1. Ineffective or improper use of any funds provided hereunder by the SERVICE PROVIDER;

2. Failure by the SERVICE PROVIDER to materially comply with any terms, conditions, representations, or warranties contained herein;

3. Failure by the SERVICE PROVIDER to submit any documents required under this Agreement; or

4. The SERVICE PROVIDER'S submittal of incorrect or incomplete documents.

14.2 **Debarment.**

1. Pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension," certain contracts shall not be made to parties listed on the nonprocurement portion of the United States General Services Administration's "Lists of Parties Excluded from federal procurement or Nonprocurement Programs". The SERVICE PROVIDER, with an award in excess of $100,000, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement.

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

14.3 **Termination.**

1. **Termination at Will** - This Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY and/or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SERVICE PROVIDER will have five (5) days from the day the notice is delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement. However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.

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

   If the SERVICE PROVIDER decides or agrees to terminate this Agreement, appropriate arrangements (i.e., referrals to other service providers and/or funding streams) must be made to ensure minimal

interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SERVICE PROVIDER will be responsible for ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

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

4. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SERVICE PROVIDER is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not materially complying with any term or provision provided herein, including the following:

   1) The SERVICE PROVIDER ineffectively or improperly uses the funds allocated under this Agreement;

   2) The SERVICE PROVIDER does not furnish the Certificates of Insurance required by this Agreement or as determined by the COUNTY's Risk Management Division;

   3) The SERVICE PROVIDER does not submit or submits incomplete or incorrect required reports;

   4) The SERVICE PROVIDER refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, and/or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SERVICE PROVIDER'S program;

   5) The SERVICE PROVIDER discriminates under any of the laws outlined in this Agreement;

   6) The SERVICE PROVIDER, if required, fails to offer and/or provide Domestic Violence Leave to its employees pursuant to the Code of Miami-Dade County;

   7) The SERVICE PROVIDER falsifies or violates the provisions of the Drug Free Workplace Affidavit;

   8) The SERVICE PROVIDER attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;

9) The SERVICE PROVIDER fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;

10) The SERVICE PROVIDER fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;

11) The SERVICE PROVIDER fails to meet any of the terms and conditions of the Miami-Dade County Affidavits; or

12) The SERVICE PROVIDER fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement.

The SERVICE PROVIDER shall be given written notice of the claimed breach and ten (10) business days to cure same. Unless the SERVICE PROVIDER'S breach is waived by the COUNTY in writing, or unless the SERVICE PROVIDER fails, after receiving written notice of the claimed breach by the COUNTY to take steps to cure the breach within ten (10) business days after receipt of the breach, the COUNTY may, by written notice to the SERVICE PROVIDER, terminate this Agreement upon no less than thirty (30) business days. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

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

Article XV
Event of Default

15.1 An Event of Default shall mean a breach of this Agreement by the SERVICE PROVIDER. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the SERVICE PROVIDER has not delivered Deliverables on a timely basis.

ii. the SERVICE PROVIDER has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the SERVICE PROVIDER has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the SERVICE PROVIDER has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SERVICE PROVIDER's creditors, or the SERVICE PROVIDER has taken advantage of any insolvency statute or debtor/creditor law or if the SERVICE PROVIDER's affairs have been put in the hands of a receiver;

v. the SERVICE PROVIDER has failed to obtain the approval of the County where required by this Agreement;

vi. the SERVICE PROVIDER has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the SERVICE PROVIDER has failed in the representation of any warranties stated herein.

15.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the SERVICE PROVIDER's ability to perform the Services or any portion thereof, the County may request that the SERVICE PROVIDER, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the SERVICE PROVIDER's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the SERVICE PROVIDER for portions of the Services which the SERVICE PROVIDER has not performed. In the event that the SERVICE PROVIDER fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

15.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

Article XVI
Notice of Default – Opportunity to Cure/Termination

16.1 If an Event of Default occurs, in the determination of the COUNTY, the COUNTY may so notify the SERVICE PROVIDER ("Default Notice"), specifying the basis for such default, and advising the SERVICE PROVIDER that such default must be cured immediately or

this Agreement with the COUNTY may be terminated. Notwithstanding, the COUNTY may, in its sole discretion, allow the SERVICE PROVIDER to rectify the default to the COUNTY's reasonable satisfaction within a thirty (30) day period. The COUNTY may grant an additional period of such duration as the COUNTY shall deem appropriate without waiver of any of the COUNTY's rights hereunder, so long as the SERVICE PROVIDER has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the COUNTY prescribes. The default notice shall specify the date the SERVICE PROVIDER shall discontinue the Services upon the Termination Date.

Article XVII
Remedies in the Event of Default

17.1 If an Event of Default occurs, the SERVICE PROVIDER shall be liable for all damages resulting from the default, including but not limited to:

i) lost revenues;

ii) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the COUNTY for reprocurement of Services, including procurement and administrative costs; and,

iii) such other direct damages.

17.2 The SERVICE PROVIDER shall also remain liable for any liabilities and claims related to the SERVICE PROVIDER's default.

17.3 The COUNTY may also bring any suit or proceeding for specific performance or for an injunction.

Article XVIII
Office of Inspector General /Independent Private Sector Inspectors General

18.1 **Independent Private Sector Inspector General Reviews**

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

18.2 **Miami-Dade County Inspector General Review**

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

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

Upon written notice to the SERVICE PROVIDER from the Inspector General or IPSIG retained by the Inspector General, the SERVICE PROVIDER shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the SERVICE PROVIDER's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which

involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Article XIX
Miscellaneous Provisions

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

If to the COUNTY:

Miami-Dade County
Office of Strategic Business Management
Ryan White Program
111 N.W 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Program Director
Electronic mail: fianot@miamidade.gov

If to the SERVICE PROVIDER:

Dr. Robert A. Ladner
President
Behavioral Science Research Corporation
2121 Ponce de Leon Blvd., Suite 250
Coral Gables, Florida 33134
Electronic mail: Rladner@behavioralscience.com

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

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

19.3 In addition, the SERVICE PROVIDER must comply with all COUNTY contracting requirements described in Article II, Section 2.1 of this Agreement.

19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments

to this Agreement without the written consent of the SERVICE PROVIDER, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State and Federal governments.

19.5 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SERVICE PROVIDER and the COUNTY, or any department of the COUNTY unless specifically stated herein.

19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SERVICE PROVIDER and/or its subcontractor(s) for the purpose of this Agreement, including all information stored in the Ryan White Program's Service Delivery Information System, shall become the property of the COUNTY without restriction, reservation or limitation of their use and shall be made available by the SERVICE PROVIDER and/or its subcontractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.

19.7 When issuing statements, press releases, request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the SERVICE PROVIDER shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and, (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Article XX
Business Applications and Forms

20.1 Business Application. The SERVICE PROVIDER shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the SERVICE PROVIDER to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

20.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

Article XXI
Bankruptcy

21.1 The COUNTY reserves the right to terminate this contract, if, during the term of any contract the SERVICE PROVIDER has with the COUNTY, the SERVICE PROVIDER becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the SERVICE PROVIDER under federal bankruptcy law or any state insolvency law.

Article XXII
Order of Precedence

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

1. The Terms and Conditions in this Agreement;
2. The special conditions contained in Exhibits "A" through "B" attached herewith:
   Exhibit A - Scope of Services
   Exhibit B - Budget

Article XXIII
Survival

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

Article XXIV
Mutual Obligations

24.1 This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

24.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

24.3 In those situations where this Agreement imposes an indemnity obligation on the SERVICE PROVIDER, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SERVICE PROVIDER fails to diligently

defend such claims, and thereafter seek indemnity for costs from the SERVICE PROVIDER.

24.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the Service Provider, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.

24.5 Nothing herein shall alter, affect, modify, change or extend any other agreement between the Service Provider and the COUNTY, or any department of the COUNTY unless specifically stated herein.

24.6 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

24.7 This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.

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

BEHAVIORAL SCIENCE RESEARCH CORPORATION

By: _____

Name: ROBERT A. LANDER

Title: PRESIDENT

Date: 9/28/07

Attest: _____
Corporate Secretary/Notary Public

Name/Title: _____

Corporate Seal/Notary Seal

NOTARY PUBLIC-STATE OF FLORIDA
Deborah J. Shaw
Commission #DD388023
Expires: JAN. 19, 2009
Bonded Thru Atlantic Bonding Co., Inc.

MIAMI-DADE COUNTY

By: _____

Name: George M. Burgess

Title: County Manager

Date: Oct. 3, 2007

Attest: _____
Clerk of the Board

Name/Title: E. ADDEN
Deputy Clerk

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

Approved for form and legal sufficiency:

_____
Assistant County Attorney

Behavioral Science Research Corporation (BSR)
Ryan White Program
Scope of Work: Minority AIDS Initiative (MAI) Quality Management Services
August 1, 2007 through July 31, 2008

I Reducing Dropout Rates Among Minority PLWHAs In Care and Treatment

As part of the Quality Management Scope of Services provided for the 2007-2008 program year, Behavioral Science Research conducted an analysis of the impact of outreach activities on bringing new clients into the Ryan White care and treatment network, as well as the impact of outreach on returning clients to care after they had dropped out. The "dropout rate" became an issue of concern when it was determined that for the past two program years, roughly 20% of the clients who were eligible for care and treatment at the beginning of the year were not in care, and while some of these clients may not have been in care for a variety of reasons – having moved away from the EMA, having died, being incarcerated, enrolled in other payor programs, or otherwise deemed no longer eligible to receive services from the Ryan White Program – a substantial number appear to have simply dropped out of care.

The "care dropouts" account for about 80% of the "no longer in care" clients tracked by the Service Delivery Information System (SDIS): the majority of these clients are minorities (32% Hispanic, 56% non-Hispanic black), and although this is generally congruent with the population in care in the Miami-Dade EMA, the non-Hispanic black not-in-care percentage is significantly higher than the percentage of Blacks in care overall (56% not in care versus 50% overall). Preliminary research also noted that although some clients returned to care within 18-24 months – some through outreach, some without -- the majority did not.

II Scope of Quality Improvement Activities

The Minority AIDS Initiative (MAI) scope of work is directed toward identifying the client-based and system-based factors that lead to minority PLWHAs dropping out of care, developing training programs and interventions in provider agencies to reduce the likelihood of clients dropping out of care, testing the actual impact of these activities on treatment retention, and identifying ways to return PLWHAs to care more rapidly and with greater treatment continuity than has been the case in the past.

The work will follow established Quality Improvement processes and procedures to address both the problems of PLWHA treatment dropouts and the processes of re-engaging PLWHAs who have fallen out of care, using the MAI medical case management and MAI outreach program processes as points of intervention. BSR will determine the qualitative and quantitative factors that constitute "root causes" of treatment dropouts, determine the relative impacts of these factors and the potential for intervention, develop interventions to address the most compelling factors and test the interventions to measure their effectiveness. In concert with outreach evaluations that are already part of the Quality Management Scope of Services for the Ryan White Program (Budget Period March 1, 2007 – February 29, 2008), BSR will apply insights from evaluation of outreach techniques and procedures currently in place, and findings from this MAI QM Outreach project to recommending mechanisms for improving outreach to PLWHAs who need to be returned to care, reaching more treatment dropouts earlier in the dropout process and with greater impact on re-engagement. While research is a necessary component of this Quality Improvement process, the main emphasis is on finding ways to improve care to minority PLWHAs, reducing the treatment drop-out rate and increasing treatment re-engagement by developing, testing and disseminating interventions to address these factors, and developing, testing and disseminating better ways to re-engage clients who have dropped out of care.

Under this Scope of Work, BSR will:

I. Identify potential client-based and system-based "structural (quantitative) risk factors" contributing to dropout. These include background characteristics of the minority clients, patterns of Part A and non-Part A care, and identification of provider medical case management agencies with the highest rates of minority PLWHA dropouts. This analysis will be based on SDIS data. Preliminary data will be available from this exercise by November 15, 2007.

II. Identify potential client-based and system-based "process (qualitative) risk factors" contributing to dropout. Conduct focus groups with minority PLWHAs engaged in treatment in provider agencies with high dropout and low dropout rates, and 100 personal interviews among minority PLWHAs who had dropped out of care and who had returned. Conduct focus groups with case managers at provider agencies with low dropout rates and high dropout rates. Note: similar focus groups with high-success and low-success outreach workers are already part of the outreach process assessment in Year 17. Preliminary data will be available from this exercise by January 15, 2008.

III. Conduct personal interviews with 100 minority PLWHAs who have dropped out of treatment and who had not returned, to assess differences between short-term, intermediate-term and long-term dropout behavior, to identify the dropout motivations and to determine post-dropout lifestyle changes and treatment activities. Note: some of these interviews may be conducted by BSR in conjunction/cooperation with outreach activities by Part A providers. Preliminary data will be available from this exercise by January 15, 2008.

IV. Develop and structure mechanisms that may be used as "early warning" indicators to identify at-risk PLWHA clients in treatment, and preemptively support the clients in the case management process, seeking to prevent treatment dropouts. Develop and structure interventions directed toward remediation of provider-level or case manager-level case manager flaws that increase the likelihood of clients dropping out of treatment. These mechanisms may be proposed as early as December 1, 2007, after all data collection has been completed, but will continue to be refined in conjunction with case manager and outreach worker input through February 2008.

V. Develop and structure client follow-up and outreach mechanisms that may be used by outpatient medical and oral health service providers, case managers and outreach workers, to re-engage minority clients in care after missed appointments. Develop and structure intermediate-term and long-term outreach mechanisms that may be used by outreach providers to re-engage minority PLWHAs into care. These mechanisms may be proposed as early as December 1, 2007, but will continue to be refined in conjunction with case manager and outreach worker input through February 2008.

VI. Test the effectiveness of early warning mechanisms, provider-level service delivery modifications and client follow-up/outreach mechanisms, using cooperating provider agencies as evaluation sites, and track the impact of these interventions on dropout rates. The implementation of these Quality Improvement (QI) modifications may begin as early as February/March 2008, with assessment of dropout rates in May/June 2008.

The work outlined above would be conducted in full transparency with to the Miami-Dade County Office of Strategic Business Management (OSBM) and with the Performance Improvement Advisory Team. BSR will submit monthly summaries of activities conducted in accordance with this scope of work to OSBM, along with accompanying back-up materials in a format previously agreed upon with the County.

III Hours of Operation, Service Location and Principal Contact

BSR office hours are from 8:00 a.m. to 6:00 p.m., but professional staff will be available for evening or weekend hours as needed. Most training activities will be conducted on workdays during regular operating hours. No direct services will be provided to consumers of HIV/AIDS services. All work will be performed at BSR's corporate offices located at 2121 Ponce de Leon Boulevard, Suite 250, Miami, Florida 33134, or in the field, as appropriate.

Person Responsible for Program Administration

Dr. Robert A. Ladner, President
Behavioral Science Research Corporation (BSR)
2121 Ponce de Leon Boulevard, Suite 250
Coral Gables, Florida 33134
Office Number: (305) 443-2000
Fax Number: (305) 448-6825
rladner@behavioralscience.com

RYAN WHITE MINORITY AIDS INITIATIVE (MAI)
ADDITIONAL REPORTING REQUIREMENTS

Behavioral Science Research, Inc. agrees to, at a minimum, assure completion of the following reporting requirements:

Ryan White HIV/AIDS Program Data Report (formerly known as the Ryan White CARE Act Data Report)

- Name and Address of Provider
- Taxpayer Identification Number
- Contact Information (Name, Title, Phone and Fax Number, and Email Address)
- Name of Person Completing Report
- Calendar Year for Reporting
- Reporting Scope
- Provider Type
- Ownership Status
- Source(s) of Ryan White Program Funding
- Indicate if Agency Provided the Grantee with Support in:
    - Planning or Evaluation
    - Administrative or technical support
    - Fiscal Intermediary Services
    - Technical Assistance
    - Capacity Development
    - Quality Management

MAI Progress Report:

- Information regarding accomplishments in the implementation of the MAI-funded program.
- Information regarding delays, challenges, and difficulties related to the implementation of MAI-funded program, including standards of care and continuous quality improvement activities, daily operation of funded programs, and the Service Provider's strategies for resolving these issues.

Annual Inventory Report:

- All nonexpendable property purchased with Federal Ryan White MAI funds from this and previous agreements with the County shall be inventoried annually by the Service Provider and an inventory report submitted to the County, in a format to be approved by the County. Nonexpendable personal property, is defined as tangible personal property of a

nonconsumable nature, with a value of $750 or more per item and with a normal life of one or more years.

- Nonexpendable property records shall indicate:
    - A description of the property and its use in relation to the provision of services as identified in Exhibit A;
    - Location of nonexpendable property;
    - Model number and manufacturer's serial number;
    - Date of acquisition;
    - Property cost;
    - Property inventory number;
    - Information on its condition; and
    - Information on its transfer, replacement or disposition.

EXHIBIT B

FY 2007-08
MAI Contract
August 1, 2007 - July 31, 2008

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
Behavioral Science Research Corporation	Quality Management Services for the Ryan White Minority AIDS Initiative (MAI) Program	September 1, 2007 - July 31, 2008

Object Class Categories		Ryan White		Other Funding					
DIRECT COSTS:		MAI Service Costs	MAI Indirect/Admin. Costs*	Other Ryan White Title I (Part A) Funds	All Other Federal Funds	City and/or State	General Oper./ Private	Total Cost For Budget Period	Percent Charged to MAI
Personnel									
1. Position	Project Director	$12,824		$54,600			$72,488	$139,912	9%
Fringes	Dr. Robert Ladner 35%	$4,488		$19,349			$25,744	$49,581	9%
2. Position	Senior Analyst	$5,703		$9,105			$16,301	$31,109	18%
Fringes	Petra Brock-Getz 21%	$1,175		$1,929			$3,490	$6,594	18%
3. Position	Quality Mgmt. Process Analyst	$37,500						$37,500	100%
Fringes	Vacant (10/1/07 - 7/31/08) 25%	$9,375						$9,375	100%
4. Position									
Fringes									
5. Position									
Fringes									
Travel (QM Process Analyst and Field Evaluators - MAI only)		$610						$610	100%
Supplies (MAI only)		$1,100						$1,100	100%
Contractual: Field Evaluators (MAI only)		$10,250						$10,250	100%
Other Direct Costs: Focus Group Facility (MAI only)		$2,000						$2,000	100%
Other Direct Costs: Incentives to Minority PLWHAs (MAI only)		$3,000						$3,000	100%
Other Direct/Indirect Costs: Rent - Offices		$6,250	$7,500	$51,895			$114,140	$179,785	8%
Other Indirect Costs: Staff Parking and Other Administrative Expenses			$2,975	$12,974			$23,261	$39,210	8%
TOTAL		$94,275	$10,475	$149,852			$255,424	$510,026	
TOTAL AWARD		$104,750							

*Total not to exceed 10% of Contract Award

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BEHAVIORAL SCIENCE RESEARCH CORPORATION (BSR)
LINE ITEM BUDGET JUSTIFICATION
QUALITY MANAGEMENT SERVICES FOR THE RYAN WHITE MINORITY AIDS INITIATIVE (MAI) PROGRAM
RYAN WHITE MAI CONTRACT – FY 2007-08
SEPTEMBER 1, 2007 – JULY 31, 2008

DIRECT COSTS ($94,275)

Personnel: Salaries and Fringe Benefits ($71,065)

Project Director ($12,824):
This line item represents the salary of one (1) full-time Project Director (Dr. Robert Ladner - President of Behavioral Science Research Corporation), who will dedicate 9% of his time to Minority AIDS Initiative (MAI) Quality Management activities during the period of September 1, 2007 through July 31, 2008. In total, during this budget period, Ryan White/MAI funds will be used to support 89% of Dr. Ladner's salary and fringe benefits, split between the Part A Quality Management budget [direct (35%) and indirect (5%)], the Staff Support budget [direct (30%) and indirect (10%)], and the MAI Quality Management budget [direct 9%]. Dr. Ladner is responsible for direction of the MAI quality management project, including coordinating all activities and acting as liaison to the Ryan White MAI grantee, Miami-Dade County Office of Strategic Business Management. Dr. Ladner will coordinate all aspects of the program, including research, evaluation, quality management design, intervention development and testing. Dr. Ladner will directly oversee the work of the Senior Analyst and Quality Management Process Analyst. Ryan White MAI is being asked to cover 9% of this position's salary and fringe benefits during the 11-month budget period.

Senior Analyst ($5,703):
This line item represents the salary of one (1) part-time Senior Analyst (Petra Brock-Getz) who will dedicate 18% of her work time to the MAI quality management program during the period of September 1, 2007 through July 31, 2008. Ms. Brock-Getz is expected to devote 56 hours at $35.00 dollars per hour to this MAI project during the period of September 1, 2007 through December 31, 2007; and 102 hours at a rate of $36.75 during the period of January 1, 2008 through July 31, 2008. The difference between the hourly rate in FY 2007 and the hourly rate in FY 2008 comes from a projected 5% raise effective January 1, 2008. Ms. Brock-Getz will be principally responsible for SDIS data analysis, generating special data analyses in support of MAI quality management activities, and other incidental special analyses of data in the SDIS database. Ms. Brock-Getz will interface internally with the Project Director and with the Quality Management Process Analyst. Additionally, the Senior Analyst will interface externally with the Grantee and with Automated Case Management Systems (ACMS). Ryan White MAI is being asked to cover 18% of this position's salary and fringe benefits during the 11-month budget period.

Quality Management Process Analyst ($37,500):
This line item represents the salary of one (1) full-time Quality Management Process Analyst (vacant – it is estimated that this position will be filled as of October 1, 2007) who will dedicate 100% of his/her time to the MAI quality management program. The Quality Management Process Analyst will report to the Project Director, and will be responsible for the day-to-day management of the research, intervention and evaluation functions of the project, including liaison with medical case managers and medical case management providers, supervision and

direction of contractual Field Evaluators, development of QM databases, initiation of quality improvements in medical case management settings, measurement of outcomes, and follow-up activities. This position will be familiar with techniques of quality improvement research, as well as designing and evaluating human service program interventions. Ryan White MAI is being asked to cover 100% of this position's salary and fringe benefits during the period of October 1, 2007 through July 31, 2008.

Fringe Benefits ($15,038):
Fringe benefits are calculated between 21% and 35% of these positions' salaries and include health insurance, dental insurance, Worker's Compensation, Florida and federal unemployment compensation insurance, disability insurance, Social Security and Medicare contributions, and BSR's contributions on behalf of the employees to BSR's 401(k).

Travel – Quality Management Process Analyst and Field Evaluators (Local) (MAI only) ($610):
This line item covers 100% of the cost of mileage for the Quality Management Process Analyst and the Field Evaluators to travel to provider agencies for interviews and to residential locations for interviews with minority PLWHAs. BSR will be reimbursed at the rate of $0.485 per mile. Under this budget, it is estimated that approximately 1,257.732 miles (an average of 114.339 miles per month for a period of 11 months) traveled will be charged to the Ryan White MAI quality management services program. Ryan White MAI is being charged 100% of this expense, which will be tracked separately for Ryan White MAI quality management services staff.

Supplies (MAI only) ($1,100):
This line item includes the cost of paper, pens, pads, file folders, flip charts, copier toner, printer toner, fax toner, and other materials as needed to conduct MAI quality management activities and prepare for related interviews during the 11-month budget period. Under this budget, Ryan White MAI is being charged 100% of this expense, which will be tracked separately for Ryan White MAI quality management services.

Contractual: Field Evaluators (MAI only) ($10,250):
BSR will contract with field evaluators and outreach workers to conduct the field interviews and surveys necessary to generate the data from treatment dropouts and returnees in this project. Based on an estimated 2.5 hours of time required to contact a person not in care (derived from reports of Ryan White Part A outreach workers) plus a 30-minute survey, at $15 per hour contract cost, an estimated $9,000 of this budget will be spent on direct data collection. The $1,750 remaining is an allowance for training time and re-done surveys. All contracts with field evaluators will be approved by Miami-Dade County prior to implementation. The Ryan White MAI Program is being asked to cover 100% of this expense during the period of September 1, 2007 through July 31, 2008, which will be tracked separately for Ryan White MAI quality management services.

Focus Group Facility (MAI only) ($2,000):
This line item covers facility costs for four (4) focus groups, held at various sites throughout Miami-Dade County, as part of the evaluation efforts under this MAI project only. Focus groups conducted at the BSR facility are included in existing facility use reimbursements, and are not charged to this project. The Ryan White MAI Program is being asked to cover 100% of this expense during the period of September 1, 2007 through July 31, 2008.

Incentives to Minority PLWHAs (MAI only) ($3,000):
This line item covers food voucher costs to be provided to minority PLWHAs as incentives for participation in interviews ($2,000) plus incentives for two focus groups ($1,000) held at various sites throughout Miami-Dade County, as part of the evaluation efforts under this MAI project only. The Ryan White MAI Program is being asked to cover 100% of this expense during the period of September 1, 2007 through July 31, 2008.

Rent - Offices ($6,250):
This line item covers 252 square feet of BSR office and workroom space located at 2121 Ponce de Leon Blvd., Suite 250, to be used by the MAI quality management services program during the period of September 1, 2007 through July 31, 2008. The use of the shared space includes 100% of one private office and 50% of a multi-user workroom, with allocations for administrative and clerical space and a portion of the cost of the offices for the Project Director and Senior Analyst, all located within the BSR office complex. Under this budget, a total of $13,750 has been allocated to MAI Quality Management office rent, of which $6,250 will be charged as direct costs and $7,500 as indirect costs. The Ryan White MAI Program is being asked to cover approximately 3.5% of this expense, which will be tracked separately for Ryan White General/MAI quality management services staff. Additional funds to cover this expense will come from Other Ryan White Part A and State General Operating Private funds.

INDIRECT COSTS ($10,475):

Rent - Offices ($7,500):
This line item covers office space expenses for space used by the Project Director, Senior Analyst, and other support staff, as well as common areas and meeting rooms during the period of September 1, 2007 through July 31, 2008. The Ryan White MAI Program is being asked to cover approximately 4.2% of this expense. Additional funds to cover this expense will come from Other Ryan White Part A and General Operating Private funds.

Staff Parking and Other Administrative Expenses ($2,975):
This line item includes a portion of property and casualty insurance expenses, costs of parking for the QM Process Analyst and Field Evaluators, costs of general liability insurance and other administrative and accounting costs associated with operating Behavioral Science Research in Miami-Dade County. The Ryan White MAI Program is being charged 8% of this expense as an administrative cost during the 11-month budget period.

TOTAL AWARD: $104,750

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BEHAVIORAL SCIENCE RESEARCH CORPORATION (BSR)
QUALITY MANAGEMENT SERVICES FOR THE RYAN WHITE
MINORITY AIDS INITIATIVE (MAI) PROGRAM
PAYMENT SCHEDULE
SEPTEMBER 1, 2007 – JULY 31, 2008

MONTH	AMOUNT
September 2007	$10,000
October 2007	$10,000
November 2007	$10,000
December 2007	$10,000
January 2008	$10,000
February 2008	$9,750
March 2008	$9,000
April 2008	$9,000
May 2008	$9,000
June 2008	$9,000
July 2008	$9,000
TOTAL AWARD	**$104,750**

ATTACHMENT A

New

YR 17 ~~Continuation~~ Contract
Resolution # R-942-05
Agenda Item # 14(A)(3)

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this 2nd day of May, 2007 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and Behavioral Science Research Corporation located in Coral Gables, Florida, hereinafter referred to as the "SERVICE PROVIDER," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SERVICE PROVIDER shall provide contracted staff support services for the Miami-Dade HIV/AIDS Partnership and quality management services for the Ryan White Part A (formerly known as Ryan White Title I) Program, including a training program for direct service personnel.

WITNESSETH

WHEREAS, the COUNTY has received federal funds from the Part A grant under the Ryan White HIV/AIDS Treatment Modernization Act of 2006 for providing life-saving care for those persons living with HIV or AIDS; and

WHEREAS, the COUNTY as grantee for the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), is authorized to purchase said services for persons living with HIV or AIDS; and

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

WHEREAS, the Miami-Dade Board of County Commissioners originally passed Resolution No. R-942-05 on August 23, 2005 authorizing this Agreement; and

WHEREAS, the SERVICE PROVIDER is desirous of and willing to participate with the COUNTY and with other organizations in accomplishing the goals, purposes and objectives of the Miami-Dade HIV/AIDS Partnership;

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

Article I
Definitions

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

a) "Agreement Date" means the date on which this Agreement is effective, which shall be the date set forth in Article XIII, Section 13.1, Term of Agreement.

b) "Client Identification System (CIS) number" means a unique identifier assigned by the Service Delivery Information System to each recipient of Part A services in order to track the client's participation in the Ryan White Part A system of care.

c) "Contract" or "Contract Documents" or "Agreement" mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), Service Provider's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.

d) "County" means Miami-Dade County, its agents, employees and instrumentalities, including but not limited to the Office of Strategic Business Management.

e) "Days" means Calendar Days, unless otherwise defined in this Agreement.

f) "Deliverables" means all work performed under this Agreement, including documentation and any items of any nature submitted by the SERVICE PROVIDER to the County's Program Director for review and approval pursuant to the terms of this Agreement.

g) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Ryan White Part A Program Director; and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Ryan White Part A Program Director.

h) "Document" or "Documents" mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate

document.

i) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

j) "PIP" means the Miami-Dade County Ryan White Part A Performance Improvement Plan and/or Program.

k) "Program Director" means Program Director, Miami-Dade County Office of Strategic Business Management, Ryan White Part A Program, or the duly authorized representative designated to manage the Contract.

l) "Scope of Services" means the document attached hereto as Exhibit A, which details the work to be performed by the SERVICE PROVIDER.

m "Service Delivery Information System (SDIS)" means the electronic system funded by the COUNTY's Ryan White Part A Program to identify and track a client through the Ryan White Part A system of care.

n) "Service Provider" means the agency or organization contracted with the COUNTY to provide all services and tasks described or referenced in this Agreement.

o) "Service Provider's Budget" means the documents attached hereto as Exhibit B, which details the allowable direct and indirect/administrative costs that will be funded by the Ryan White Part A Program under this Agreement.

p) "Subcontractor" means any person, entity, firm or corporation, other than the employees of the SERVICE PROVIDER, who furnishes labor and/or materials, in connection with the work, whether directly or indirectly, on behalf and/or under the direction of the SERVICE PROVIDER and whether or not in privity of Agreement with the SERVICE PROVIDER.

q) "Term of the Agreement" means the effective date of this Agreement, as specified in Article XIII, Section 13.1 of this Agreement.

r) "The United States Department of Health and Human Services" means the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).

s) "Work", "Services", "Program", "Project", or "Scope of Services" mean all matters and things required to be done by the SERVICE PROVIDER in accordance with the provisions of this Agreement.

Article II
Responsibilities of the Service Provider

2.1 The SERVICE PROVIDER, by and through its agents, assigned representatives and subcontractors agrees:

A. To provide the planned or proposed services described in the SERVICE PROVIDER'S Scope of Service (Exhibit A) and the SERVICE PROVIDER'S

Budget (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SERVICE PROVIDER's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget, budget justification and price form(s) or, where applicable, a price list. The COUNTY reserves the right to adjust the proposed Scope(s) of Service and budget(s) to conform with established Ryan White Part A Program requirements and limitations.

B. To adhere to the work schedule listed in the attached Scope of Services (Exhibit A), unless modified by written agreement with the COUNTY.

C. To provide such support and planning and policy advice as is requested by the Miami-Dade HIV/AIDS Partnership, the Partnership Chair, the Partnership Chair-Elect, or the County Mayor or his designee, and to be available as needed to provide staff support at meetings of the Miami-Dade HIV/AIDS Partnership and its committees.

D. To submit to the COUNTY, within thirty (30) days of contract execution, a Certificate of Status dated within the calendar year of the contract in the name of the SERVICE PROVIDER which certifies the following: that the SERVICE PROVIDER is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SERVICE PROVIDER'S most recent annual report has been filed, that the status of the SERVICE PROVIDER is active, and that the SERVICE PROVIDER has not filed Articles of Dissolution or a Certificate of Withdrawal.

E. To require all licensed professionals, including those of any subcontractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses, as well as a Miami-Dade County occupational license(s). Ignorance on the part of the SERVICE PROVIDER shall in no way relieve it from any of its responsibilities in this regard. The SERVICE PROVIDER shall submit to the COUNTY, within thirty (30) days of contract execution, copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) days from the date said incident occurs. The SERVICE PROVIDER'S failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

F. To make available the personnel identified by the SERVICE PROVIDER in its response to the COUNTY'S Request for Proposals for these services, and according to the attached Budget (Exhibit B), barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within five (5) business days of such replacement. Copies of all required licenses and proof of qualifications must accompany the notification as required.

All personnel shall be considered to be, at all times, the sole employees of the SERVICE PROVIDER under its sole direction, and not employees or agents of the COUNTY.

G. To provide continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified and, if applicable, licensed replacement when necessary.

H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.

I. To keep records of services provided and staff time involved; and to prepare and provide, in a timely manner, any and all reports that may be requested by the COUNTY, on an "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable County, State of Florida, and Federal requirements and to verify billings to the COUNTY.

J. To make available all books, records and electronic files, including but not limited to scanned documents, as they relate to this Agreement for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion with or without prior notice, during regular business hours. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the SERVICE PROVIDER for at least five (5) years following the expiration of the Agreement, unless State of Florida laws and/or the COUNTY'S record retention schedule require a lengthier retention period.

K. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the COUNTY, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.

L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SERVICE PROVIDER or any firm, corporation, partnership or joint venture in which the SERVICE PROVIDER has a controlling financial interest in order to secure repayment of any loan made to the SERVICE PROVIDER by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review and/or audit pursuant to Article II, Section 2.1 (H); Article VII, Sections 7.1 through 7.4, and Article VIII, Section 8.3 was not reimbursable. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

M. Not to enter into sub-contracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the COUNTY. Additionally, the

COUNTY reserves the right to request from the SERVICE PROVIDER a line item budget and budget justification for each subcontractor under this Agreement in the same format as Exhibit B attached herewith.

Before entering into any sub-contract hereunder, the SERVICE PROVIDER will inform the sub-contractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub-contractor will strictly comply with the requirements of this Agreement.

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

N. Not to discriminate on the basis of race, sex, religion, color, age, marital status, national origin, disability/handicap or sexual orientation in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal and Miami-Dade County laws, regulations, and orders relating to non-discrimination.

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

P. To comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended [33 U.S.C. 1251 et seq. (applies to contract awards in excess of $100,000.00)].

Q. To comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (applies to contract awards in excess of $100,000.00). The SERVICE PROVIDER shall certify to the COUNTY it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The SERVICE PROVIDER shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

R. To comply with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Code of Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this

Agreement or for commencement of debarment proceedings against the SERVICE PROVIDER.

S. To comply with all the requirements of the Americans with Disabilities Act (ADA), including but not limited to Title I and Title II of the ADA, the Rehabilitation Act of 1973, Section 504, Section 760.50 of the Florida Statutes, and all other applicable federal, state and local laws, regulations, and Executive Orders. In this regard, the SERVICE PROVIDER shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; and/or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SERVICE PROVIDER shall provide program accessibility and effective communication for service recipients and employees. The SERVICE PROVIDER shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title I or Title II violations directly with the Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, Disability Rights Section – NYAV, Washington, D.C. 20530, within 180 days of the date of discrimination. A copy of such complaint must also be filed with Theresa Fiaño, Program Director, Miami-Dade County Office of Strategic Business Management, Ryan White Unit, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit must be completed and on file with the COUNTY within thirty (30) days of contract execution. The SERVICE PROVIDER must be in full compliance with the laws referenced within the affidavit. The SERVICE PROVIDER'S failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XIV of this Agreement.

T. To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in Article II, Section 2.1 (V). The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the SERVICE PROVIDER'S premises, unless otherwise required by law;

(3) Access to confidential information is restricted to authorized personnel of the SERVICE PROVIDER, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Part A Service Delivery Information System (SDIS) are established; and

(9) Procedures are developed and implemented that address client file and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

U. To submit any written policies and procedures, reports and/or forms, to be used by Part A funded providers, to the COUNTY for its written approval prior to the distribution of these documents.

V. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's) HIV status. Notwithstanding these obligations, where State laws do not prevail, SERVICE PROVIDER further agrees to comply with the requirements set forth in the Health Insurance Portability and Accounting Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

(1) Use of information only for performing services required under this Agreement or as required by law;

(2) Use of appropriate safeguards to prevent non-permitted disclosures;

(3) Reporting to the COUNTY of any non-permitted use or disclosure;

(4) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the SERVICE PROVIDER and reasonable assurances that IIHI/PHI will be held confidential;

(5) Making PHI available to the client;

(6) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;

(7) Making PHI available to the COUNTY, the United States Department of Health and Human Services, United States Comptroller General, and/or the United States Office of the Inspector General for an accounting of disclosures; and

(8) Making internal practices, books and records related to PHI available to the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General for compliance audits.

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

W. To participate in the Ryan White Part A Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as further detailed in Article IV, Section 4.5, with the ultimate goals of improving the health status of HIV+ clients, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining quality in service delivery.

X. To participate in on-going technical assistance meetings, provider forums, and training workshops offered by the COUNTY and/or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.

Article III
Authority of the County's Program Director

3.1 The SERVICE PROVIDER hereby acknowledges that the County's Program Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

3.2 The SERVICE PROVIDER shall be bound by all determinations or orders and shall promptly obey and follow every order of the Program Director, including the withdrawal or modification of any previous order and regardless of whether the SERVICE PROVIDER agrees with the Program Director's determination or order. Where orders are given orally, they will be issued in writing by the Program Director as soon thereafter as is practicable.

3.3 The SERVICE PROVIDER must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Director. In the event that the SERVICE PROVIDER and the Program Director are unable to resolve their difference, the SERVICE PROVIDER may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

3.4 In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Program Director or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

3.5 The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SERVICE PROVIDER's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SERVICE PROVIDER to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the SERVICE PROVIDER. Except as such remedies may be limited or waived elsewhere in the Agreement, SERVICE PROVIDER reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV
Responsibilities of the County

The COUNTY agrees:

4.1 To monitor the operations of the SERVICE PROVIDER to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SERVICE PROVIDER and, if appropriate, to the Miami-Dade County Board of County Commissioners or County Auditor.

4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines for the treatment of HIV disease and related opportunistic infections, and to develop strategies for ensuring that such services

are consistent with the PHS guidelines for improvement in the access to and quality of health services.

4.3 To develop and implement the Ryan White Part A Performance Improvement Plan (PIP) and Quality Management Program to ensure that HIV+ clients have equitable access to high quality care, to improve clinical outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Strategic Business Management, the Miami-Dade HIV/AIDS Partnership, service providers, Performance Improvement Staff, and the Performance Improvement Advisory Team (PIAT)], to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with County and Federal mandates.

4.4 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said confidentiality, IIHI and/or PHI as required by HIPAA.

Article V
Joint Responsibilities

5.1 The COUNTY and the SERVICE PROVIDER mutually agree that the confidentiality of the clients served by the Ryan White Part A Program shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring and evaluation provided, however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.

Article VI
Requirements Related to Use of Ryan White Part A Funds

6.1 The SERVICE PROVIDER agrees to comply with applicable provisions of Federal, State and County laws, regulations and rules, which includes but is not limited to OMB Circulars A-122 and 48 CFR, Subpart 31, as amended.

6.2 The SERVICE PROVIDER agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Modernization Act of 2006, as may be amended.

6.3 The SERVICE PROVIDER agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to persons living with HIV or AIDS.

6.4 Funds shall not be used to:

A. Purchase or improve land, or to purchase, construct or make permanent improvement to any building.

B. Make direct payment to recipients of services, except in the form of food or personal hygiene products, or transportation vouchers as applicable to this Agreement.

6.5 The SERVICE PROVIDER shall:

A. Participate in continuous quality improvement activities, in the coordination of service delivery and case management efforts among Ryan White Part A service providers, including service provider forums, workshops, and other related activities;

B. Participate in activities related to the development of a community-based continuum of care encompassing the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and social service needs throughout the course of their illness;

C. Commit to support a Ryan White Part A coordinated case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate case management efforts among Ryan White Part A service providers; and

D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints and/or problems identified by clients or other care providers. The SERVICE PROVIDER'S internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SERVICE PROVIDER to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SERVICE PROVIDER; and, a timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SERVICE PROVIDER site.

E. Establish internal quality management and continuous quality improvement procedures, including staff training;

Article VII
Reporting, Record-keeping and Evaluation Studies

7.1 The SERVICE PROVIDER shall keep adequate records of services provided as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SERVICE PROVIDER shall maintain, and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SERVICE PROVIDER and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws and/or the COUNTY'S record retention schedule require a lengthier retention period.

A. At a minimum, the following records shall be kept:

(1) Documentation, in the form of a final line item budget, reflecting any joint costs (final expenditures) included in the SERVICE PROVIDER'S approved contract budget(s) for the provision of HIV-related services under the Ryan White Part A Program. All costs must be itemized and allocated for payment by the applicable sources of income for each service category;

(2) Documentation of staff time spent on the services required herein; and

(3) Records of requests from the Miami-Dade HIV/AIDS Partnership for special analyses and/or reports, and the responses made to such requests.

B. As to reports, the SERVICE PROVIDER shall report to the COUNTY monthly, on or by the twentieth day of the month following the month in which services were provided, on forms to be provided by the COUNTY, regarding the progress of implementing funded services in accordance with the provisions of 45 CFR Part 92, Subpart C and the Ryan White HIV/AIDS Treatment Modernization Act of 2006, as may be amended. These monthly reports shall include but not be limited to: agendas and minutes for Partnership meetings, needs assessment data, analyses, and reports, strategic planning documents, comprehensive plans, grant application materials, training curricula, etc.

C. The SERVICE PROVIDER shall submit an Annual Progress Report to the COUNTY on a form to be provided by the COUNTY and as defined herewith in Exhibit A, Other Reporting Requirements.

D. The SERVICE PROVIDER shall provide annually the CARE Act Data Report to the COUNTY on a form to be provided by the COUNTY and as defined herewith in Exhibit A, Other Reporting Requirements. The CARE Act Data Report is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Modernization Act funding.

E. The SERVICE PROVIDER shall submit to the COUNTY a final line item budget, separate for each funded service, itemizing all Part A and other funding received and actual expenditures incurred during the contract period. The final line item budget must be based on the actual amount reimbursed by Part A and must reflect all changes made to the SERVICE PROVIDER'S Part A award amounts (increases and/or decreases) and budget revisions approved by the COUNTY. The final line item budget must be submitted no later than forty-five (45) calendar days following the end of the contract period, or at any time specified by the COUNTY. This final line item budget must be consistent with the applicable regulations and OMB Circulars (including but not limited to A-122 and 48 CFR, Subpart 31.

F. The SERVICE PROVIDER shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of $1,000.00 or more per item and with a normal life of one or more years,

not including equipment directly related to the Service Delivery Information System. All nonexpendable property purchased with Federal Ryan White Part A funds from this and previous agreements with the COUNTY shall be inventoried annually by the SERVICE PROVIDER and an inventory report submitted to the COUNTY, on a format to be provided by the COUNTY.

1. The SERVICE PROVIDER'S nonexpendable property records shall include:

   (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;

   (b) Location of nonexpendable property;

   (c) Model number and manufacturer's serial number;

   (d) Date of acquisition;

   (e) Property cost;

   (f) Property inventory number;

   (g) Information on its condition; and

   (h) Information on its transfer, replacement or disposition.

2. Title (ownership) to all nonexpendable personal property as identified above in Section 7.1 (G)(1) that was purchased with Federal Ryan White Part A funds shall vest in the COUNTY.

3. The SERVICE PROVIDER must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal Ryan White Part A funds. The SERVICE PROVIDER shall dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.

4. All equipment and products purchased with Ryan White Part A grant funds should be American-made.

G. The SERVICE PROVIDER shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the time of the COUNTY'S request.

7.2 The SERVICE PROVIDER agrees to participate in evaluation studies, quality management activities, Performance Improvement Plan activities, and needs assessments sponsored by the U.S. Health Resources and Services Administration (HRSA) and/or analyses carried out by or on behalf of the COUNTY and/or the Miami-Dade HIV/AIDS Partnership to evaluate the effectiveness of client service activities or

the appropriateness and quality of care/service. Accordingly, the SERVICE PROVIDER shall:

A. Permit right of access of staff involved in such efforts to SERVICE PROVIDER'S premises and records;

B. Participate in ongoing meetings and service provider forums aimed at increasing, enhancing, maintaining and evaluating coordination and collaboration among HIV related health and support service providers; and

C. Conduct record review exit interviews, and assist providers in addressing recommended improvements.

7.3 The SERVICE PROVIDER agrees to participate in the Part A Service Delivery Information System (SDIS). This participation shall, at a minimum, assure:

A. The right of access of COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the SDIS, on behalf of the COUNTY, to the SERVICE PROVIDER'S premises, equipment, electronic files, client files, and where appropriate, medical records;

B. Compliance with all policies and procedures related to the full use of the SDIS as required by the COUNTY;

C. Completion of an annual inventory report of all SDIS software and hardware located at the SERVICE PROVIDER'S site. A copy of this inventory report must be sent to the COUNTY and/or authorized individuals providing information system services on behalf of the COUNTY;

D. The submission of a written request to the County (via U.S. mail, facsimile, or electronic mail) for any additional staff, equipment, and/or telecommunication lines needed to access the SDIS. Requests for additional staff to gain access to the SDIS must be submitted to the COUNTY within fifteen (15) days of the date of hire. The written request shall, at a minimum, include a justification for the request, the type and number of equipment items and/or telecommunication lines needed, and the number and names of the staff members that will need access to the SDIS, as well as a description of their responsibilities and their start date under this Agreement;

E. Participation of appropriate SERVICE PROVIDER staff persons in on-going SDIS technical assistance and training workshops and user support groups;

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

7.5 The SERVICE PROVIDER shall:

A. Maintain appropriate systems, in addition to the Part A Service Delivery Information System, to ensure compliance with all record-keeping and reporting requirements;

B. Keep accounting records which conform with generally accepted accounting principles which shall include but not be limited to a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the COUNTY. All such records shall be retained by the SERVICE PROVIDER for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws and/or the COUNTY'S record retention schedule require a lengthier retention period;

C. Furnish to the COUNTY copies of the annual certified public accountant's audit report and all related financial statements made in accordance with applicable OMB Circulars (A-21, A-87, A-122, A-128, and A-133) and 48 CFR, Subpart 31, contract cost principles and procedures, and the related financial statements. The audit(s) performed shall be on each of the organization's fiscal year(s) during which Ryan White Part A Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent auditors. Non-Federal entities that expend less than $500,000 per fiscal year, in awards from all Federal sources with fiscal years ending after December 31, 2003, are exempt from the OMB Circular A-133 audit requirements awards for that year, but such entities are still required to submit a certified report of audited financial statements. A copy of the complete audit report must be received by the COUNTY no later than six (6) months following the end of the SERVICE PROVIDER'S fiscal year, unless the COUNTY agrees to an extension in writing; and

D. Include record-keeping and reporting requirements in all COUNTY approved subcontracts that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of Service (Exhibit A) and meet all requirements set forth in Article II, Section 2.1 (L).

Article VIII
Amount Payable

8.1 Both parties agree that should funding to the COUNTY for health and support services for persons living with HIV or AIDS be reduced or should the SERVICE PROVIDER fail to maintain a documented expenditure pattern consistent with the attached Scope of Service (Exhibit A) and Service Budget documents (line item budgets and budget justifications) (Exhibit B) based on actual reimbursements, the amounts payable under this Agreement may be proportionately reduced or eliminated at the option of the COUNTY, as detailed in Section 8.3 below. In any event, the maximum amount payable under this Agreement shall not exceed:

Service Category	Amount
Staff Support Services for the Miami-Dade HIV/ADIS Partnership:	$510,300
Quality Management Services for the Ryan White Part A Program:	$419,000

8.2 It is clearly understood that all services requested are on an "as needed basis" and that the service estimate, or maximum amount payable referred to in this Agreement, in no way constitutes a guarantee of the level of effort that may be requested from the SERVICE PROVIDER or a guarantee of a specific amount payable.

8.3 The SERVICE PROVIDER'S budget(s) will be reduced accordingly, if the department designated by the County Manager to administer the grant finds that:

A. The SERVICE PROVIDER failed to maintain a documented expenditure pattern of average monthly reimbursement requests; or

B. There were any significant deviations from the approved Scope of Service (Exhibit A) indicating that the SERVICE PROVIDER is not spending at a rate that would absorb its full allocation, for any category of service, within the contract period.

8.4 In the event the COUNTY determines that a reduction in the SERVICE PROVIDER'S budget(s) is necessary, the COUNTY shall notify the SERVICE PROVIDER in writing within thirty (30) days of said reduction.

Article IX
Project Budget and Method of Payment

9.1 The SERVICE PROVIDER agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service, Exhibit A. Failure to submit monthly reimbursement request(s) in a manner satisfactory to the COUNTY by the twentieth day of each month following the month in which services were delivered, shall render the SERVICE PROVIDER in non-compliance with this Article, unless the COUNTY has granted the SERVICE PROVIDER an extension in writing. The COUNTY may require the SERVICE PROVIDER to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving five (5) calendar days written notice of such action to be taken. The invoices shall be properly documented and prepared in accordance with the COUNTY'S Ryan White Part A reimbursement policies. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount claimed.

A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SERVICE PROVIDER as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SERVICE PROVIDER as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

B. No payments will be made without original certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY'S General Service Administration, Risk Management Division, as specified under Article XI, Section 11.2.

C. The contract close-out invoice along with any outstanding reports shall be submitted no later than thirty (30) calendar days following the end of the contract period. If the SERVICE PROVIDER fails to comply, all rights to payment will be forfeited.

9.2 At the option of the COUNTY, reimbursement shall be consistent with the SERVICE PROVIDER'S approved Service Budget documents (line item budgets and budget justifications) (shown as Exhibit B attached herewith), and on the basis of one or more of the following items:

A. Staff Time: to be invoiced by copy of the SERVICE PROVIDER'S time sheets and payroll records;

B. Deliverables: Documentation of work performed under this Agreement as detailed in Exhibit A;

C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; and/or;

D. Overhead rate (administrative charge): shown in approved Service Budget.

9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, and/or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. Upon written notice to the SERVICE PROVIDER, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SERVICE PROVIDER. Upon withholding or seeking reimbursement from the SERVICE PROVIDER, the COUNTY has the right to retain said funds. Notice shall be provided by the COUNTY to the SERVICE PROVIDER within ten (10) days from the date the COUNTY is informed by the SERVICE PROVIDER, other source or the COUNTY discovers through its independent inspection, review, and/or audit pursuant to Article II, 2.1 (I) that the SERVICE PROVIDER was not entitled to any or all funds claimed under this or any current or prior Agreement between the SERVICE PROVIDER and the COUNTY.

9.4 The SERVICE PROVIDER'S actual expenditures shall not deviate from the approved Service Budget attached herein as Exhibit B without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.

9.5 Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement. The SERVICE PROVIDER will not be allowed to request a budget revision after the expiration date of the Agreement.

9.6 The SERVICE PROVIDER agrees to send all invoices and reports to the following address:

Miami-Dade County
Office of Strategic Business Management (OSBM)
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Program Director

9.7 Documents requiring original signatures must be mailed or hand delivered to the address listed above in Section 8.6. All other documents or reports may also be sent to OSBM via email or facsimile (305-375-4454) if prior arrangements are made by SERVICE PROVIDER and COUNTY.

9.8 The COUNTY agrees to review invoices and to inform the SERVICE PROVIDER of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the COUNTY'S Ryan White Part A reimbursement policies shall be mailed to the SERVICE PROVIDER, or if approved, via electronic transfer (direct deposit) by the COUNTY'S Finance Department.

9.9 The SERVICE PROVIDER agrees to comply with any changes to the reimbursement procedures specified by the COUNTY, including changes to required information and format of monthly reimbursement reports.

Article X
Representations and Warranties

10.1 The SERVICE PROVIDER represents and warrants to the COUNTY as follows:

A. **Organization.** The SERVICE PROVIDER is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, and operate its properties and assets. The SERVICE PROVIDER is aware of and is in compliance with all applicable State and Federal laws.

B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SERVICE PROVIDER. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order or decree of the SERVICE PROVIDER or any of its officers.

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

Article XI
Indemnification and Insurance

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

11.2 **Insurance.** The SERVICE PROVIDER shall furnish to the COUNTY's General Services Administration, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statute, Chapter 440.

C. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SERVICE PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000. Furthermore, the SERVICE PROVIDER'S staff may not use personal vehicles to conduct business and/or transport clients under this Agreement unless said staff has sufficient Automobile Liability Insurance as

noted above. The COUNTY will be held harmless of any liability claim under this Agreement based on an occurrence involving the staff person's personal vehicle.

E. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the SERVICE PROVIDER. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

OR

2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

F. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the SERVICE PROVIDER hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County (i.e., certificate holder).

G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.

H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.

Article XII
Conflict of Interest

12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.

12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by SERVICE PROVIDER shall be employed by the SERVICE PROVIDER unless the employment preceded the execution of this Agreement by one year. No family member of any employee may be employed by the SERVICE PROVIDER if the family member is to be employed in a direct supervisory and/or administrative relationship either supervisory or subordinate to the employee. The

assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

a. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

b. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

c. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

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

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

This section applies to both full-time and part-time employees and voting members of the SERVICE PROVIDER'S Board of Directors.

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

Article XIII
Term of Agreement

13.1 **Effective Term.** The effective term of this Agreement shall be from March 1, 2007 through February 29, 2008.

The COUNTY, for a total of not more than five (5) years from the date of the original new contract, whose term was June 14, 2006 through February 28, 2007, may renew the Agreement in successive one-year increments, beginning with the grant budget calendar of March through February, provided that all the terms and conditions, including performance measures set forth in the Scope of Services (Exhibit A) and service costs outlined in the approved line item budget(s) (Exhibit B), are met. Additionally, the SERVICE PROVIDER shall submit a revised Exhibit A and Exhibit B to the COUNTY for the subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term.

Article XIV
Suspension, Debarment and Termination

14.1 **Suspension.**

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

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

1. Ineffective or improper use of any funds provided hereunder by the SERVICE PROVIDER;

2. Failure by the SERVICE PROVIDER to materially comply with any terms, conditions, representations, or warranties contained herein;

3. Failure by the SERVICE PROVIDER to submit any documents required under this Agreement; or

4. The SERVICE PROVIDER'S submittal of incorrect or incomplete documents.

14.2 **Debarment.**

1. Pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension," certain contracts shall not be made to parties listed on the nonprocurement portion of the United States General Services Administration's "Lists of Parties Excluded from federal procurement or Nonprocurement Programs". The SERVICE PROVIDER, with an award in excess of $100,000, shall provide certification regarding their exclusion

status and that of their principals prior to receipt of the award under this Agreement.

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

14.3 **Termination.**

1. **Termination at Will** - This Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY and/or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SERVICE PROVIDER will have five (5) days from the day the notice is delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement. However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.

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

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

3. **Termination Because of Lack of Funds** - In the event funds to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than thirty (30) business days notice in writing to the SERVICE PROVIDER. Said notice shall be sent either by electronic mail, facsimile, certified mail with return receipt, or in person with proof of

delivery. The COUNTY shall be the final authority to determine whether or not funds are available.

4. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SERVICE PROVIDER is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not materially complying with any term or provision provided herein, including the following:

   1) The SERVICE PROVIDER ineffectively or improperly uses the funds allocated under this Agreement;

   2) The SERVICE PROVIDER does not furnish the Certificates of Insurance required by this Agreement or as determined by the COUNTY's Risk Management Division;

   3) The SERVICE PROVIDER does not submit or submits incomplete or incorrect required reports;

   4) The SERVICE PROVIDER refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, and/or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SERVICE PROVIDER'S program;

   5) The SERVICE PROVIDER discriminates under any of the laws outlined in this Agreement;

   6) The SERVICE PROVIDER, if required, fails to offer and/or provide Domestic Violence Leave to its employees pursuant to the Code of Miami-Dade County;

   7) The SERVICE PROVIDER falsifies or violates the provisions of the Drug Free Workplace Affidavit;

   8) The SERVICE PROVIDER attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;

   9) The SERVICE PROVIDER fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;

   10) The SERVICE PROVIDER fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;

11) The SERVICE PROVIDER fails to meet any of the terms and conditions of the Miami-Dade County Affidavits; or

12) The SERVICE PROVIDER fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement.

The SERVICE PROVIDER shall be given written notice of the claimed breach and ten (10) business days to cure same. Unless the SERVICE PROVIDER'S breach is waived by the COUNTY in writing, or unless the SERVICE PROVIDER fails, after receiving written notice of the claimed breach by the COUNTY to take steps to cure the breach within ten (10) business days after receipt of the breach, the COUNTY may, by written notice to the SERVICE PROVIDER, terminate this Agreement upon no less than thirty (30) business days. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

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

Article XV
Event of Default

15.1 An Event of Default shall mean a breach of this Agreement by the SERVICE PROVIDER. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the SERVICE PROVIDER has not delivered Deliverables on a timely basis.

ii. the SERVICE PROVIDER has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the SERVICE PROVIDER has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the SERVICE PROVIDER has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SERVICE PROVIDER's creditors, or the SERVICE PROVIDER has taken advantage of any insolvency statute or debtor/creditor law or if the SERVICE PROVIDER's affairs have been put in the hands of a receiver;

v. the SERVICE PROVIDER has failed to obtain the approval of the County where required by this Agreement;

vi. the SERVICE PROVIDER has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the SERVICE PROVIDER has failed in the representation of any warranties stated herein.

15.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the SERVICE PROVIDER's ability to perform the Services or any portion thereof, the County may request that the SERVICE PROVIDER, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the SERVICE PROVIDER's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the SERVICE PROVIDER for portions of the Services which the SERVICE PROVIDER has not performed. In the event that the SERVICE PROVIDER fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

15.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

Article XVI
Notice of Default – Opportunity to Cure/Termination

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

Article XVII
Remedies in the Event of Default

17.1 If an Event of Default occurs, the SERVICE PROVIDER shall be liable for all damages resulting from the default, including but not limited to:

i) lost revenues;

ii) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the COUNTY for reprocurement of Services, including procurement and administrative costs; and,

iii) such other direct damages.

17.2 The SERVICE PROVIDER shall also remain liable for any liabilities and claims related to the SERVICE PROVIDER's default.

17.3 The COUNTY may also bring any suit or proceeding for specific performance or for an injunction.

Article XVIII
Office of Inspector General /Independent Private Sector Inspectors General

18.1 Independent Private Sector Inspector General Reviews

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

18.2 Miami-Dade County Inspector General Review

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

payments to the SERVICE PROVIDER. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

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

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

Article XIX
Miscellaneous Provisions

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

If to the COUNTY:

Miami-Dade County
Office of Strategic Business Management
Ryan White Program
111 N.W 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Program Director
Electronic mail: fianot@miamidade.gov

If to the SERVICE PROVIDER:

Dr. Robert A. Ladner
President
Behavioral Science Research Corporation
2121 Ponce de Leon Blvd., Suite 250
Coral Gables, Florida 33134
Electronic mail: Rladner@behavioralscience.com

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

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

19.3 In addition, the SERVICE PROVIDER must comply with all COUNTY contracting requirements described in Article II, Section 2.1 of this Agreement.

19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SERVICE PROVIDER, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State and Federal governments.

19.5 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SERVICE PROVIDER and the COUNTY, or any department of the COUNTY unless specifically stated herein.

19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SERVICE PROVIDER and/or its subcontractor(s) for the purpose of this Agreement, including all information stored in the Part A Service Delivery Information System, shall become the property of the COUNTY without restriction, reservation or limitation of their use and shall be made available by the SERVICE PROVIDER and/or its subcontractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.

19.7 When issuing statements, press releases, request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the SERVICE PROVIDER shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and, (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Article XX
Business Applications and Forms

20.1 Business Application. The SERVICE PROVIDER shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the SERVICE PROVIDER to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

20.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

Article XXI
Bankruptcy

21.1 The COUNTY reserves the right to terminate this contract, if, during the term of any

contract the SERVICE PROVIDER has with the COUNTY, the SERVICE PROVIDER becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the SERVICE PROVIDER under federal bankruptcy law or any state insolvency law.

Article XXII
Order of Precedence

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

1. The Terms and Conditions in this Agreement;
2. The special conditions contained in Exhibits "A" through "B" attached herewith:
   Exhibit A - Scope of Services
   Exhibit B - Budget

Article XXIII
Survival

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

Article XXIV
Mutual Obligations

24.1 This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

24.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

24.3 In those situations where this Agreement imposes an indemnity obligation on the SERVICE PROVIDER, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SERVICE PROVIDER fails to diligently defend such claims, and thereafter seek indemnity for costs from the SERVICE PROVIDER.

24.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the Service Provider, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.

24.5 Nothing herein shall alter, affect, modify, change or extend any other agreement between the Service Provider and the COUNTY, or any department of the COUNTY unless specifically stated herein.

24.6 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

24.7 This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.

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

BEHAVIORAL SCIENCE RESEARCH CORPORATION

By: Robert Ladner

Name: ROBERT A. LADNER

Title: PRESIDENT

Date: APRIL 27, 2007

Attest: Deborah J. Shaw
Corporate Secretary/Notary Public

Name/Title: _____

Corporate Seal/Notary Seal

NOTARY PUBLIC-STATE OF FLORIDA
Deborah J. Shaw
Commission # DD388023
Expires: JAN. 19, 2009
Bonded Thru Atlantic Bonding Co., Inc.

MIAMI-DADE COUNTY

By: _____

Name: Susanne Torriente

Title: Asst. County Manager

Date: 5/2/2007

Attest: _____
Clerk of the Board

Name/Title: E. ADORNO
Deputy Clerk

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

Approved for form and legal sufficiency:

_____
Assistant County Attorney

Behavioral Science Research Corporation (BSR)
Ryan White Title I (Part A) Program
Scope of Work: Staff Support, Quality Management, Training
March 1, 2007 through February 29, 2008

This scope of work includes two distinct components: 1) Staff support to the Miami-Dade HIV/AIDS Partnership and 2) quality management services for the Ryan White Title I (Part A) Program, including training for certain Ryan White Title I (Part A)-funded direct service personnel.

Behavioral Science Research Corporation (BSR) will submit to the Miami-Dade County Office of Strategic Business Management (OSBM or County) monthly summaries of activities conducted in accord with this scope of work, along with accompanying back-up materials in a format previously agreed upon with the County.

I. MIAMI-DADE HIV/AIDS PARTNERSHIP STAFF SUPPORT

BSR will provide support to the Partnership, its standing committees and to the ad hoc committees conducting business pertaining to the Ryan White Program. Currently there are six standing committees and two subcommittees: standing committees include Executive, Care and Treatment, Housing, Implementation and Planning, and the Community Coalition Committee; subcommittees include the Medical Care Subcommittee and Oral Health Care Subcommittee. Staff support shall be provided only for properly noticed meetings.

The tasks specifically associated with Staff Support include both professional and clerical activities. Professional support activities for FY 2007-2008 include presentations of data and information, comprehensive planning, community needs assessment, Partnership and committee member training, and other activities as they arise.

I-A COORDINATION AND SUPPORT OF MEETING ACTIVITIES

A.1 In coordination with the Partnership or committee chair, BSR will schedule the time, date, and location of meetings. All meetings will comply with Government in the Sunshine, Americans with Disabilities Act requirements, and guidelines provided by the County.

A.2 BSR will prepare and distribute meeting notices by US Mail, email or fax to all Partnership members at least 14 calendar days in advance. (Changes in scheduled meetings require consultation with OSBM).

A.3 BSR will send a notice of all meetings to the County for inclusion in the County Calendar at least 14 calendar days in advance.

A.4 BSR will maintain and distribute monthly meeting calendars. Monthly calendars reflecting all Partnership and Committee meetings will be prepared and emailed, mailed or faxed to all members, Ryan White Program providers, and other interested parties.

A.5 In consultation with the Partnership and committee chairs and based on minutes from the previous meeting, BSR will prepare meeting agendas and supporting materials as needed.

A.6 At least one professional BSR staff member will attend each meeting. If requested by the chair, a staff member will act as parliamentarian. Materials will be distributed (including agendas, minutes, materials resulting from committee votes, and other informational materials prepared by staff).

A.7 BSR will provide refreshments at BSR meeting rooms to facilitate PLWHA participation in meetings.

A.8 BSR will prepare official minutes following the County format for all meetings, with brief summaries of discussions included at staff discretion.

A.9 BSR will maintain an attendance log that shall be reflected in meeting minutes.

A.10 Each meeting will be audio taped, and copies will be made available at cost within 10 days of receipt of written request.

BSR will provide additional support for Partnership and committee meetings, based on a formal request by the committee or Partnership, and provided that the request falls within this scope of work and is directly related to Partnership responsibilities and activities. Staff will follow up on items requested by committees, the Partnership, and the County within this scope and budget of the contract.

I-B. PARTNERSHIP STAFF SUPPORT

BSR Staff Support personnel will:

B.1 Assist the Partnership and committees with meeting preparations and execution.

B.2 Provide technical analyses of issues deemed by the County, staff or committees to be relevant to the Partnership.

B.3 Assist the Partnership with setting agendas to promote substantive discussions and deliberations.

B.4 Help to prepare Partnership positions on relevant issues, as needed.

B.5 Update the Partnership's Policies and Procedures as needed, in accordance with changes in federal requirements, the Miami-Dade County Ordinance, bylaws, and other modifications.

B.6 Participate in and advise on Bylaws revisions.

B.7 Prepare formal correspondence on behalf of the Partnership, committees, and Partnership chairs as requested by the Partnership, as staff time permits, and in accordance with County and Partnership policies and procedures and this scope of work.

I-C. PARTNERSHIP RECRUITMENT ACTIVITIES

The goal of these activities is to recruit new members for the Partnership and its committees. BSR will work with the Partnership and the Community Coalition Committee to conduct focused recruitment activities to fill Partnership seats in the HRSA-mandated representational categories, including people living with HIV/AIDS who are recipients of Ryan White Program services and who are non-affiliated with Ryan White Program service providers. Particular efforts will be made to reach members of the Black/African American, Haitian, and Hispanic communities. The following activities will be conducted during the contract period:

C.1 Identify groups to be targeted for membership, based on federal requirements and principles of parity, inclusiveness, and representation.

C.2 Provide the Community Coalition Committee with information on membership categories to be filled, demographic information for filling seats, and suggested locations, including Ryan White Program service providers, for their recruitment efforts.

C.3 Prepare documents and resource materials containing information on the Ryan White Program, services available, provider locations, and selected additional information to inform the community about the program and its resources. These resource materials may include brochures, flyers, advertising specialties, signs, or other promotional materials.

C.4 Maintain contact through outreach efforts with Ryan White Program providers to identify potential new members by hosting meetings, through case management trainings, visiting provider agencies, and utilizing Partnership members. Canvass other organizations as necessary to identify members for vacant seats.

C.5 Facilitate an open nominations process, including collecting and collating applications, reviewing them for representational categories, assessing them against the demographic and geographic distribution of the epidemic, checking applicant eligibility and qualifications, coordinating the review process, preparing nominations packages for the Mayor of Miami-Dade County, and maintaining official records of the nominations process.

C.6 Provide information to the community at large on Partnership business and activities, including recruitment, comprehensive planning, needs assessments, and other related issues.

I-D. PARTNERSHIP MEMBER TRAINING

BSR will develop training workshops for current and new members of the Partnership. Training of new members will serve as an orientation to Partnership activities and responsibilities, including an overview on formal meeting procedures. Current member training will be designed to enhance Partnership members' skills in areas such as decision-making, understanding data, and priority setting. All Partnership members will be encouraged to attend these sessions. Some of the training may be incorporated into scheduled meetings to maximize participation. Other activities to be conducted under this contract include:

D.1 Prepare an orientation manual and other training materials for new and existing members.

D.2 Assist the Partnership with the implementation of an annual member training program for its members. In coordinating this training, BSR shall:

+ arrange the location of the meeting(s)
+ develop an agenda and program materials
+ secure the participation of speakers, when needed
+ ensure that meetings comply with Government in the Sunshine laws and the Americans with Disabilities Act

Training sessions may include:

+ updates on the Ryan White Program
+ consumer training (health, medications, Ryan White Program services)
+ capacity building for new and current Partnership and committee members and community representatives
+ planning processes, reviewing needs assessment, setting priorities, understanding and utilizing data
+ how to create and monitor a comprehensive plan
+ quality improvement and program evaluation
+ sensitivity to issues of stigma, HIV/AIDS, and gender identity issues

I-E. PARTNERSHIP MEMBER EXPENSE REIMBURSEMENT AND MEETINGS

BSR will reimburse Partnership and committee members for approved travel, parking, and meeting registration expenses related to Partnership meetings, committee meetings and various conferences, as appropriate, within budgetary limits. Additional activities regarding reimbursing Partnership expenses include:

E.1 Maintain and revise the reimbursement policies and procedures for activities reimbursed by the Ryan White Program, as needed.

E.2 Track expenses and request reimbursement from the County for eligible expenses.

E.3 Make travel arrangements for Partnership members for attendance at conferences when travel is reimbursed through this contract.

E.4 Pay registration fees and advance travel expenses for such conferences.

E.5 Keep the books necessary for Partnership expenses, and provide the County with accounting for these expenses.

I-F. STAFF SUPPORT FOR THE PARTNERSHIP'S GRIEVANCE PROCESS AND PROCEDURES

BSR staff will manage the Partnership's Grievance Procedures for grievances against the Partnership related to prioritization and allocation processes within budgetary limitations.

I-G. RESEARCH, DATA COLLECTION, REPORTING, AND DOCUMENT PRODUCTION

G.1. Assessment of HIV/AIDS Services in Miami-Dade County (Needs Assessment)

The Needs Assessment is a year-round process; however, the most intensive activity is in the winter and spring. Activities that will be conducted during this contract period are outlined below. The needs assessment includes interactions with Ryan White clients, analysis of data on utilization and cost (SDIS and other data), development of measures for unmet need, and estimates of HIV+ persons not in care. BSR will work with the Care and Treatment Committee to help them to understand data, unmet needs, and other aspects of the Needs Assessment results during the priority-setting and allocation processes. BSR will produce a Needs Assessment Workbook for use by the committee members during the priority setting process.

The following activities will be conducted during this contract period:

a) ***Part A services analysis.*** BSR will review Title I (Part A) services utilization and service cost. Profiles will be produced for the needs assessment and for the annual competitive Ryan White grant application.

b) ***Analysis of linkages.*** In conjunction with the comprehensive plan's activity, this needs assessment activity will include more detailed analysis of how linkages between counseling and testing and care and treatment providers, and between HIV/AIDS prevention/education and care and treatment providers, can be improved through Ryan White Program activities. A study of referral linkages and barriers to collaboration will be a part of this analysis.

c) ***Estimates of unmet need and service gaps.*** As part of the needs assessment, BSR will work with the Florida Department of Health to estimate unmet need for primary medical care for people living with HIV/AIDS, and develop local estimates of service gaps for other service categories funded by the Ryan White Program. These data will be used in briefings of the Care and Treatment Committee during the priority and allocation process and in the competitive Ryan White grant application.

d) ***Analysis of funding streams for HIV care and treatment.*** All funding sources will be contacted and data will be obtained on clients by service category and expenditures by service.

e) ***Analysis of provider service capacity.*** Available data on the supply of services and provider input on capacity issues will be included in the analysis of community needs.

f) ***Analysis of disparities in health care use and status.*** Local data, as available, will be combined with Ryan White Program service data and other funding source information to analyze healthcare access disparities.

g) ***Analysis of the epidemic***, including trends, incidence, prevalence and community health data including data on co-morbidities.

G.2 Implementation of and updates to the Miami-Dade HIV/AIDS Comprehensive Plan

BSR will continue its work with the Partnership to implement the three-year Comprehensive Plan for HIV/AIDS services in Miami-Dade County. BSR will staff the Implementation and Planning Committee, which was created to monitor and evaluate progress on the plan's implementation goals and objectives. BSR will conduct workshops, community forums, provider forums, and other activities to involve the community in the implementation of specific aspects of the plan. BSR will also maintain records of plan process and progress.

G.3. Assessment of the Administrative Mechanism

BSR will provide guidance and instruction to the Implementation and Planning Committee on conducting the yearly assessment of the grantee's administrative mechanism, including survey design, analysis, and reporting of information.

I-H. MIAMI-DADE HIV/AIDS PARTNERSHIP WEBSITE DEVELOPMENT AND MAINTENANCE

BSR will maintain and update the Internet website for the Miami-Dade HIV/AIDS Partnership, www.aidsnet.org, used to disseminate information related to the activities of the Partnership and the Ryan White Program, including Quality Management and Training activities germane to Partnership members, provider agencies, affected communities, and the general public. BSR will maintain current Partnership information on the website, including all reports, calendars, minutes, and official Partnership and committee documents. BSR will maintain linkages between the aidsnet.org website and the OSBM Ryan White Program website and the BSR corporate website, in order to maintain a seamless stream of information for Partnership members, community leaders, affected communities, and the public at large.

I-J. ANNUAL RYAN WHITE PART A GRANT APPLICATION SUBMISSION

BSR will assist OSBM in writing the annual competitive Ryan White Part A grant application, specifically all sections related to Partnership and Quality Management activities, unmet need estimates, severe need and epidemiologic sections, and other sections as negotiated with OSBM.

II. QUALITY MANAGEMENT (QM) AND TRAINING SERVICES

II-A. QUALITY MANAGEMENT PROGRAMS

The purpose of the Quality Management component of BSR's activities is to provide quality assurance services to Miami-Dade County and to the provider programs funded through the Ryan White Program. These services will support an on-going continuous process of program performance monitoring and quality improvement that evaluates and analyzes data and provides feedback to the County and to funded service programs. Key activities for the current contract year include:

- Working with the Performance Improvement Advisory Team (PIAT) to refine and implement

a system-wide Performance Improvement Plan.

- Provide technical assistance to providers on documentation and service delivery standards, performance improvement methodologies, and quality improvement projects based on identified needs.

- Research and identify specific standards and guidelines for service delivery and outcome measures related to core services, concentrating on select services each year and providing a full spectrum of performance standard development, evaluation and technical assistance over the course of succeeding years. Review, develop, and implement benchmarks, outcome measures, and performance targets for select services, in coordination with the County and the PIAT.

- Conduct several program-specific record reviews and service delivery reviews, including:
  - a fact-finding review of outreach services;
  - reviews of service delivery quality for residential and outpatient substance abuse treatment services for persons living with HIV/AIDS;
  - after technical assistance has been provided, follow-up case management record reviews for programs that did not achieve satisfactory evaluations in FY 2006-2007;
  - follow-up medical record reviews for programs that did not achieve satisfactory evaluations in FY 2005-2006;

- Conduct an annual client satisfaction survey.

- Identify data elements to be tracked in the SDIS and through other means, to track progress on selected quality indicators, and report on this progress to the County and the PIAT.

- Coordinate quality management activities with the work elements detailed in the Comprehensive Plan.

- Participate in monthly meetings with the County and Automated Case Management Systems, Inc. in order to streamline and trouble shoot issues related to the quality of the data gathered by the Service Delivery Information System (SDIS).

BSR will work with the County, service providers, and the Performance Improvement Advisory Team (PIAT) to identify and improve processes that lead to better outcomes, and assist in the development of a provider system that utilizes problem solving techniques and performance improvement strategies for a strengthened care and treatment system. BSR will develop processes for improvement in QM/QI activities, and modify the Performance Improvement Plan, as needed, in collaboration with the PIAT and OSBM.

A.1 Performance Improvement Plan/Program

The Performance Improvement (PI) Plan includes ensuring high quality care through the ongoing selection, development and review of key quality indicators, staff training, data collection and review, technical assistance, identification and resolution of problems, evaluation of results, provider feedback, measurement of outcomes and monitoring of change. Staff will convene and facilitate the PIAT and will work with providers and the County to implement the program outlined in the PI Plan.

A.2 Technical Assistance

As part of an ongoing PI Plan, BSR will provide technical assistance to providers in two ways: general technical assistance will be provided in order to evaluate and assist the providers to clearly understand documentation and service delivery standards and requirements, and BSR will facilitate forums for dissemination of best practices in provider training sessions and provider forums, in collaboration with the PIAT and OSBM.

Targeted technical assistance may be provided, as necessary, following external record reviews in which providers score below established benchmarks, or upon provider request. Results of external reviews will be discussed with providers in the PIAT, and action plans for addressing opportunities for systemic and provider-specific improvement will be developed in collaboration with the County.

A.3 Assist Providers with PI Plans

Collaborate with the PIAT in reviewing current provider Performance Improvement Plans. Provide training and assistance, both in groups and within individual agencies, to providers who need help developing a PI Plan. Assist in coordination of larger agency PI Plans with the Ryan White Title I (Part A) Program PI Plan.

A.4 Conduct a fact-finding review of Outreach Services (including an examination of potential points of entry into care)

BSR will conduct an investigative audit of outreach services in FY 2007-2008, pursuant to the identification of what constitutes outreach, what mechanisms appear to work best to engage (or re-engage) clients in treatment, and what barriers impede these processes. As part of this activity, BSR will conduct an examination of potential key points of entry into HIV/AIDS treatment, and determine productive avenues of collaboration with the Partnership, Title I (Part A), non-Title I (Part A) providers, and other community agencies to increase access to care among HIV+ communities.

A.5 Conduct a Review of Substance Abuse Treatment Documentation and Activities.

BSR will develop and implement a Treatment and Record Review of inpatient and outpatient substance abuse treatment for people living with HIV/AIDS, including reviews of service delivery models and documentation for residential and outpatient substance abuse treatment services, disposition at discharge, post-discharge support and engagement in outpatient substance abuse treatment, and relapse/recidivism rates.

A.6 Provide Case Management Technical Assistance and Follow-Up Case Management Record Reviews

It will be necessary to provide follow-up technical assistance to some case management provider agencies, based on the their performance in the 2006-2007 record reviews. This technical assistance will be combined with follow-up case management record reviews for those programs that did not achieve satisfactory evaluations.

A.7 Provide Medical Record Technical Assistance and Follow-Up Record Reviews

Based on their performance in the 2005-06 record reviews, it will be necessary to provide follow-up technical assistance to some medical provider agencies. This technical assistance will be combined

with follow-up medical record reviews for those programs that did not achieve satisfactory evaluations.

A.8 Conduct Client Satisfaction Survey

BSR will conduct an annual survey of PLWH/A consumers at major Ryan White Title I (Part A) Program provider locations. Since these locations are the primary source of care for low-income people living with HIV/AIDS in the County, this is the best way to obtain information from virtually all groups in a way that protects confidentiality. BSR will also construct the survey database, enter the data, conduct data analyses, and produce and disseminate a report.

BSR will analyze the results of the consumer survey, provide feedback, and recommend goals for improvement, based on data indicators, benchmarks, and outcome measures for services reviewed in collaboration with providers, PIAT, and OSBM.

A.9 Develop Benchmarks, Outcome Measures, and Targets

In conjunction with the PIAT and OSBM, BSR will review outcome measures currently used in the Miami-Dade EMA, and establish baseline performance standards and goals where necessary. Targets for expected improvement will be established with assistance from OSBM and providers.

BSR will work with the PIAT and providers to re-examine existing outcomes and measures, test the reasonableness of outcomes for key services, and make modifications as needed.

For several selected services (i.e. outpatient medical care, case management, substance abuse treatment, pharmacy, mental health services, and outreach), BSR will finalize selected data indicators to measure performance on the outcome measures selected, and obtain provider and Medical Care Subcommittee (as appropriate) review and input. BSR will report results by provider and throughout the provider system in aggregate.

A.10 Coordinate with the Miami-Dade HIV/AIDS Comprehensive Plan

The PI Program is part of the Comprehensive Plan. As such, it will coordinate with the Implementation and Planning Committee to improve care and treatment and resolve identified problems through activities such as technical assistance and education, training, record reviews, and other activities. Communication between the PIAT, PI Program, and Implementation and Planning staff and committee regarding provider performance on chosen outcome measures, improvement action plans and projects, and progress toward meeting Comprehensive Plan goals and objectives will be continuous and ongoing.

II-B. TRAINING SERVICES

Training activities under the Quality Management portion of the Scope of Work are directed toward several key groups: case managers (new case managers, experienced case managers and case manager supervisors), physicians, dentists, outreach workers, and Performance Improvement Advisory Team members.

BSR will use various trainers during the contract period to conduct training activities outlined below. Trainers will include BSR staff, community peers, local and national experts, as needed. BSR will utilize peers as a primary resource for sessions on sharing tools of the trade and developing connections with both consumers and service providers. BSR will coordinate and facilitate all

training activities, holding them at BSR facilities whenever possible.

In addition to the BSR facilities, BSR has established a network of training locations throughout the Miami-Dade County area. Most training locations will be free of cost; all will be accessible to people with disabilities. BSR will expand these as necessary to meet the needs of the community. Every effort is made to locate training at convenient sites.

BSR has a list of all case managers and their agencies, continuously updated, enabling case management training announcements to be sent directly to individuals as well as to the official Ryan White Title I (Part A) Program contact person. A similar list will be developed for quality improvement staff from various agencies, to inform these individuals of relevant training in addition to notices sent to their agencies. BSR keeps and will continue to keep files of all training topics, locations, handouts, attendee logs, and the agencies the attendees represent.

Pre and post-test evaluations will be developed for some of the training sessions, and the results will be analyzed by BSR and presented to the County. BSR will report training attendance data to providers and to the County on a quarterly basis, and correlate training attendance with results on performance indicators.

The training program encompasses the following categories of training:

II-A CASE MANAGER TRAINING

Case management training will have the following components:

- A.1 Updating, producing, and distributing the Case Management Handbook.
- A.2 Creating and producing a Case Management Proficiency Examination, and conducting a feasibility study of Case Management Certification.
- A.3 Providing Part A Basic Case Manager Orientation Training
- A.4 Providing monthly Case Manager Training
- A.5 Providing Case Manager Supervisor Training

These are discussed in greater detail below.

A.1 Maintaining, producing and distributing the Case Management Handbook

The Case Management Handbook serves as a reference tool for all case managers and supervisors. BSR revises the Case Management Handbook annually to ensure the most up to date information is included, and the revisions will be completed by June, 2007. Case managers will be provided an updated copy of the Handbook.

A.2 Reviewing, updating and producing a Case Management Proficiency Examination and conducting a feasibility study of Case Management Certification.

A proficiency test is under development by BSR, to measure knowledge of Ryan White Title I (Part A) case management standards and documentation requirements. The test will be pilot-tested in June, 2007, and will be administered to all case managers during scheduled case manager training. The first administration of the test will be diagnostic, and data will be used solely for internal analysis of strengths and weaknesses of the instrument, as well as of the individual case managers. Identified strengths and weaknesses will be built into the Case Manager Training and Case

Manager Supervisor Training, and a formal re-test will be conducted late in 2007. Results of the proficiency exam will be provided to the County and to the individual providers.

As a first step toward proficiency certification for case managers funded by the Ryan White Title I (Part A) Program, case managers receiving a satisfactory score on the examination will receive a certificate attesting to their passing score.

A.3 Title I (Part A) Basic Case Manager Orientation Training

Title I (Part A) standards currently state that case managers working in the Ryan White system for less than two years should have 20 hours of basic case management training. BSR will deliver this core training program.

A.3.1 Time, Syllabus and Training Methods

The twenty hour training program should be spread over the course of three weeks to include one full day training each week for the first two weeks, and one half day training on the third week. Presentations will cover an array of topics including duties and responsibilities of case management, knowledge of HIV/AIDS and associated health issues, knowledge of HIV/AIDS services and eligibility for such services, as well as an overview of other vital (non-HIV/AIDS related) community resources.

The current syllabus will be reviewed and revised to reflect recent changes in the program and the job descriptions of case managers. Topics covered will include documentation and paperwork, client assessment and referral, care planning, progress notes, policies and procedures, ADAP enrollment, eligibility, professional boundary issues, and ethics.

A variety of methods will be used to make the training effective and interesting. Power Point presentations, video clips and other media, standard lectures and case studies and other methodologies will be utilized. Practical exercises will be used as much as possible to reinforce information. Pre and post tests will be given for many topics to ascertain the level of knowledge gained: some of these may eventually become part of the Case Manager Proficiency Examination.

A.3.2 Program Presenters and Costs

Costs to the Title I (Part A) training budget will be minimal. There will be modest costs for refreshments for training participants, and administrative expenses for printing, copying and other office supplies. OSBM and BSR staff will provide some of the training instruction. Competent case management supervisors and/or Title I (Part A) agency directors will be utilized, especially for topics related to documentation and duties/responsibilities of the case manager. Staff members from the Miami-Dade County Department of Health, other Title I (Part A) personnel, and local community resources will be used whenever possible.

A.4 Monthly Case Manager Training Programs

Current Title I (Part A) standards, under review by the PIAT, state that case managers must complete at least 30 hours of system-wide training annually. The monthly training programs will continue, although efforts will be made to focus more on specific case management duties and HIV care and treatment management.

A.4.1 Case Management Duties

Results from the 2006-07 case management chart reviews will be analyzed to target specific areas in which training is needed. Results so far show that documentation/progress notes and completing assessment forms are common shortcomings; although agencies with particular problems will be offered one on one technical assistance, this TA will be supplemented by monthly training programs to reinforce performance improvement in these areas.

A.4.2 HIV Care and Treatment Management

HIV care and treatment guidelines are constantly changing, and case managers need to be trained on the most current standards of care. Additionally, as the Ryan White Title I (Part A) Program increasingly emphasizes medical case management models, case managers need to show their participation in clients' medical care. Although most case managers do not have medical training, they can be involved with clients in areas of adherence to medications, assistance with medical appointments, nutrition, dental referrals, and counseling on adherence to care and treatment.

A.4.3 Presenters and Costs

BSR staff, other local professionals, and pharmaceutical community liaisons will be presenters at monthly programs, thus reducing the need to pay speaker fees. Attempts will also be made to use seasoned case managers from the Ryan White Title I (Part A) Program to assist with presentations as well.

A.5 CASE MANAGEMENT SUPERVISOR TRAINING

The PIAT has recommended that Case Management Supervisor training consist of 30 hours annually, with 15 of those hours reserved for supervisory training. This training will be spread out evenly throughout the grant year, and every attempt will be made to schedule training sessions in convenient locations and to accommodate supervisors' time constraints.

A.5.1 Supervision and Management

Two full day sessions will be reserved for supervisory and management training; one to be scheduled in late spring/early summer, and one in the fall. A combination of community speakers and professionals from the outside business world will be used as presenters. Dr. Jane Allen Petrick, a BSR management training consultant, will provide a number of programs appropriate for Ryan White Title I (Part A) Program supervisors. These include *Mastering Organizational Politics, Influence and Alliances, Confronting the Tough Stuff: Conflict Resolution for Supervisors* and *Leadership Skills for Supervisors.*

A.5.2 Ryan White Title I (Part A) Program and Related Issues

An additional four to six half day sessions will cover Ryan White Title I (Part A) Program case management issues, new information on HIV/AIDS, as well as other concerns identified by case management supervisors. Topics and presenters for these programs will come mainly from the Miami-Dade community and may include staff from OSBM, BSR, HIV clinicians and representatives from pharmaceutical companies. Time will also be reserved for brainstorming, information sharing, and best practices presentations.

II-B CLINICAL STAFF TRAINING

BSR will work with the Florida AIDS Education and Training Center (AETC) to train and supervise medical record reviewers, and to provide AETC training to any HIV medical provider requesting assistance or identified as needing assistance.

II-C OUTREACH WORKERS

In addition to Department of Health training required by the County, outreach workers are required to obtain 20 hours of training on topics approved by the County. BSR will assist in the development and execution of the specific required outreach worker training, based on the guidelines, standards and outcome measures chosen for this service during the year. Emphasis will be placed upon effective linkages with key points of entry, measuring and monitoring the effectiveness of outreach efforts in linking HIV positive persons to care and increasing the success and effectiveness of outreach services.

Miami Dade College offers a 45-hour class in Community Health and Outreach Work. The BSR Training Coordinator will evaluate this class for the purposes of obtaining the most up-to-date information possible, and may recruit key Miami Dade College instructors in this area to present elements of the course to Ryan White Program outreach workers.

II-D PERFORMANCE IMPROVEMENT TRAINING

Note that early in the 2007-2008 program year, the QM program will review the QM plans described by all providers in their responses to the OSBM Request for Proposal (RFPs), with the intent of developing an overview of what QM and PI activities are already in place and what needs to be done to "improve the improvement process." Based on this review, quality improvement training will be held bi-monthly beginning in September 2007, focusing on the specific skills and knowledge needed to develop and implement agency quality improvement plans or to refine existing processes.

Training on quality improvement techniques will be available to individuals, agencies, and to the Miami-Dade HIV/AIDS Partnership as needed to effectively implement the PI Plan.

II-E. PROVIDER FORUMS

BSR will organize and staff quarterly service provider forums to assist the Miami-Dade HIV/AIDS Partnership and the Miami-Dade Office of Strategic Business Management with exchange of QM information to the community. Although the focus of the forums is not always quality improvement, additional performance improvement training may be presented to providers through the forums, including sessions on the Miami-Dade Ryan White Title I (Part A) Program Performance Improvement Plan, and on effectively creating and maintaining linkages with key points of entry in the community.

II-F SPECIAL TRAINING – STIGMA

One of the reasons given for rising rates of HIV infection in the African-American community is the sensitivity of the African-American community to the stigma against homosexuality, substance abuse, and HIV/AIDS itself. Given the number of new infections among African-Americans in Miami-Dade County, a training session(s) on stigma is deemed to be vital in the coming year. BSR will work with HRSA and NMAC to identify and utilize stigma training resources and information

available for use in the Miami EMA.

III Hours of Operation, Service Location and Principal Contact

BSR office hours are from 8:00 a.m. to 6:00 p.m., but professional staff will be available for evening or weekend hours as needed. Most training activities will be conducted on workdays during regular operating hours. No direct services will be provided to consumers of HIV/AIDS services. All work will be performed at BSR's corporate offices located at 2121 Ponce de Leon Boulevard, Suite 250, Miami, Florida 33134, or in the field, as appropriate.

Person Responsible for Program Administration

Dr. Robert A. Ladner, President
Behavioral Science Research Corporation (BSR)
2121 Ponce de Leon Boulevard, Suite 250
Coral Gables, Florida 33134
Office Number: (305) 443-2000
Fax Number: (305) 448-6825
rladner@behavioralscience.com

RYAN WHITE TITLE I (PART A)
ADDITIONAL REPORTING REQUIREMENTS

Behavioral Science Research, Inc. agrees to, at a minimum, assure completion of the following reporting requirements:

CARE Act Data Report:

- Name and Address of Provider
- Taxpayer Identification Number
- Contact Information (Name, Title, Phone and Fax Number, and Email Address)
- Name of Person Completing Report
- Calendar Year for Reporting
- Reporting Scope
- Provider Type
- Ownership Status
- Source(s) of Ryan White CARE Act Funding
- Indicate if Agency Provided the Grantee with Support in:
    - Planning or Evaluation
    - Administrative or technical support
    - Fiscal Intermediary Services
    - Technical Assistance
    - Capacity Development
    - Quality Management

Annual Progress Report:

- Information regarding accomplishments in the implementation of each Ryan White Title I (Part A) funded program.
- Information regarding delays, challenges, and difficulties related to the implementation of each Title I (Part A) funded service program, including standards of care and continuous quality improvement activities, daily operation of funded programs, and the Service Provider's strategies for resolving these issues.

Annual Inventory Report:

- All nonexpendable property purchased with Federal Ryan White Title I (Part A) funds from this and previous agreements with the County shall be inventoried annually by the Service

Provider and an inventory report submitted to the County, in a format to be approved by the County. Nonexpendable personal property, is defined as tangible personal property of a nonconsumable nature, with a value of $750 or more per item and with a normal life of one or more years.

- Nonexpendable property records shall indicate:
    - A description of the property and its use in relation to the provision of services as identified in Exhibit A;
    - Location of nonexpendable property;
    - Model number and manufacturer's serial number;
    - Date of acquisition;
    - Property cost;
    - Property inventory number;
    - Information on its condition; and
    - Information on its transfer, replacement or disposition.

EXHIBIT B

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
Behavioral Science Research Corporation	Quality Management Services for the Ryan White Title I (Part A) Program	3/1/07 - 2/29/08

DIRECT COSTS:	Object Class Categories	Ryan White: Title I (Part A) Service Costs	Ryan White: Title I (Part A) Indirect/Admin. Costs*	Other Funding: Other Title (Part A) Funds	Other Funding: All Other Federal Funds	Other Funding: City and/or State	Other Funding: General Oper./ Private	Total Cost For Budget Period	Percent Charged to Title I (Part A)
Personnel									
1. Position	Project Director	$47,775	$6,825	$54,600			$27,300	$136,500	40%
Fringes	Dr. Robert Ladner 35%	$16,931	$2,418	$19,349			$9,674	$48,372	40%
2. Position	Senior Administrator	$36,750		$36,750				$73,500	50%
Fringes	Elizabeth Hayden 24%	$8,657		$8,657				$17,314	50%
3. Position	Quality Mgmt. Coordinator	$59,600						$59,600	100%
Fringes	Ariela Eschel (5/1/07 - 2/29/08) 25%	$14,900						$14,900	100%
4. Position	Training Coordinator	$46,200						$46,200	100%
Fringes	Dennis Fleming 30%	$13,649						$13,649	100%
5. Position	Senior Analyst	$12,140		$6,070			$12,140	$30,350	40%
Fringes	Petra Brock-Getz 21%	$2,575		$1,283			$2,575	$6,433	40%
6. Position	Research Manager	$21,000		$18,375			$13,125	$52,500	40%
Fringes	Karla Llarena 20%	$4,141		$3,623			$2,590	$10,354	40%
7. Position	Bookkeeper/Office Mgr.		$11,025	$11,025			$22,050	$44,100	25%
Fringes	Deborah Shaw 26%		$2,863	$2,863			$5,726	$11,452	25%
8. Position	Research Assistant	$7,265					$14,530	$21,795	33%
Fringes	Barbara Fuenzalida 31%	$2,269					$4,538	$6,807	33%
	Subtotal	$293,852	$23,131	$162,595			$114,248	$593,826	
Travel (local, staff, record reviewers, interviewers)		$1,000		$630				$1,630	61%
Supplies		$700		$4,000			$6,000	$10,700	7%
Equipment/Computer/Repair		$1,500		$3,500			$7,000	$12,000	13%
Contractual: Technical Assistance		$2,000						$2,000	100%
Contractual: Training		$5,000						$5,000	100%
Contractual: Record Reviews		$26,500						$26,500	100%
Contractual: Surveys/Studies		$15,000		$10,000				$25,000	60%
Other Direct Costs: Staff Expenses (Out of Town Travel)		$500		$1,500			$600	$2,600	19%
Other Direct Costs: Printing/Copying		$1,450		$2,000			$3,500	$6,950	21%
Other Direct Costs: Postage		$250		$800			$1,400	$2,450	10%
Other Direct/Indirect Costs: Staff Parking and Other Administrative Expenses		$4,148	$6,569	$15,230			$10,250	$36,197	30%
Other Direct/Indirect Costs: Rent - Offices		$25,200	$12,200	$66,390			$71,610	$175,400	21%
	Subtotal	$83,248	$18,769	$104,050			$100,360	$306,427	
	TOTAL	**$377,100**	**$41,900**	**$266,645**			**$214,608**	**$900,253**	
	TOTAL AWARD	**$419,000**							

*Total not to exceed 10% of Contract Award

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BEHAVIORAL SCIENCE RESEARCH CORPORATION
Line Item Budget Justification
Quality Management Services for the Ryan White Title I (Part A) Program, Including a Training Program for Direct Service Personnel
RYAN WHITE TITLE I (PART A) NEW CONTRACT - FY 2007-08
MARCH 1, 2007 – FEBRUARY 29, 2008

DIRECT COSTS ($377,100)

Personnel: Salaries and Fringe Benefits ($293,852)

Project Director ($47,775):
This line item represents the salary of one (1) full-time Project Director (Dr. Robert Ladner - President of Behavioral Science Research Corporation), who will dedicate 35% of his time to Title I (Part A) Quality Management for the Miami-Dade Ryan White Title I (Part A) Program activities. In total, Title I (Part A) funds will be used to support 80% of Dr. Ladner's salary and fringe benefits, split between the Quality Management budget [direct (35%) and indirect (5%)], and the Staff Support budget [direct (30%) and indirect (10%)]. Dr. Ladner is responsible for direction of the quality management project, including coordinating all activities and acting as liaison to the Title I (Part A) grantee, Miami-Dade County Office of Strategic Business Management. Dr. Ladner will coordinate all aspects of the program, including workgroups, meetings, training, personnel, and implementation of the Quality Management Plan, record reviews, report preparation, and technical assistance, and will provide training in Quality Management techniques as appropriate. Dr. Ladner will directly oversee the work of the Senior Administrator, Research Manager, Senior Analyst and Bookkeeper/Office Manager in support of the Quality Management and Training functions, as well as in support of Staff Support, and with the Senior Administrator will oversee the work of the Staff Support Project Manager, the Training Director and the Quality Management Director.

Senior Administrator ($36,750):
This line item represents the salary of one (1) full-time Senior Administrator (Elizabeth Hayden) who will dedicate 50% of her time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership and 50% of her time to Title I (Part A) Quality Management and Training. In total, Title I (Part A) funds will be used to support 100% of Ms. Hayden's salary and fringe benefits. Under this budget, Ms. Hayden is responsible for oversight of the quality management record review and quality management office functions, and will work with the Training Coordinator to develop and implement effective training programs for case managers. She will directly oversee the Project Manager, Project Coordinators and Research Assistant on the Staff Support Side, and the Training Coordinator and Quality Management Coordinator on the Quality Management side.

Quality Management Coordinator ($59,600):
This line item represents the salary of one (1) full-time Quality Management Coordinator (Ariela Eschel) during the period of May 1, 2007 through February 29, 2008. Ms. Eschel will dedicate 100% of her time to the Title I (Part A) Quality Management program. Title I (Part A) funds will be used to support 100% of this position's salary and fringe benefits. The Quality Management Coordinator will report to the Senior Administrator, and will be responsible for the day-to-day supervision of various record reviews, analysis of record review data, development of QM databases, measurement of outcomes, and analysis of data from the Service Delivery Information System (SDIS) for quality improvement purposes, working with Ms. Brock-Getz, Ms.

Llarena and Mr. Fleming in all aspects of the Title I (Part A) Quality Management Program. Title I (Part A) funds will support 100% of this position's salary and fringe benefits as a direct cost during the 12-month budget period.

Training Coordinator ($46,200):
This line item represents the salary of one (1) full-time Training Coordinator (Dennis Fleming) who will dedicate 100% of his time to training activities and technical assistance, working with Dr. Ladner and Ms. Hayden in the implementation of the Title I (Part A) Quality Management training program, providing technical assistance to programs with identified recordkeeping deficiencies, and training case managers, outreach workers, and other personnel as necessary. Title I (Part A) is being charged 100% of this position's salary and fringe benefits for the 12-month budget period.

Senior Analyst ($12,140):
This line item represents the salary of one (1) part-time Senior Analyst (Petra Brock-Getz) who will dedicate 40% of her work time to Title I (Part A) Quality Management program. Ms. Brock-Getz will be principally responsible for SDIS data analysis, generating special data analyses in support of quality management issues, validation of record review data and substantiation of program claims, as well as other incidental special analyses of data in the SDIS database. She will interface externally with the Grantee and with Automated Case Management (ACMS). Title I (Part A) is being charged 40% of this position's salary and fringe benefits during the 12-month budget period.

Research Manager ($21,000):
This line item represents the salary of one (1) full-time Research Manager (Karla Llarena) who will dedicate 40% of her time to Title I (Part A) Quality Management and Training. Ms. Llarena will be principally responsible for conducting needs assessment surveys, client satisfaction studies, provider surveys and other survey research and analysis activities related to the generation of primary data for the Partnership and Grantee. Title I (Part A) is being charged 40% of this position's salary and fringe benefits during the 12-month budget period.

Research Assistant ($7,265):
This line item represents the salary of one (1) full-time Research Assistant (Barbara Fuenzalida) who will dedicate 33% of her time to providing survey coding, editing and data entry for the Quality Management component during the 12-month budget period. She will work under the direction of Ms. Llarena and Ms. Brock-Getz. Title I (Part A) is being charged 33% of this position's salary and fringe benefits during the 12-month budget period.

Fringe Benefits ($63,122):
Fringe benefits are calculated between 20% and 35% of these positions' salaries and include health insurance, dental insurance, Worker's Compensation, Florida and federal unemployment compensation insurance, disability insurance, Social Security and Medicare contributions, and BSR's contributions on behalf of the employees to BSR's 401(k).

Travel – Staff (Local) ($1,000):
This line item covers 61% of the cost of mileage for staff, record reviewers and interviewers, to travel to provider agencies for record review and data collection, and to provide consultation and technical assistance as necessary. BSR will be reimbursed at the rate of $0.485 per mile. Under this budget, it is estimated that approximately 2,061.855 miles (an average of 171.821 miles per month for a period of 12 months) traveled will be charged to the Title I (Part A) Program. Under this budget, Title I (Part A) is being asked to cover 61% of the cost of this expense during the 12-month budget period.

Supplies ($700):
This line item includes the cost of paper and other materials as needed to conduct quality management activities and prepare for related meetings. Included in these costs are binders and other training materials, such as newsprint, markers, as well as curricula and collateral training materials. The supplies cost for Quality Management is less than the paper-intensive Staff Support function. In the context of all of BSR/Ask Miami's supply use, Title I (Part A) Quality Management is being charged 7% of this expense as a direct cost.

Equipment/Computer/Repair ($1,500):
This line item includes the cost of repairs and maintenance of the office equipment used by Title I (Part A) Quality Management program staff, system maintenance, and hardware reconfiguration. This line item also include the cost of computer parts used for the project, and the cost of maintaining copiers, printers and fax machines. Where applicable, the maintenance costs are charged back to Staff Support or Quality Management on the basis of the workstation generating the service call. In the context of all of BSR/Ask Miami's computer repair and equipment maintenance costs, Title I (Part A) is being charged 13% of this expense as a direct cost during the 12-month budget period.

Contractual: Technical Assistance ($2,000):
This line item covers 100% of the cost of consultants for on-site and targeted technical assistance that will be provided to Ryan White Title I (Part A) service providers. This technical assistance will be provided as a result of deficiencies and areas for improvement identified by the record reviews, surveys and also from provider requests for assistance in specific program areas such as documentation and charting. Compensation will be based on travel expenses (approved in advance by BSR), number of hours worked or sessions conducted, and pre-determined deliverables (i.e., summary of encounters, progress reports and activity reports), not to exceed a total of $2,000 under this budget. The number of hours and/or pay will be specified in the individual subcontracts. All subcontracts will be approved by Miami-Dade County prior to implementation.

Contractual: Training ($5,000):
This line item covers 100% of the cost of consultants used for various training activities, as described in the scope of work. In addition, trainers with expertise in certain areas such as case management, substance abuse, documentation, outreach activities, and mental health therapy/ counseling may be retained for training purposes. This line item will cover training expenses for monthly case management meetings, outreach worker trainings, supervisor level trainings, and any training sessions conducted as part of OSBM's provider forums. Compensation will be based on travel expenses (approved in advance by BSR), the number of hours worked or sessions conducted, not to exceed a total of $5,000 under this budget. All subcontractors will be approved by Miami-Dade County prior to implementation. This budget also includes specific training provided to Dennis Fleming in train-the-trainer contexts. The number of hours and/or pay will be specified in the individual subcontracts. Title I (Part A) will be charged 100% of the

costs of this expense during the 12-month budget period.

Contractual: Record Review ($26,500):
BSR will contract with experienced consultants to conduct record reviews. A cadre of nurses, case managers and compliance auditor reviewers will be recruited and trained (in some cases, by AETC) for the increased case management, medical, outreach and substance abuse record reviewing activities described in the scope of work. Compensation will include both per-record reviewing and pre-review training and post-review technical assistance. All record review subcontracts will be approved by Miami-Dade County OSBM prior to implementation. The number of hours and/or pay will be specified in the individual subcontracts. The number of hours and/or pay will be specified in the individual subcontracts. Title I (Part A) is being charged 100% of this expense during the 12-month budget period.

Contractual: Surveys/Studies ($15,000):
This line will cover the cost of interviewers, survey coders and data entry personnel and incentive vouchers for PLWHAs needed to conduct various quality management research projects, including client satisfaction surveys, surveys of clients in gatekeeper organizations and focus groups (including facility costs and incentive vouchers). Because the same interviews with PLWHAs may provide information for both needs assessments and assessments of program quality satisfaction, the costs are split between the Staff Support and Quality Management budgets. PLWHAs themselves may be retained as interviewers, if appropriate. Other individuals will be compensated on a per-hour rate determined by qualifications and the nature of the activity. In instances where focus groups are conducted at the BSR facility, no facility rental charges will be included and non-facility costs will recaptured on a reimbursement basis only. On occasion, specialty graphics analysts (e.g., GIS analysts, epidemiologists) may be retained to assist in analyses. All subcontracts will be approved by Miami-Dade County prior to implementation. Under this budget, Title I (Part A) will cover 60% of this expense during the 12-month budget period. The number of hours and/or pay will be specified in the individual subcontracts. The balance will be covered under the Title I (Part A) Staff Support budget.

Staff Expenses (out-of-town travel) ($500):
This line item covers 19% of the travel expense for staff to attend in-state and any HRSA-sponsored out-of-state meetings and conferences related to Title I (Part A) Quality Management activities, not to exceed $500.

Printing/Copying ($1,450):
This line item covers 21% of the cost of outside printing to make copies of materials for quality management activities, as well as copying materials for mailings and other distributions to service provider, stakeholders, and the Partnership as appropriate. Materials copied will include surveys, special documents, reports, the Case Management Handbook, the Quality Management Plan, and materials for all training sessions that would require outside printing.

Postage ($250):
Mailings will be required to inform providers, stakeholders, and the Partnership of various quality management activities. This is not a large expense, as email has largely become the outbound information distribution system of choice, but there are still instances where hard copies need to be mailed. This line item also includes services such as overnight mail and courier, as needed. Title I (Part A) is being charged 10% of this expense during the 12-month budget period.

Staff Parking and Other Administrative Expenses ($4,148):
This line item covers 11% of the cost of three nonreserved parking spaces (Ms. Hayden, Mr. Fleming, incoming Quality Management Coordinator) located at 2121 Ponce de Leon Blvd., for use by the added direct service staff, plus allocated parking costs for Dr. Ladner, Ms. Llarena, Ms. Brock-Getz and Ms. Shaw, plus hourly parking for PLWHA interviewers, record reviewers, contractual data entry personnel and persons attending PIAT and other Quality Management meetings at BSR. Hourly parking is charged in four-hour blocks at $2.50 per block.

This line item also includes a portion of the cost of an annual audit, as required by OSBM, and a portion of other administrative expenses (e.g., corporate liability insurance, property and casualty insurance, Coral Gables and Miami-Dade licenses and fees, etc.). Title I (Part A) is charged 11% of the cost of this line item during the 12-month budget period.

Rent - Offices ($25,200):
This cost includes 1,425 square feet of dedicated Ryan White Title I (Part A) office space located at 2121 Ponce de Leon Blvd., 4th Floor, and shared space in Suite 250 and Suite 230, to be shared by Staff Support and Training/Quality Management program activities along with other BSR and Ask Miami functions. The use of the shared space (especially the conference center in Suite 230) is less for Quality Management than for Staff Support, and the allocation of rental costs reflects the more intense use of Suite 230 by Staff Support personnel for meetings of Partnership standing committees, community input meetings and so forth. Quality Management meetings include training sessions, PIAT meetings and the use of space by research analysts, interviewers, survey researchers, data entry personnel and administration. This line item also includes a necessary secure storage space for Ryan White archives. Under this budget, a total of $37,400 has been allocated to Quality Management office rents, of which $25,200 will be charged as direct costs and $12,200 as indirect costs. Title I (Part A) is being charged 14% of the agency's total rent expense during the 12-month budget period.

INDIRECT COSTS ($41,900):

Personnel: Salaries and Fringe Benefits ($23,131)

Project Director ($6,825):
This line item represents 5% of the salary of Dr. Robert Ladner, president of Behavioral Science Research Corporation, who will dedicate a total of 40% of his time to Title I (Part A) Quality Management for the Miami-Dade HIV/AIDS Partnership during the 12-month budget period. Title I (Part A) funds will be used to support 80% of Dr. Ladner's salary, split between the Quality Management budget [direct (30%) and indirect (10%)], and the Staff Support budget [direct (35%) and indirect (5%)].

Bookkeeper/Office Manager ($11,025):
This line item represents 25% of Deborah Shaw's 12-month salary. In total, Title I (Part A) will cover 50% of Ms. Shaw's salary, divided between the Quality Management budget [indirect costs (25%)] and the Staff Support budget [direct costs (25%)]. Ms. Shaw will handle all bookkeeping associated with staff and consultant payments and reimbursements under this budget.

Fringe Benefits ($5,281)
Fringe benefits are calculated at 26% and 35% of these positions' salaries and include health insurance, dental insurance, Social Security, Medicare, Worker's Compensation, federal and State unemployment insurance, disability insurance, auto reimbursement, and employer's nonelective contributions to the 401(k).

Other Administrative Expenses ($6,569):
This line item includes external accounting fees, allocation of property and casualty insurance, and costs of general liability insurance associated with operating Behavioral Science Research in Miami-Dade County. In addition, this item includes a portion of the cost of an annual audit, to be conducted in accordance with the requirements of OSBM. The annual audit cost is divided between indirect cost for Staff Support and indirect cost for Quality Management. Title I is being charged 18% of this expense as an administrative cost.

Rent - Offices ($12,200):
This cost reflects about one third of the total rent costs allocated to this project, including 1,425 square feet of dedicated Ryan White office space located at 2121 Ponce de Leon Blvd., 4th Floor and 5,000 square feet of shared administrative, focus group, meeting room, data entry and research management space in Suites 250 and 230, shared by Staff Support and Training/Quality Management staff activities along with BSR and BSR/Ask Miami functions. This line item also includes a necessary secure storage space for Ryan White archives. Title I (Part A) is being charged 7% of the agency's total rent expense under this budget as an indirect cost during the 12-month budget period.

TOTAL AWARD: $419,000

BEHAVIORAL SCIENCE RESEARCH CORPORATION
Quality Management Services for the Ryan White Title I (Part A) Program, Including a Training Program for Direct Service Personnel Payment Schedule
MARCH 1, 2007 – FEBRUARY 29, 2008

MONTH	AMOUNT
March 2007	$34,916
April 2007	$34,916
May 2007	$34,916
June 2007	$34,916
July 2007	$34,916
August 2007	$34,916
September 2007	$34,916
October 2007	$34,916
November 2007	$34,916
December 2007	$34,916
January 2008	$34,916
February 2008	$34,924
TOTAL AWARD	**$419,000**

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
Behavioral Science Research Corporation	Staff Support Services for the Miami-Dade HIV/AIDS Partnership	3/1/07 - 2/29/08

DIRECT COSTS:	Object Class Categories	Ryan White: Title I (Part A) Service Costs	Ryan White: Title I (Part A) Indirect/Admin. Costs*	Other Funding: Other Title I (Part A) Funds	Other Funding: All Other Federal Funds	Other Funding: City and/or State	Other Funding: General Oper./ Private	Total Cost For Budget Period	Percent Charged to Title I (Part A)
Personnel									
1. Position	Project Director	$40,950	$13,650	$54,600			$27,300	$136,500	40%
Fringes	Dr. Robert Ladner 35%	$14,512	$4,837	$19,349			$9,674	$48,372	40%
2. Position	Senior Administrator	$36,750		$36,750				$73,500	50%
Fringes	Elizabeth Hayden 24%	$8,657		$8,657				$17,314	50%
3. Position	Project Manager	$65,100						$65,100	100%
Fringes	Dennese Neal/vacant 22%	$14,160						$14,160	100%
4. Position	Project Coordinator II	$44,100						$44,100	100%
Fringes	Marlen Hernandez 24%	$10,500						$10,500	100%
5. Position	Project Coordinator II	$41,805						$41,805	100%
Fringes	Christina Bontempo 25%	$10,353						$10,353	100%
6. Position	Senior Analyst	$6,070		$12,140			$12,140	$30,350	20%
Fringes	Petra Brock-Getz 21%	$1,283		$2,575			$2,575	$6,433	20%
7. Position	Research Manager	$18,375		$21,000			$13,125	$52,500	35%
Fringes	Karla Llarena 20%	$3,623		$4,141			$2,590	$10,354	35%
8. Position	Bookkeeper/Office Manager	$11,025		$11,025			$22,050	$44,100	25%
Fringes	Deborah Shaw 26%	$2,863		$2,863			$5,726	$11,452	25%
9. Position	Research Assistant	$15,560						$15,560	100%
Fringes	Ana Martinez 31%	$4,777						$4,777	100%
	Subtotal	$350,463	$18,487	$173,100			$95,180	$637,230	
Travel (local)		$630		$1,000				$1,630	39%
Supplies		$4,000		$700			$6,000	$10,700	37%
Equipment/Computer/Repair		$3,500		$1,500			$7,000	$12,000	29%
Contractual: Substantive Consulting		$20,000						$20,000	100%
Contractual: Surveys/Studies		$10,000		$15,000				$25,000	40%
Other Direct Costs: PWA Expenses		$2,000						$2,000	100%
Other Direct Costs: Outreach Public Relations		$7,500						$7,500	100%
Other Direct Costs: Telephones		$3,800					$8,000	$11,800	32%
Other Direct Costs: Partnership Website Development and Maintenance		$2,000						$2,000	100%
Other Direct Costs: Printing/Copying		$2,000		$1,450			$3,500	$6,950	29%
Other Direct Costs: Postage		$800		$250			$1,400	$2,450	33%
Other Direct/Indirect Costs: Rent - Offices		$45,617	$20,773	$37,400			$71,610	$175,400	38%
Other Direct Costs: Council Training		$1,500						$1,500	100%
Other Direct Costs: Meeting Expenses		$500						$500	100%
Other Direct Costs: Staff Expenses (out of town travel)		$1,500		$500			$600	$2,600	58%
Other Direct/Indirect Costs: Staff/Partnership Parking, and Other Administrative Expenses		$3,460	$11,770	$10,717			$10,250	$36,197	42%
	Subtotal	$108,807	$32,543	$68,517			$108,360	$318,227	
	TOTAL	**$459,270**	**$51,030**	**$241,617**			**$203,540**	**$955,457**	
	TOTAL AWARD	**$510,300**							

*Total not to exceed 10% of Contract Award

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BEHAVIORAL SCIENCE RESEARCH CORPORATION
Line Item Budget Justification
Staff Support Services
for the Miami-Dade HIV/AIDS Partnership
RYAN WHITE TITLE I (PART A) NEW CONTRACT - FY 2007-08
MARCH 1, 2007 – FEBRUARY 29, 2008

DIRECT COSTS: $459,270

Personnel: Salaries and Fringe Benefits ($350,463)

Project Director ($40,950):
This line item represents 30% of Dr. Robert Ladner's 12-month salary. Dr. Ladner will dedicate 40% of his time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership [direct (30%) and indirect (10%)], and 40% of his time to Title I (Part A) Quality Management and Training [direct (35%) and indirect (5%)] . In total, Title I (Part A) funds will be used to support 80% of Dr. Ladner's salary and fringe benefits. For Staff Support, Dr. Ladner will be responsible for providing professional and technical expertise in the Needs Assessment, research, data analysis, comprehensive planning, and document production aspects of the project. In addition, he will provide oversight and administrative support for the Miami-Dade HIV/AIDS Partnership. Dr Ladner will directly oversee the work of the Senior Administrator, Research Manager, Senior Analyst and Bookkeeper/Office Manager in support of the Staff Support and Quality Management functions, and with the Senior Administrator will oversee the work of the Staff Support Project Manager, the Training Director and the Quality Management Director.

Senior Administrator ($36,750):
This line item represents 50% of Elizabeth Hayden's 12-month salary. Ms. Hayden will dedicate 50% of her time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership and 50% of her time to Title I (Part A) Quality Management and Training. In total, Title I (Part A) funds will be used to support 100% of Ms. Hayden's salary and fringe benefits. Ms. Hayden is responsible for oversight of the office functions of the Title I (Part A) Staff Support operations, lending her expertise in Ryan White program operation and needs assessment to the day-to-day operations of the Staff Support team. She will directly oversee the Project Manager, Project Coordinators and Research Assistant on the Staff Support Side, and the Training Director and Quality Management Director on the Quality Management side.

Project Manager ($65,100):
This line item represents 100% of the Project Manager's (Dennese Neal and vacant) 12-month salary. This position will dedicate 100% of her time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership. The Project Manager is responsible for assuming leadership in Partnership staff support activities and logistics, including committee staffing, bylaws revision, updates of the Comprehensive Plan, annual Needs Assessment, Assessment of the Administrative Mechanism, and other related activities.

Project Coordinator II ($44,100):
This line item represents 100% of Marlen Hernandez's 12-month salary. Ms. Hernandez will dedicate 100% of her time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership. Her primary function is to provide professional expertise and staff support to the Partnership and various committees, by preparing various analyses as needed, keeping the Partnership and its members abreast of relevant activities, funding and programs,

working with committees on agendas and other business, staffing meetings, and preparing minutes.

Project Coordinator II ($41,805):
This line item represents 100% of Christina Bontempo's 12-month salary. Ms. Bontempo will dedicate 100% of her time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership. Ms. Bontempo is responsible for coordinating staff support activities, maintaining contact information for Partnership members and interested parties, and will maintain continuous contact with Partnership and committee members. She will work with full Partnership and Committee chairs to set agendas, schedule meetings, set up locations, notify the community, and staff meetings as needed. She will also prepare meeting minutes. She will provide staff support for membership applications, including maintaining membership and representational categories, and grievance procedures as needed and will perform other staff support duties. Ms. Bontempo also serves as the Webmaster for the Partnership's website, www.AIDSNET.org.

Senior Analyst ($6,070):
This line item represents 20% of Petra Brock-Getz's 12-month salary. Ms. Brock-Getz is a half-time employee of BSR, and will dedicate 20% of her time (10% FTE) to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership and 40% of her time (20% FTE) to Quality Management and Training. In total, Title I (Part A) funds will be used to support 60% of Ms. Brock-Getz's salary (30% FTE) during the 12-month budget period. Ms. Brock-Getz will be principally responsible for SDIS data analysis, generating special data analyses in support of needs assessments and requests from the Partnership for special analyses related to the SDIS database. She will interface externally with the Grantee and with Automated Case Management (ACMS).

Research Manager ($18,375):
This line item represents 35% of Karla Llarena's 12-month salary. Ms. Llarena will dedicate 35% of her time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership and 40% of her time to Quality Management and Training. In total, Title I (Part A) funds will be used to support 75% of Ms. Llarena's salary during the 12-month budget period. Ms. Llarena will be principally responsible for the conduct of needs assessment surveys, client satisfaction studies, provider surveys and other survey research and analysis activities related to the generation of primary data for the Partnership and Grantee.

Bookkeeper/Office Manager ($11,025):
This line item represents 25% of Deborah Shaw's 12-month salary. Ms. Shaw will dedicate 25% of her time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership as a direct cost, and 25% of her time to Quality Management and Training as an indirect cost. In total, Title I (Part A) will cover 50% of Ms. Shaw's salary during the 12-month budget period. Ms. Shaw is responsible for processing staff and PLWHA expense requests, will handle all bookkeeping associated with reimbursements to PWAs, and will review and process all expenses for meetings and special projects undertaken as part of this contract. She will serve as the personnel manager for Ryan White staff, as well as handling all payroll, insurance, supply orders and other administrative duties. She will also provide staff support to Partnership members and Committee chairs in answering reimbursement questions.

Research Assistant ($15,560):
This line item represents 100% of Ana Martinez' 12-month salary. Ms. Martinez is a part-time employee of BSR. Ms. Martinez will dedicate 100% (50% FTE) of her time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership; Title I (Part A) will therefore cover 100% of Ms. Martinez's salary (50% FTE) during the 12-month budget period. Ms. Martinez is responsible for the design of Partnership brochures and advertising material, for translation of these materials into Spanish, and supervision of printing for all externally-produced printed material. She assists Staff Support staff in preparation of materials for distribution at Partnership and committee meetings, and in producing outbound mailings as needed.

Fringe Benefits ($70,728):
Fringe benefits are calculated between 20% and 35% of these positions' salaries and include health insurance, dental insurance, Worker's Compensation, Florida and federal unemployment compensation insurance, disability insurance, Social Security and Medicare contributions, and BSR's contributions on behalf of the employees to BSR's 401(k).

Travel – Staff (Local) ($630):
This line item covers the cost of mileage reimbursement for Ryan White Title I (Part A) Staff Support staff for local travel to Partnership meetings, use of public transportation for meetings downtown, and extramural parking expenses where required. BSR will be reimbursed at the rate of $0.485 per mile. Under this budget, it is estimated that approximately 1,298.969 miles (an average of 108.247 miles per month for a period of 12 months) traveled will be charged to the Title I (Part A) Program. Under this budget, Title I (Part A) is being asked to cover 39% of the cost of this expense during the 12-month budget period.

Office Supplies ($4,000):
This line item includes paper, pens, pads, file folders, flip charts, copier toner, printer toner, fax toner, and other material as needed to serve the Partnership and its committees, and to provide PLWHA Partnership members with supplies for meetings and related activities as requested. Title I (Part A) is being charged 37% of this expense during the 12-month budget period.

Equipment/Computer/Repair ($3,500):
This line item includes the cost of repairs and maintenance of Title I (Part A) office equipment used by Title I (Part A) program staff, additional software, various items of computer equipment and office equipment; system maintenance, hardware reconfiguration, and related computer costs, including the cost of parts for computers used for the project; the cost of maintaining printers and fax machines; and the cost of labor to maintain computers, reconfigure system, troubleshoot problems, and make repairs once the equipment has been installed at BSR. BSR retains an IT network professional to maintain the computer equipment and install new equipment as necessary. This person bills BSR separately for all functions related to Ryan White Title I (Part A) operations or the equipment used by Staff Support personnel. A total of $5,000 will be charged to the Title I (Part A) Program for this function, of which $3,500 is allocated to Staff Support and $1,500 is allocated to Quality Management. Under this budget, Title I (Part A) is being charged 29% of this expense during the 12-month budget period.

Contractual: Substantive Consulting ($20,000):
This line item includes the cost of substantive professional consultation in support of the Needs Assessment and annual grant preparation needs of the Staff Support function. The substantive consultation is estimated at $20,000 for assistance in the construction of the epidemiological profile(s) used in the Needs Assessment, other health-care-related analyses and substantive

consulting by Judith Williams, Ph.D. Other funds may be used for external translation of Partnership material into Creole or other extramural assistance as required. The number of hours and/or pay will be specified in the individual subcontracts. All subcontracts will be approved by Miami-Dade County prior to implementation. Under this budget, Title I (Part A) is being asked to cover 100% of the cost of this expense during the 12-month budget period.

Contractual: Surveys/Studies ($10,000):
This line item will cover contract personnel necessary to conduct various needs assessment-related activities, including focus groups, interview studies, and self-administered surveys, to identify both unmet needs and service delivery shortfalls. Because the same interviews with PLWHAs may provide information for needs assessments and assessments of program satisfaction, these costs are split between Staff Support and Quality Management components. PLWHAs themselves may be retained as interviewers, if appropriate; other individuals will be compensated on a per-hour rate determined by qualifications and the nature of the activity (e.g., data collection or data entry). Other costs included in this line item will be incentive vouchers for PLWHA survey respondents and expenses related to focus groups (including incentive vouchers to participants and facility rental costs). In instances where focus groups are conducted at the BSR facility or BSR research employees are used for recruitment or management, costs will be recaptured on a reimbursement basis only. The number of hours and/or pay will be specified in the individual subcontracts. All subcontracts will be approved by Miami-Dade County prior to implementation. A total of $25,000 is budgeted for these costs; the Title I (Part A) Staff Support budget will cover 40% of this expense and the balance will be covered under the Title I (Part A) Quality Management budget during the 12-month budget period.

PLWHA Expenses ($2,000):
Included in this line item is reimbursement to qualified Partnership members for parking and mileage expenses arising out of attendance at related meetings, including PLWHA travel expenses and registration for conferences as approved by the County. In addition, funds are provided for PLWHA refreshments at Partnership and Committee meetings and training sessions held in the BSR offices and special meetings (e.g., Care and Treatment Committee) held off premises. Title I (Part A) will cover 100% of this expense during the 12-month budget period.

Outreach/Public Relations ($7,500):
This line item includes the cost of advertising specialties, signs, banners, table toppers, HIV/AIDS event registrations, and other expenses related to publicizing the Partnership, recruiting new members and increasing the interest of the community in the proceedings and decisions of the Partnership, as guided by the Community Coalition Committee and the Partnership. Title I (Part A) is being charged 100% of this expense during the 12-month budget period.

Telephones ($3,800):
This line item represents allocated monthly costs for five (5) telephone access lines and a dedicated DSL line for the remote office. Title I (Part A) is being charged 32% of this expense during the 12-month budget period.

Partnership Website Development and Maintenance ($2,000):
This line item includes access and web-hosting fees for the Partnership's website, updates to design, trouble-shooting, and further developmental activities not handled by direct staff, including advanced web development training for Christina Bontempo and web development

software specifically intended for the aidsnet.org site. Title I (Part A) is being charged 100% of this expense during the 12-month budget period.

Printing and Copying ($2,000):
This line item covers the cost of outside printing company to make copies of materials for the Partnership and its Committees, and the internal costs of copying materials for mailings and distribution to Partnership members and other parties. On a regular basis, the volume of copying is very high. Other materials copied include issue briefs, surveys, special documents and reports. A total of $3,450 has been allocated for this, of which $2,000 is allocated as a direct cost and the balance will be covered expense, by other Title I (Part A) funds and General Operating/Private funds. Title I (Part A) is being charged 29% of this expense during the 12-month budget period.

Postage ($800):
Extensive mailings are required for Partnership activities, and the cost of postage is included in this budget as a direct expense. This line item also includes overnight mail and courier services. A total of $981 is allocated for this expense, of which $800 will be allocated as a direct cost for Staff Support and $250 will be allocated under Quality Management. This cost includes the cost of renting a postage meter through the end of the existing WSA lease. Title I (Part A) is being charged 33% of this expense as a direct cost during the 12-month budget period.

Rent - Offices ($45,617):
This cost includes 1,425 square feet of dedicated Ryan White Title I (Part A) office space located at 2121 Ponce de Leon Blvd., 4th Floor, and shared space in Suite 250 and Suite 230, to be shared by Staff Support and Training/Quality Management program activities. Staff Support activities in Suites 230 and 250 include regularly scheduled meetings of Partnership standing committees, community input meetings, focus groups, Partnership and PLWHA training meetings and the use of BSR space by research analysts, interviewers, survey researchers, data entry personnel and administration. This line item also includes a necessary secure storage space for Ryan White archives. Under this budget, a total of $66,390 has been allocated to Staff Support office and storage rental expense, of which $45,617 will be charged as direct costs and $20,773 as indirect costs. Title I (Part A) is being charged 26% of this expense during the 12-month budget period.

Council Training ($1,500):
This line item includes estimated costs of setting up training sessions for new and current Partnership members; retaining existing staff as trainers, but allowing for additional Partnership training by Dr. Petrick, BSR staff consultant in organizational development, as needed. Existing staff time is covered under personnel costs. This line item is only for external trainers that require more space than the BSR training center and focus group center can accommodate. Title I (Part A) is charged 100% of this expense during the 12-month budget period.

Meeting Expenses ($500):
This line item covers 100% of the cost of renting external facilities and special equipment for Partnership activities, including committee meetings and special meetings as required by the County, when the meeting requirements exceed the capacity of the BSR facilities (e.g., Care and Treatment meetings at United Way). Title I (Part A) is charged 100% of these expenses during the 12-month budget period.

Staff Expenses (out-of-town travel) ($1,500):
This line item covers 58% of travel expenses for staff to attend in-state and out-of-state meetings and conferences directly related to the work performed under this budget during the 12-month budget period.

Staff/Partnership Parking and Other Administrative Expenses ($3,460):
This line item covers the cost of 2.5 nonreserved parking spaces at 2121 Ponce de Leon Blvd., for use by the Staff Support direct service staff, and allocated parking costs for Dr. Ladner, Ms. Hayden, Ms. Llarena, and Ms. Shaw, plus the cost of parking by PWAs and committee members attending meetings at BSR, and the cost of temporary parking for data entry clerks and other personnel providing hourly services in support of Partnership functions. The current hourly rate is $2.50 for four hours.

This line item also includes a portion of the cost of an annual audit, as required by OSBM, and a portion of other administrative expenses (e.g., corporate liability insurance, property and casualty insurance, Coral Gables and Miami-Dade licenses and fees, etc.) which are also divided between Staff Support and Quality Management. Title I (Part A) is charged 9.6% of the cost of this line item as a direct expense during the 12-month budget period.

INDIRECT COSTS ($51,030):

Personnel: Salaries and Fringe Benefits ($18,487)

Project Director ($13,650):
This line item represents 10% of the salary of Dr. Robert Ladner, President of Behavioral Science Research Corporation, who will dedicate a total of 40% of his time to Title I (Part A) Staff Support Services for the Miami-Dade HIV/AIDS Partnership during the 12-month budget period. The remaining 30% of this expense is covered as a direct cost to Staff Support. Title I (Part A) funds will be used to support a total of 80% of Dr. Ladner's salary, split between Staff Support [direct (30%) and indirect (10%)]; and Quality Management [direct (30%) and indirect (10%)].

Fringe Benefits ($4,837):
Fringe benefits are calculated at 35% of this position's salary and include health, dental insurance, Social Security, Medicare, Worker's Compensation, unemployment insurance, disability insurance, automobile expense reimbursement, and BSR's contribution to the company 401(k) retirement plan.

Rent - Offices ($20,773):
This line item covers the rent costs allocated to 1,425 square feet of dedicated Ryan White office space located at 2121 Ponce de Leon Blvd., 4th Floor and 5,000 square feet of shared administrative, focus group, meeting room, data entry and research management space in Suites 250 and 230, shared by Staff Support and Training/Quality Management staff activities along with BSR and BSR/Ask Miami functions. This line item also includes a necessary secure storage space for Ryan White archives. Title I (Part A) is being charged 38% of these expenses under this budget, of which 12% is being charged to indirect costs during the 12-month budget period.

Other Administrative Expenses ($11,770):
This line item includes external accounting fees, allocation of property and casualty insurance, and costs of general liability insurance associated with operating Behavioral Science Research in Miami-Dade County. In addition, this item includes a portion of the cost of an annual audit, to be conducted in accord with the requirements of OSBM. The annual audit cost is divided between indirect cost for Staff Support and indirect cost for Quality Management. Title I (Part A) is being charged 42% of this expense as an indirect cost under this budget, of which 32.5% is being charged to indirect costs during the 12-month budget period.

TOTAL AWARD: $510,300

BEHAVIORAL SCIENCE RESEARCH CORPORATION
Staff Support Payment Schedule
MARCH 1, 2007 – FEBRUARY 29, 2008

MONTH	**AMOUNT**
March 2007	$42,525
April 2007	$42,525
May 2007	$42,525
June 2007	$42,525
July 2007	$42,525
August 2007	$42,525
September 2007	$42,525
October 2007	$42,525
November 2007	$42,525
December 2007	$42,525
January 2008	$42,525
February 2008	$42,525
TOTAL AWARD	$510,300

FY 2010 Part A Continuation Contract (staff support & QM)

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this 15th day of June, 2010 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and Behavioral Science Research Corporation located in Coral Gables, Florida, hereinafter referred to as the "SERVICE PROVIDER," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SERVICE PROVIDER shall provide contracted staff support services for the Miami-Dade HIV/AIDS Partnership and quality management services for the Ryan White Part A Program, including a training program for direct service personnel.

WITNESSETH

WHEREAS, the COUNTY has received federal funds from Part A under the Ryan White HIV/AIDS Treatment Extension Act of 2009 for providing life-saving care for those persons living with HIV or AIDS; and

WHEREAS, the COUNTY as grantee for the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), is authorized to purchase said services for contracted staff support services for the Miami-Dade HIV/AIDS Partnership and quality management services for the Ryan White Part A Program, including a training program for direct service personnel; and

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

WHEREAS, on March 24, 2006, the County issued Request for Proposal No. 0706; and

WHEREAS, on May 9, 2006, the County Manager formally approved the award of this Contract to SERVICE PROVIDER; and

WHEREAS, the SERVICE PROVIDER is desirous of and willing to participate with the COUNTY and with other organizations in accomplishing the goals, purposes and objectives of the Miami-Dade HIV/AIDS Partnership,

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

Article I
Definitions

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

a) "Approved Payment Plan" shall mean a written agreement between the County and the SERVICE PROVIDER setting forth a repayment schedule that, by the end of the term of the approved payment plan, satisfies all of the SERVICE PROVIDER's arrearage to the COUNTY. Such a plan may include principal and interest payments, abatements, discounts, or any other financial terms and conditions available to the parties under the appropriate contracting authority.

b) "Arrears or Arrearage" shall mean any delinquent amounts owed by the SERVICE PROVIDER under any contract, final non-appealable judgment or lien with the COUNTY.

c) "Client Identification System (CIS) number" shall means a unique identifier assigned by the Service Delivery Information System to each recipient of Ryan White Program services in Miami-Dade County in order to track the client's participation in the Ryan White Program system of care.

d) "Contract" or "Contract Documents" or "Agreement" shall mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), Service Provider's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.

e) "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

f) "County" shall mean Miami-Dade County, its agents, employees and instrumentalities, including but not limited to the Office of Grants Coordination (OGC).

g) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.

h) "Deliverables" shall mean all work performed under this Agreement, including documentation and any items of any nature submitted by the SERVICE PROVIDER to the County's Program Director (i.e., Assistant Director of the Office of Grants Coordination) for review and approval pursuant to the terms of this Agreement.

i) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Ryan White Program Director (i.e., Assistant Director of the Office of Grants Coordination); and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import shall mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Ryan White Program Director.

j) "Document" or "Documents" shall mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate document.

k) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds $25,000 and has been delinquent for greater than 180 days.

l) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.

m) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.

n) "Program Director" shall mean Assistant Director of Miami-Dade County's Office of Grants Coordination - Ryan White Program, or the duly authorized representative designated to manage or assist in management of this Agreement.

o) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SERVICE PROVIDER.

p) "Service Delivery Information System (SDIS)" shall mean the electronic system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program system of care.

q) "Service Provider" shall mean the agency or organization contracted with the COUNTY to provide all services and tasks described or referenced in this Agreement.

r) "Service Provider's Budget" shall mean the documents attached hereto as Exhibit B, which details the allowable direct and indirect/administrative costs that will be funded by Part A of the Ryan White Program under this Agreement.

s) "Sub-contractor" shall mean any person, entity, firm or corporation, other than the employees of the SERVICE PROVIDER, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SERVICE PROVIDER and whether or not in privity of Agreement with the SERVICE PROVIDER.

t) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1 of this Agreement.

u) "The United States Department of Health and Human Services" shall mean the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).

v) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SERVICE PROVIDER in accordance with the provisions of this Agreement.

Article II
Responsibilities of the Service Provider

2.1 The SERVICE PROVIDER, by and through its agents, assigned representatives and sub-contractors agrees:

A. To provide the planned or proposed services described in the SERVICE PROVIDER'S Scope of Service (Exhibit A) and the SERVICE PROVIDER'S Budget (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SERVICE PROVIDER's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget, narrative budget justification and price form(s) or, where applicable, a price list. The COUNTY reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established Ryan White Program requirements and limitations.

B. To adhere to the work schedule listed in the attached Scope of Services (Exhibit A), unless modified by written agreement with the COUNTY.

C. To provide such support and planning and policy advice as is requested by the Miami-Dade HIV/AIDS Partnership, the Partnership Chair, the Partnership Chair-Elect, or the County Mayor or Mayor's designee, and to be available as needed to provide staff support at meetings of the Miami-Dade HIV/AIDS Partnership and its committees.

D. To submit to the COUNTY, within thirty (30) days of contract execution, a Certificate of Status dated within the calendar year of the contract in the name of the SERVICE PROVIDER which certifies the following: that the SERVICE PROVIDER is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SERVICE PROVIDER'S most recent annual report has been filed, that the status of the SERVICE PROVIDER is active, and that the SERVICE PROVIDER has not filed Articles of Dissolution or a Certificate of Withdrawal.

E. To require all licensed professionals, including those of any sub-contractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses. In addition, the SERVICE PROVIDER must maintain "active" vendor status with Miami-Dade County's Local Business Tax Receipt (formerly Occupational License). Ignorance on the part of the SERVICE PROVIDER shall in no way relieve it from any of its responsibilities in this regard. The SERVICE PROVIDER shall submit to the COUNTY, within thirty (30) days of contract execution, copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) days from the date said incident occurs. The SERVICE PROVIDER'S failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

F. To make available the personnel identified by the SERVICE PROVIDER in its response to the COUNTY'S corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within ten (10) business days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or sub-contractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement. All personnel shall be considered to be, at all times, the sole employees of the SERVICE PROVIDER under its sole direction, and not employees or agents of the COUNTY.

G. To provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and if applicable, licensed, replacement when necessary.

H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.

I. To keep records of services provided and staff time involved; and to prepare and provide, in a timely manner, any and all reports that may be requested by the COUNTY, on an "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable County, State of Florida, and Federal requirements and to verify billings to the COUNTY.

J. To make available all books, records and electronic files, including but not limited to scanned documents, as they relate to this Agreement for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion. Access to program records must be given to the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than seventy-two (72) hours after the request

is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the SERVICE PROVIDER for at least five (5) years following the expiration of the Agreement, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period.

K. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the COUNTY, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.

L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SERVICE PROVIDER or any firm, corporation, partnership or joint venture in which the SERVICE PROVIDER has a controlling financial interest in order to secure repayment of any loan made to the SERVICE PROVIDER by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5, and Article VIII, Sections 8.1 through 8.3 was not reimbursable.

M. Not to enter into sub-contracts, employee leasing contracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the COUNTY.

If this Agreement involves the expenditure of $100,000 or more by the COUNTY and the SERVICE PROVIDER intends to use sub-contractors to provide the services listed in the Scope of Services (Exhibit A) or suppliers to supply the materials, the SERVICE PROVIDER shall provide the names of the subcontractors and suppliers on the form, in Exhibit C, titled "Attachment C, Provider's Disclosure of Subcontractors and Suppliers." SERVICE PROVIDER agrees that it will not change or substitute sub-contractors or suppliers from those listed in Attachment C without prior written approval of the COUNTY. If this Agreement is for $100,000 or more and the SERVICE PROVIDER will not utilize sub-contractors, then the SERVICE PROVIDER must also submit Attachment C and state where appropriate that "no sub-contractors will be used." Additionally, the COUNTY reserves the right to request from the SERVICE PROVIDER a line item budget and budget justification for each sub-contractor under this Agreement in the same format as Exhibit B attached herewith.

Before entering into any sub-contract hereunder, the SERVICE PROVIDER will inform the sub-contractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub-contractor will strictly comply with all requirements of this Agreement and a copy of the Agreement must be included as an Exhibit in the sub-contractor's agreement with the Provider.

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

N. Not to discriminate on the basis of race, sex, religion, color, age, marital status, national origin, disability/handicap or sexual orientation in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal and Miami-Dade County laws, regulations, and orders relating to non-discrimination.

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

P. To comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. §1368) Executive Order 11738, and the Environmental Protection Agency regulations (40 C.F.R. part 15) (applies to contract awards in excess of $100,000.00)].

Q. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. To comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (applies to contract awards in excess of $100,000.00). The SERVICE PROVIDER shall certify to the COUNTY it will not and has not used Federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The SERVICE PROVIDER shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement) and the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement).

T. To comply with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or

for commencement of debarment proceedings against the SERVICE PROVIDER.

U. To comply with all the requirements of the Americans with Disabilities Act (ADA), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable federal, state and local laws, regulations, and Executive Orders. In this regard, the SERVICE PROVIDER shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SERVICE PROVIDER shall provide program accessibility and effective communication for service recipients and employees. The SERVICE PROVIDER shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, Disability Rights Section – NYAV, Washington, D.C. 20530, within 180 days of the date of discrimination. A copy of such complaint must also be filed with Theresa Fiaño, Assistant Director, Miami-Dade County Office of Grants Coordination, Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit must be completed and on file with the COUNTY within thirty (30) days of contract execution. The SERVICE PROVIDER must be in full compliance with the laws referenced within the affidavit. The SERVICE PROVIDER'S failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XVII of this Agreement.

V. To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in Article II, Section 2.1 (X) of this Agreement. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the SERVICE PROVIDER'S premises, unless otherwise authorized by law or upon written consent from the COUNTY;

(3) Access to confidential information is restricted to authorized personnel of the SERVICE PROVIDER, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records or information. Original documents must remain on file at the originating provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Program Service Delivery Information System (SDIS) are established; and

(9) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

W. To submit any written policies and procedures, reports or forms, to be used by Part A-funded providers, to the COUNTY for its written approval prior to the distribution of these documents.

X. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where State laws do not prevail, SERVICE PROVIDER further agrees to comply with the requirements set forth in the Health Insurance Portability and Accounting Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

(1) Use of information only for performing services required under this Agreement or as required by law;

(2) Use of appropriate safeguards to prevent non-permitted disclosures;

(3) Reporting to the COUNTY of any non-permitted use or disclosure;

(4) Assurances that any agents and sub-contractors agree to the same restrictions and conditions that apply to the SERVICE PROVIDER and reasonable assurances that IIHI/PHI will be held confidential;

(5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;

(6) Making PHI available to the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for an accounting of disclosures; and

(7) Making internal practices, books and records related to PHI available to the COUNTY or its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.

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

Y. To participate in the Ryan White Program Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as further detailed in Article IV, Section 4.3, with the ultimate goals of improving the health status of HIV+ clients, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining quality in service delivery. Through internal performance improvement and quality management activities, the SERVICE PROVIDER shall be expected to identify problems in service delivery and business operations that may impact the health status of HIV+ clients served under this Agreement.

Z. To conduct quality management audit processes that include record reviews, as a part of the COUNTY'S Performance Improvement Plan for Ryan White Program-funded services. All audits shall be conducted onsite. The SERVICE PROVIDER is also required to conduct additional quality management activities such as technical assistance or training to address any deficiencies identified during the review or audit process. The SERVICE PROVIDER will also collaborate with the COUNTY and the Miami-Dade HIV/AIDS Partnership in the development of outcome measures for applicable service categories.

AA. To participate in or conduct on-going technical assistance meetings, provider forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.

BB. To notify the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of Service(s) (Exhibit A). Written notification must include the nature of the changes, actions taken by the SERVICE PROVIDER toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an

impact on service delivery or client access to services funded under this Agreement.

CC. To ensure that the SERVICE PROVIDER'S Board of Directors is apprised of the programmatic, fiscal, administrative, and agreement obligations of the Ryan White Program, the Board of Directors must pass a formal resolution authorizing execution of the Ryan White Program Professional Services Agreement for Part A-funded services with the COUNTY. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SERVICE PROVIDER, and reference the service categories and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution.

DD. Awards under this Agreement are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104); which includes provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient. Additional information can be found at the following HRSA website: http://www.hrsa.gov/grants/trafficking.htm.

EE. **Disaster Plan/Continuity of Operations Plan (COOP).** The SERVICE PROVIDER shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or County requirement applicable to the SERVICE PROVIDER. The Disaster Plan/COOP must be submitted to the OGC within sixty (60) days of contract execution and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site. The COOP and its updates are also subject to review by the COUNTY during monitoring site visits.

FF. The SERVICE PROVIDER agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the SERVICE PROVIDER must submit an affidavit attesting that it is not in violation of the Acts. If the SERVICE PROVIDER or any owner, subsidiary, or other firm affiliated with or related to the SERVICE PROVIDER is found by the responsible enforcement agency, the Courts or the County to be in

violation of these acts, the County will conduct no further business with the SERVICE PROVIDER.

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

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

Article III
Authority of the County's Assistant Director (of the Office of Grants Coordination)

3.1 The SERVICE PROVIDER hereby acknowledges that the County's Assistant Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.

3.2 The SERVICE PROVIDER shall be bound by all determinations or orders and shall promptly obey and follow every order of the Assistant Director or designated representative, including the withdrawal or modification of any previous order and regardless of whether the SERVICE PROVIDER agrees with the Assistant Director's determination or order. Where orders are given orally, they will be issued in writing by the Assistant Director, or designated representative, as soon thereafter as is practicable.

3.3 The SERVICE PROVIDER must, in the final instance, seek to resolve every difference concerning the Agreement with the Assistant Director. In the event that the SERVICE PROVIDER and the Assistant Director are unable to resolve their difference, the SERVICE PROVIDER may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

3.4 In the event of such dispute, the parties to this Agreement authorize the County Mayor or the Mayor's designee, who may not be the Assistant Director or anyone associated with this Program, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor or the Mayor's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor or the Mayor's designee within ten (10) days of the occurrence, event or act out of which the dispute arises.

3.5 The County Mayor or the Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SERVICE PROVIDER'S performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or the Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SERVICE PROVIDER to the County Mayor or the Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or the Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or the Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SERVICE PROVIDER. Except as such remedies may be limited or waived elsewhere in the Agreement, SERVICE PROVIDER reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV
Responsibilities of the County

The COUNTY agrees:

4.1 To monitor the operations of the SERVICE PROVIDER to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SERVICE PROVIDER and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.

4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines and the Health Resources and Services Administration's "HIV/AIDS Bureau (HAB) HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Groups 1, 2, and 3," as well as the HAB Performance Measures for Medical Case Management and Oral Health Care, where applicable, for the treatment of HIV disease and related opportunistic infections, and to develop strategies for ensuring that such services are consistent with the PHS guidelines for improvement in the access to and quality of health services.

4.3 To develop and implement the Ryan White Program Performance Improvement Plan (PIP) and Quality Management Program to ensure that HIV+ clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Grants Coordination, the Miami-Dade HIV/AIDS Partnership, service providers, Behavioral Science Research Corporation, Automated Case Management Systems, Inc., and the Performance Improvement Advisory Team (PIAT)], to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with County, State, and Federal mandates.

4.4 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said confidentiality, IIHI or PHI as required by HIPAA.

Article V
Joint Responsibilities

5.1 Both Parties agree that the confidentiality of the clients served by the Ryan White Program under this Agreement shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring and evaluation provided; however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.

Article VI
Requirements Related to Use of Ryan White Program Funds

6.1 The SERVICE PROVIDER agrees to comply with applicable provisions of Federal, State and County laws, regulations and rules such as OMB Circulars A-122 and 48 CFR, Subpart 31, as may be amended.

6.2 The SERVICE PROVIDER agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended.

6.3 The SERVICE PROVIDER agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV-related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to persons living with HIV or AIDS.

6.4 Funds shall not be used to:

A. Purchase or improve land, or to purchase, construct or make permanent improvement to any building.

B. Make direct payment to recipients of services, except in the form of food or vouchers that can be distributed upon client participation in surveys, focus groups, or other needs assessment processes.

6.5 The SERVICE PROVIDER shall:

A. Participate in continuous quality improvement activities, in the coordination of service delivery and medical case management efforts among Ryan White Part A service providers, including service provider forums, workshops, and other related activities;

B. Participate in activities related to the development of a community-based continuum of care encompassing the comprehensive range of services required by individuals living with HIV infection or their families, where applicable, in order

to meet the HIV+ client's health care and social service needs throughout the course of their illness;

C. Commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among Ryan White Program service providers;

D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients or other care providers. These procedures shall be made available to clients or other care providers prior to access to the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SERVICE PROVIDER'S internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SERVICE PROVIDER to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SERVICE PROVIDER; and, a timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SERVICE PROVIDER site; and

E. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training.

Article VII
Reporting, Record-keeping and Evaluation Studies

7.1 The SERVICE PROVIDER shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SERVICE PROVIDER shall maintain, and shall require that its sub-contractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SERVICE PROVIDER and its sub-contractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period.

A. At a minimum, the following records shall be kept:

(1) Documentation of staff time spent on the services required herein;

(2) Records of requests from the Miami-Dade HIV/AIDS Partnership or the COUNTY for special analyses or reports, and the responses made to such requests; and

(3) A cost allocation plan along with supporting documentation for any shared costs included in the SERVICE PROVIDER'S approved contract budget(s) for the provision of Ryan White Program-funded services.

B. The SERVICE PROVIDER shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided, in a format determined by the COUNTY, regarding the provision and utilization of funded services in accordance with the provisions of 45 CFR Part 92, Subpart C, and the Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended. These monthly reports shall include but not be limited to: needs assessment data, analyses, meeting minutes, reports, and strategic planning documents.

C. The SERVICE PROVIDER, on an annual basis, shall provide to the COUNTY appropriate sections of the Ryan White Client-level Services Data Report (RSR), a quantitative interim and annual report based on calendar year client-level service utilization data, as may be required of support agencies that receive Ryan White Program funding, but do not provide direct client services. This report shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate and as defined in the FY 2010 Ryan White Program Service Delivery Guidelines, incorporated herein by reference. The RSR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 funding.

D. As may also be required by HRSA, the SERVICE PROVIDER shall also provide to the COUNTY appropriate sections of the Ryan White Program Data Report (RDR), a quantitative report based on calendar year service utilization data, as may be required of support agencies that receive Ryan White Program funding, but do not provide direct client services. This report shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate and as defined in the FY 2009 Ryan White Program Service Delivery Guidelines, incorporated herein by reference. The RDR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 funding.

E. The SERVICE PROVIDER shall submit to the COUNTY a final line item budget, separate for each funded service category, itemizing all Ryan White Part A funding and other shared costs received and actual expenditures incurred during the contract period associated with this Agreement. The final line item budget must be based on the actual amount of Part A funds reimbursed by the County's Ryan White Program and must reflect all changes made to the SERVICE PROVIDER'S Part A award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding Fiscal Year. The final line item budget must be submitted no later than sixty (60) calendar days following the end of the contract period, or at any time specified by the COUNTY. This final line item budget must be consistent with the applicable OMB Circulars (A-122 and 48 CFR, Subpart 31).

F. The SERVICE PROVIDER shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of $1,000.00 or more per item and with a normal life of one or more years, not including equipment directly related to the Ryan White Program Service Delivery Information System (SDIS). All nonexpendable property purchased with

Federal Ryan White Part A funds from this and previous Agreements with the COUNTY shall be inventoried annually by the SERVICE PROVIDER. An inventory report shall be submitted to the COUNTY, on a format to be provided by the COUNTY.

1. The SERVICE PROVIDER'S nonexpendable property records shall include:

    (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;

    (b) Location of nonexpendable property;

    (c) Model number and manufacturer's serial number;

    (d) Date of acquisition;

    (e) Property cost;

    (f) Property inventory number;

    (g) Information on its condition; and

    (h) Information on its transfer, replacement or disposition, if applicable.

2. Title (ownership) to all nonexpendable personal property as identified above in Section 7.1 F (1) that was purchased with Federal Ryan White Part A funds under this Agreement or prior year Agreements shall vest in the COUNTY.

3. The SERVICE PROVIDER must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal Ryan White Part A funds under this Agreement or prior year Agreements. The SERVICE PROVIDER shall transfer or dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.

4. All equipment and products purchased with Ryan White Program grant funds under this Agreement or prior year Agreements should be American-made, to the greatest extent practicable.

G. The SERVICE PROVIDER shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the COUNTY'S request.

7.2 The SERVICE PROVIDER agrees to participate in evaluation studies, quality management activities, Performance Improvement Plan activities, and needs assessment activities sponsored by the U.S. Health Resources and Services Administration (HRSA) or analyses carried out by or on behalf of the COUNTY or the Miami-Dade HIV/AIDS Partnership to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SERVICE PROVIDER shall:

A. Permit right of access of authorized staff involved in such efforts to SERVICE PROVIDER'S premises and records;

B. Participate in ongoing meetings and service provider forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support service providers; and

C. Conduct record review processes and exit interviews, and assist providers in addressing recommended improvements or corrective actions.

7.3 The SERVICE PROVIDER agrees to participate in the Ryan White Program Service Delivery Information System (SDIS). This participation shall, at a minimum, assure:

A. The right of access of authorized COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the SDIS, on behalf of the COUNTY, to the SERVICE PROVIDER'S premises, equipment, electronic files, client charts, and where appropriate, medical records;

B. Compliance with all policies and procedures related to the full use of the SDIS as required by the COUNTY;

C. The submission of a written request to the COUNTY (via U.S. mail, facsimile, or electronic mail) for any additional staff, equipment, or telecommunication lines needed to access the SDIS. Requests for additional staff to gain access to the SDIS must be submitted to the COUNTY, on a form provided by the COUNTY, within fifteen (15) days of the date of hire. Requests for additions to the SDIS that exceed three (3) months from the first date the staff person provided services to the Ryan White Program may be denied. The written request for equipment shall, at a minimum, include a justification for the request, the type and number of equipment items or telecommunication lines needed, and the number and names of the staff members that will need access to the SDIS, as well as a description of their responsibilities and their start date under this Agreement; and

D. Participation of appropriate SERVICE PROVIDER staff persons in on-going SDIS technical assistance and training workshops, and user support groups.

7.4 The SERVICE PROVIDER understands that changes in data reporting, frequency of required submissions, and data management requirements, including a standard data set, needs assessment and format, may be necessary, and agrees to comply with such modifications. Additionally, the SERVICE PROVIDER understands that within this contract period, HRSA requires the implementation of a national Client Level Database

(CLD) that may increase reporting requirements. The COUNTY agrees to notify all SERVICE PROVIDERS at the earliest opportunity of any additional requirements related to the CLD.

7.5 The SERVICE PROVIDER shall:

A. Maintain appropriate systems, in addition to the Ryan White Program Service Delivery Information System (SDIS), to ensure compliance with all record-keeping and reporting requirements;

B. Keep accounting records which conform with generally accepted accounting principles which shall include but not be limited to a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient (client) escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the COUNTY. All such records shall be retained by the SERVICE PROVIDER for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period;

C. Furnish to the COUNTY copies of the annual certified public accountant's audit report and all related financial statements made in accordance with applicable OMB Circulars (A-21, A-87, A-122, A-128, and A-133) and 48 CFR, Subpart 31, contract cost principles and procedures, and the related financial statements. The audit(s) performed shall be on each of the organization's fiscal year(s) during which Ryan White Program Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent auditors. Non-Federal entities that expend less than $500,000 per fiscal year in awards from all Federal sources with fiscal years ending after December 31, 2003, are exempt from the OMB Circular A-133 audit requirements awards for that year, but such entities are still required to submit a certified report of audited financial statements. A copy of the complete audit report must be received by the COUNTY no later than six (6) months following the end of the SERVICE PROVIDER'S fiscal year, unless the COUNTY agrees to an extension in writing; and

D. Include record-keeping and reporting requirements in all COUNTY approved sub-contracts that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of Service(s) (Exhibit A) and meet all requirements set forth in Article II, Section 2.1 (M) of this Agreement.

Article VIII
Amount Payable

8.1 Both parties agree that should funding to the COUNTY for health and support services for eligible persons living with HIV or AIDS be reduced or should the SERVICE PROVIDER fail to maintain a documented expenditure pattern consistent with the attached Scope of Service (Exhibit A) and Service Budget documents [line item budgets, narrative budget justification and, if applicable, price form(s)] (Exhibit B) based on actual

reimbursements, the amounts payable under this Agreement may be proportionately reduced or eliminated at the sole discretion and option of the COUNTY, as detailed in Section 8.3 below. All services undertaken by the SERVICE PROVIDER before the COUNTY'S execution of this Agreement shall be at the SERVICE PROVIDER'S risk and expense. In any event, the maximum amount payable under this Agreement shall not exceed the following award amounts, unless a formal amendment is executed by the COUNTY:

Service Category	Amount
Staff Support Services for the Miami-Dade HIV/AIDS Partnership:	$510,300
Quality Management Services for the Ryan White Part A Program:	$419,000

8.2 It is clearly understood that all services requested are on an "as needed basis" and that the service estimate or maximum amount payable referred to in this Agreement in no way constitutes a guarantee of the level of effort that may be requested from the SERVICE PROVIDER or a guarantee of a specific amount payable.

8.3 The SERVICE PROVIDER'S budget(s) will be reduced accordingly, if the Office of Grants Coordination as designated by the County Mayor or the Mayor's designee to administer the grant finds that:

A. The SERVICE PROVIDER fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or

B. There were any significant deviations from the approved Scope of Service(s) (Exhibit A) indicating that the SERVICE PROVIDER is not spending at a rate that would absorb its full allocation, for any category of service, within the contract period.

8.4 In the event the COUNTY determines that a reduction in the SERVICE PROVIDER'S budget(s) is necessary, the COUNTY shall notify the SERVICE PROVIDER in writing within thirty (30) days of said reduction.

Article IX
Project Budget and Method of Payment

9.1 The SERVICE PROVIDER agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. Failure to submit monthly reimbursement request(s) and Service Delivery Information System reports in a manner satisfactory to the COUNTY by the twentieth (20th) day of each month following the month in which services were delivered, shall render the SERVICE PROVIDER in non-compliance with this Article, unless the COUNTY has granted the SERVICE PROVIDER an extension in writing. The COUNTY may require the SERVICE PROVIDER to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. The invoices shall be properly documented and prepared in accordance with the COUNTY'S Ryan White Program reimbursement

policies. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.

A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SERVICE PROVIDER as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SERVICE PROVIDER as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

B. No payments will be made without original certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY'S General Service Administration, Risk Management Division, as specified under Article XI, Section 11.2.

C. The contract close-out invoice along with any outstanding reports shall be submitted no later than forty-five (45) calendar days following the end of the contract period, or on a date specified by the County in writing. If the SERVICE PROVIDER fails to comply, all rights to payment will be forfeited.

9.2 At the option of the COUNTY, reimbursement shall be consistent with the SERVICE PROVIDER'S approved Service Budget documents [line item budget (s) and narrative budget justification(s) (shown as Exhibit B attached herewith), and on the basis of one or more of the following items:

A. Staff Time: to be invoiced by copy of the SERVICE PROVIDER'S time sheets and payroll records;

B. Deliverables: Documentation of work performed under this Agreement as detailed in Exhibit A;

C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; and

D. Overhead rate (administrative charge): shown in approved Service Budget.

9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. Upon written notice to the SERVICE PROVIDER, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SERVICE PROVIDER. Upon withholding or seeking reimbursement from the SERVICE PROVIDER, the COUNTY has the right to retain said funds. Notice shall be provided by the COUNTY to the SERVICE PROVIDER within ten (10) days from the date the COUNTY is informed by the SERVICE PROVIDER or other source, or the COUNTY discovers through its independent inspection, review, or audit pursuant to Article II, 2.1 (J) of this Agreement that the SERVICE PROVIDER was not entitled to any or all funds claimed under this or any current or prior Agreement between the SERVICE PROVIDER and the COUNTY.

9.4 The SERVICE PROVIDER'S actual expenditures shall not deviate from the approved Service Budget attached herein as Exhibit B without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.

9.5 Budget revision requests must be submitted to the Office of Grants Coordination (OGC) Ryan White Program no later than thirty (30) calendar days prior to the end of the contract period. Budget revision requests submitted to OGC after the deadline for outreach services only will be considered on a case-by-case basis. Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the SERVICE PROVIDER.

9.6 The SERVICE PROVIDER agrees to send all invoices, reports, and budget revision requests to the following address:

Miami-Dade County
Office of Grants Coordination (OGC)
Ryan White Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Assistant Director

9.7 Documents requiring original signatures must be mailed or hand delivered to the address listed directly above in Section 9.6. All other documents or reports may also be sent to OGC via email or facsimile (305-375-4454) if prior arrangements are made by the SERVICE PROVIDER and COUNTY.

9.8 The COUNTY agrees to review invoices and to inform the SERVICE PROVIDER of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the COUNTY'S Ryan White Part A reimbursement policies shall be mailed to the SERVICE PROVIDER, or if approved, via electronic transfer (direct deposit) by the COUNTY'S Finance Department.

9.9 The SERVICE PROVIDER agrees to comply with any changes to the reimbursement procedures specified by the COUNTY, including changes to required information and format of monthly reimbursement reports.

Article X
Representations and Warranties

10.1 The SERVICE PROVIDER represents and warrants to the COUNTY as follows:

A. **Organization.** The SERVICE PROVIDER is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, and operate its properties and assets. The SERVICE PROVIDER is aware of and is in compliance with all applicable State and Federal laws.

B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SERVICE PROVIDER. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order or decree of the SERVICE PROVIDER or any of its officers.

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

Article XI
Indemnification and Insurance

11.1 **Indemnification by the SERVICE PROVIDER.**

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

B. **Term of Indemnification.** The provisions of Article XI, Section 11.1 shall survive the expiration or termination of this Agreement.

11.2 **Insurance.** Where applicable, the SERVICE PROVIDER shall furnish to Miami-Dade County, c/o Office of Grants Coordination (OGC) – Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statute, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SERVICE PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

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

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

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

F. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.

H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.

I. Applicability of Article XI of this Agreement affects SERVICE PROVIDERS whose combined total award for all services funded under this Agreement exceeds a $25,000 threshold. In the event that the SERVICE PROVIDER whose

original total combined award is less than $25,000, but receives additional funding during the contract period which makes the total combined award exceed $25,000, then the requirements in Article XI shall apply.

J. **Failure to Provide Certificates of Insurance.** The SERVICE PROVIDER shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the SERVICE PROVIDER shall be responsible for submitting new or renewed insurance certificates to the COUNTY prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the COUNTY may suspend the Agreement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, terminate this Agreement.

Article XII
Conflict of Interest

12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.

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

A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

B. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

C. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

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

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

This section applies to both full-time and part-time employees and voting members of the SERVICE PROVIDER'S Board of Directors.

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

Article XIII
Term of Agreement

13.1 **Effective Term.** The effective term of this Agreement shall be from March 1, 2010 through February 28, 2011.

The COUNTY, for a total of not more than five (5) years from the date of the original new contract, may renew the Agreement in successive one-year increments, provided that all the terms and conditions, including performance measures set forth in the Scope of Services (Exhibit A) and service costs outlined in the approved line item budget(s) (Exhibit B), are met. Additionally, the SERVICE PROVIDER shall submit a revised Exhibit A and Exhibit B to the COUNTY for the subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term. Although the renewal is at the COUNTY's option, the refusal of the SERVICE PROVIDER to agree to said renewal of, does not constitute a breach of this Agreement. However, if the SERVICE PROVIDER does not agree to renew this Agreement, the SERVICE PROVIDER shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal notification and shall submit to the COUNTY a transition plan for the SERVICE PROVIDER's clients for all services included in this Agreement. Said transition plan shall include appropriate arrangements, i.e., referrals to other service providers or funding streams, which are made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SERVICE PROVIDER will be responsible for

ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

Article XIV
Suspension, Debarment and Termination

14.1 **Suspension.**

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

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

A. Ineffective or improper use of any funds provided hereunder by the SERVICE PROVIDER;

B. Failure by the SERVICE PROVIDER to materially comply with any terms, conditions, representations, or warranties contained herein;

C. Failure by the SERVICE PROVIDER to submit any documents required under this Agreement; or

D. The SERVICE PROVIDER'S submittal of incorrect or incomplete documents.

14.2 **Debarment.**

A. Pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension," certain contracts shall not be made to parties listed on the nonprocurement portion of the United States General Services Administration's "Lists of Parties Excluded from federal procurement or Nonprocurement Programs". The SERVICE PROVIDER, with an award in excess of $100,000, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement.

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

14.3 **Termination.**

A. **Termination at Will** - This Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SERVICE PROVIDER will have five (5) days from the day the notice is delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement.

However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.

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

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

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

D. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SERVICE PROVIDER is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not materially complying with any term or provision provided herein, including the following:

1. The SERVICE PROVIDER ineffectively or improperly uses the funds allocated under this Agreement;

2. The SERVICE PROVIDER does not furnish the Certificates of Insurance required by this Agreement or as determined by the COUNTY's Risk Management Division;

3. The SERVICE PROVIDER does not submit or submits incomplete or incorrect required reports;

4. The SERVICE PROVIDER refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States

Comptroller General, the United States Office of the Inspector General, or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SERVICE PROVIDER'S program;

5. The SERVICE PROVIDER discriminates under any of the laws outlined in this Agreement;

6. The SERVICE PROVIDER, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the Code of Miami-Dade County;

7. The SERVICE PROVIDER falsifies or violates the provisions of the Drug Free Workplace Affidavit;

8. The SERVICE PROVIDER attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;

9. The SERVICE PROVIDER fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;

10. The SERVICE PROVIDER fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;

11. The SERVICE PROVIDER fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement), the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement), and the Collusion Affidavit (Exhibit C, Attachment E, of this Agreement); or

12. The SERVICE PROVIDER fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement.

The SERVICE PROVIDER shall be given written notice of the claimed breach and ten (10) business days to cure same. Unless the SERVICE PROVIDER'S breach is waived by the COUNTY in writing, or unless the SERVICE PROVIDER fails, after receiving written notice of the claimed breach by the COUNTY to take steps to cure the breach within ten (10) business days after receipt of notice of the breach, the COUNTY may, by written notice to the SERVICE PROVIDER, terminate this Agreement upon no less than thirty (30) business days. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

Notwithstanding the COUNTY'S right to terminate this Agreement pursuant to this Article, the SERVICE PROVIDER shall be liable to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement or any other agreement by the SERVICE PROVIDER, and the COUNTY may withhold any payments due to the SERVICE PROVIDER until such time as the

exact amount of damages due to the COUNTY from the SERVICE PROVIDER is determined and properly settled. Additionally, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. The SERVICE PROVIDER shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

In the event this Agreement is terminated, the SERVICE PROVIDER shall provide the COUNTY with a Transitional Plan no later than thirty (30) days after receipt of any notice of termination or Notice of Event of Default from the SERVICE PROVIDER or the COUNTY. This Transitional Plan shall include, but is not limited to, steps the SERVICE PROVIDER shall take to ensure that program deliverables are completed to the COUNTY'S satisfaction. Additional requirements for the Transitional Plan may be included at the COUNTY's sole discretion.

Article XV
Event of Default

15.1 An Event of Default shall mean a breach of this Agreement by the SERVICE PROVIDER. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

A. the SERVICE PROVIDER has not delivered Deliverables on a timely basis.

B. the SERVICE PROVIDER has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

C. the SERVICE PROVIDER has failed to make prompt payment to sub-contractors or suppliers for any Services;

D. the SERVICE PROVIDER has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SERVICE PROVIDER's creditors, or the SERVICE PROVIDER has taken advantage of any insolvency statute or debtor/creditor law or if the SERVICE PROVIDER's affairs have been put in the hands of a receiver;

E. the SERVICE PROVIDER has failed to obtain the approval of the COUNTY where required by this Agreement;

F. the SERVICE PROVIDER has failed to provide "adequate assurances" as required under Section 15.2 below;

G. the SERVICE PROVIDER has failed in the representation of any warranties stated herein.

15.2 When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the SERVICE PROVIDER's ability to perform the Services or any portion thereof, the COUNTY may request that the SERVICE PROVIDER, within the time frame set forth in the County's request, provide adequate assurances to the COUNTY, in

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

A. treat such failure as a repudiation of this Agreement;

B. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

15.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

Article XVI
Notice of Default – Opportunity to Cure/Termination

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

Article XVII
Remedies in the Event of Default

17.1 If an Event of Default occurs, the SERVICE PROVIDER shall be liable for all damages resulting from the default, including but not limited to:

A. lost revenues;

B. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the COUNTY for reprocurement of Services, including procurement and administrative costs; and,

C. such other direct damages.

17.2 The SERVICE PROVIDER shall also remain liable for any liabilities and claims related to the SERVICE PROVIDER'S default.

17.3 The COUNTY may also bring any suit or proceeding for specific performance or for an injunction.

Article XVIII
Office of Inspector General /Independent Private Sector Inspectors General

18.1 Independent Private Sector Inspector General Reviews

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

18.2 Miami-Dade County Inspector General Review

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m) federal, state and local government-funded grants;** and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

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

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

Article XIX
Miscellaneous Provisions

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

If to the COUNTY:

Miami-Dade County
Office of Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Assistant Director
Electronic mail: fianot@miamidade.gov

If to the SERVICE PROVIDER:

Dr. Robert A. Ladner
President
Behavioral Science Research Corporation
2121 Ponce de Leon Blvd., Suite 250
Coral Gables, Florida 33134
Electronic mail: Rladner@behavioralscience.com

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

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

19.3 In addition, the SERVICE PROVIDER must comply with all COUNTY contracting requirements, including all required affidavits.

19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SERVICE PROVIDER, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State and Federal governments.

19.5 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SERVICE PROVIDER and the COUNTY, or any department of the COUNTY unless specifically stated herein.

19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SERVICE PROVIDER or its sub-contractor(s) for the purpose of this Agreement, including all information stored in the Ryan White Program Service Delivery Information System, shall become the property of the COUNTY without restriction, reservation or limitation of their use and shall be made available by the SERVICE PROVIDER or its sub-contractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.

19.7 When issuing statements, press releases, request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the SERVICE PROVIDER shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and, (3) the percentage and dollar

amount of the total costs of the project or program that will be financed by non-governmental sources.

19.8 In accordance with County Administrative Order No. 3-29, SERVICE PROVIDERS that are in arrears to the COUNTY in excess of the enforcement threshold are prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the COUNTY has agreed in writing to an approved payment plan.

19.9 In accordance with County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for County contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SERVICE PROVIDER is required to submit an affidavit (see Exhibit C, Attachment E of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

Article XX
Business Applications and Forms

20.1 Business Application. The SERVICE PROVIDER shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the SERVICE PROVIDER to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

20.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (786) 314-9560.

Article XXI
Patent and Copyright Indemnification

21.1 The SERVICE PROVIDER warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

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

21.3 In the event any Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SERVICE PROVIDER shall have the obligation to, at the COUNTY'S option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the COUNTY, at the SERVICE PROVIDER's expense, the rights provided under this Agreement to use the item(s).

21.4 The SERVICE PROVIDER shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The SERVICE PROVIDER shall enter into agreements with all suppliers and subcontractors at the SERVICE PROVIDER's own risk. The COUNTY may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the COUNTY's judgment, use thereof would delay the Work or be unlawful.

21.5 The SERVICE PROVIDER shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

21.6 SERVICE PROVIDER acknowledges that the Agreement and any other documents submitted to the COUNTY or obtained by the COUNTY pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset.

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

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

1. The Terms and Conditions in this Agreement;
2. The special conditions contained in Exhibits "A" through "C" attached herewith:

Exhibit A – Scope of Service(s)
Exhibit B – Budget
Exhibit C – Affidavits and Authorized Signatures

- Miami-Dade County Affidavits (Attachment A)
- State Public Entities Crime Affidavit (Attachment B)
- Subcontractor and Supplier Affidavit/Declaration (Attachment C) - *(NOTE: Attachment C must be completed and included with this Agreement only if the accompanying contract award totals $100,000 or more.)*
- Authorized Signature Form (Attachment D)
- Collusion Affidavit (Attachment E)

Article XXIV
Survival

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

Article XXV
Mutual Obligations

25.1 This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly

authorized representatives of both parties.

25.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

25.3 In those situations where this Agreement imposes an indemnity obligation on the SERVICE PROVIDER, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SERVICE PROVIDER fails to diligently defend such claims, and thereafter seek indemnity for costs from the SERVICE PROVIDER.

25.4 Nothing herein shall alter, affect, modify, change or extend any other agreement between the Service Provider and the COUNTY, or any department of the COUNTY unless specifically stated herein.

25.5 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

25.6 This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.

25.7 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement.

25.8 The parties agree and understand that final approval of this Agreement is conditioned on the Board of County Commissioners (Board) ratification of same, which shall be within the Board's sole discretion. If the Board, in its sole discretion, does not approve of this Agreement, this Agreement shall be null and void.

25.9 This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

BEHAVIORAL SCIENCE RESEARCH CORPORATION

By: [signature]

Name: ROBERT A. LADNER

Title: PRESIDENT

Date: June 14, 2010

Attest: [signature]
Corporate Secretary OR Notary Public

Print Name: Deborah J. Shaw

Title: Office Manager

Corporate Seal OR Notary Seal/Stamp

NOTARY PUBLIC-STATE OF FLORIDA
Deborah J. Shaw
Commission # DD844902
Expires: JAN. 19, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

MIAMI-DADE COUNTY

By: [signature]

Name: Jennifer Glazer-Moon

Title: Spec. Asst./Director, OSBM

Date: 6/15/10

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: [signature]

Name: ADORNO
Deputy Clerk

Approved for form and legal sufficiency:

By: [signature]
Assistant County Attorney

EXHIBIT A

Behavioral Science Research Corporation (BSR)
Ryan White Part A Program
Scope of Work: Staff Support, Quality Management, Training
March 1, 2010 through February 28, 2011

This scope of work includes two distinct components: 1) Staff support to the Miami-Dade HIV/AIDS Partnership and 2) quality management services for the Ryan White Program, including training for Ryan White Program-funded direct service personnel.

Behavioral Science Research Corporation (BSR) will submit to the Miami-Dade County Office of Grants Coordination (OGC or County) monthly summaries of activities conducted in accordance with this scope of work, along with accompanying back-up materials in a format previously agreed upon with the County.

I. MIAMI-DADE HIV/AIDS PARTNERSHIP STAFF SUPPORT

BSR will provide support to the Partnership, as well as to its standing committees, subcommittees, and ad hoc committees conducting business pertaining to the Ryan White Program. Currently there are five standing committees and two subcommittees: standing committees include Executive, Care and Treatment, Housing, Strategic Planning, and the Community Coalition Committee; subcommittees include the Medical Care Subcommittee and Oral Health Care Subcommittee. Staff support shall be provided only for properly noticed meetings.

The tasks specifically associated with Staff Support include both professional and clerical activities. Professional support activities for FY 2010-2011 include presentations of data and information, comprehensive planning, community needs assessment, Partnership and committee member training, and other activities as they arise.

I-A. COORDINATION AND SUPPORT OF MEETING ACTIVITIES

A.1 In coordination with the Partnership or committee chair, BSR will schedule the time, date, and location of meetings. All meetings will comply with Government in the Sunshine, Americans with Disabilities Act requirements, and guidelines provided by the County.

A.2 BSR will prepare and distribute meeting notices by US Mail, email, or fax to all Partnership members at least 14 calendar days in advance. (Changes in scheduled meetings require consultation with OGC).

A.3 BSR will send a notice of all meetings to the County for inclusion in the County Calendar at least 14 calendar days in advance.

A.4 BSR will maintain monthly meeting calendars reflecting all Partnership and committee meetings and trainings that will be distributed at meetings and posted online at www.aidsnet.org. Email, hard copy mail and fax copies of the calendar(s) will be sent upon request.

A.5 In consultation with the Partnership and committee chairs and based on minutes from the previous meeting, BSR will prepare meeting agendas and supporting materials as needed.

A.6 At least one professional BSR staff member will attend each meeting. If requested by the chair, a staff member will act as parliamentarian. A copy of the current Partnership Bylaws will be available at each scheduled meeting. Materials will be distributed (including agendas, minutes, materials resulting from committee votes, and other informational materials prepared by staff) at all meetings.

A.7 BSR will provide refreshments at BSR meeting rooms to facilitate PLWHA participation in meetings. Refreshments will be provided at off-site meetings lasting three (3) or more hours.

A.8 BSR will prepare official minutes following the County format for all meetings, with brief summaries of discussions included to memorialize issues under discussion.

A.9 BSR will maintain an attendance log that shall be reflected in meeting minutes.

A.10 Each meeting will be audio taped, and copies will be made available at cost as public documents within 10 days of receipt of written request.

BSR will provide additional support for Partnership and committee meetings, based on a formal request by the committee or Partnership, and provided that the request falls within the scope of work and is directly related to Partnership responsibilities and activities. Staff will follow up on items requested by committees, the Partnership, and the County within the scope and budget of the contract.

I-B. PARTNERSHIP STAFF SUPPORT

BSR Staff Support personnel will:

B.1 Assist the Partnership, committees, and subcommittees with meeting preparations and execution.

B.2 Provide technical analyses of issues identified by the County, staff, committees, or subcommittees that are deemed to be relevant to the Partnership.

B.3 Assist the Partnership and committees with setting agendas to promote substantive discussions and deliberations.

B.4 Help to prepare Partnership positions on relevant issues as needed.

B.5 Update the Partnership's Policies and Procedures as needed, in accordance with changes in federal requirements, the Miami-Dade County Ordinance creating the Partnership, Bylaws, and other modifications.

B.6 Participate in and advise the Partnership on Bylaws revisions.

B.7 Prepare formal correspondence on behalf of the Partnership, committees, subcommittees, and Partnership chairs as requested by the Partnership, as staff time permits, and in accordance with County and Partnership policies and procedures and this scope of work.

I-C. PARTNERSHIP RECRUITMENT ACTIVITIES

The goal of these activities is to recruit new members for the Partnership and its committees, and subcommittees. BSR will work with the Partnership and the Community Coalition Committee to conduct focused recruitment activities to fill Partnership seats in the HRSA-mandated representational categories, including people living with HIV/AIDS who are recipients of Ryan White Program services and who are non-affiliated with Ryan White Program service providers. Particular efforts will be made to reach members of the Black/African American, Haitian, and Hispanic communities, and female PLWHA. The following activities will be conducted during the contract period:

C.1 Identify groups to be targeted for membership, based on federal requirements and principles of parity, inclusiveness, and representation (PIR).

C.2 Provide the Community Coalition Committee with information on membership categories to be filled, demographic information for filling seats, and suggested locations, including Ryan White Program service providers, for their recruitment efforts.

C.3 Prepare documents and resource materials containing information on the Ryan White Program, services available, provider locations, and selected additional information to inform the community about the program and its resources. These resource materials may include brochures, fliers, advertising give-aways, signs, or other promotional materials.

C.4 Maintain contact through outreach efforts with Ryan White Program providers to identify potential new members by hosting meetings, through medical case management trainings, visiting provider agencies, and utilizing Partnership members. Canvass other organizations and participate in

community health fairs and other events as necessary to identify members for vacant seats.

C.5 Facilitate an open nominations process, including collecting and collating applications, reviewing them for representational categories, assessing them against the demographic and geographic distribution of the epidemic, checking applicant eligibility and qualifications, coordinating the review process, preparing nominations packages for the Mayor of Miami-Dade County, and maintaining official records of the process.

C.6 Provide information to the community at large on Partnership business and activities, including recruitment, comprehensive planning, needs assessments, and other related issues.

C.7 Assist in developing an Annual Report, providing a "state of the epidemic" and "state of the community response" statement that provides a context for the Partnership's activities, and which may be offered for distribution to elected officials, department heads throughout the County, and other key stakeholders.

C.8 Organize a PLWHA retreat, including presentations on HIV/AIDS issues and the Partnership as a potential recruitment tool.

I-D. PARTNERSHIP MEMBER TRAINING

BSR will develop training workshops for current and new members of the Partnership. Training of new members will serve as an orientation to Partnership activities and responsibilities, including an overview on formal meeting procedures. Current member training will be designed to enhance Partnership members' skills in areas such as decision-making, understanding data, and priority setting. All Partnership members will be encouraged to attend these sessions. Some of the trainings may be incorporated into scheduled meetings to maximize participation. Other activities to be conducted under this contract include:

D.1 Prepare an orientation manual and other training materials for new and existing members.

D.2 Assist the Partnership with the implementation of training, as needed, for its members. In coordinating this training, BSR shall:

+ arrange the location of the meeting(s)
+ develop an agenda and program materials
+ secure the participation of speakers, when needed
+ ensure that meetings comply with Government in the Sunshine laws and the Americans with Disabilities Act.

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Training sessions may include:

+ updates on the Ryan White Program reauthorization
+ consumer training (health, medications, Ryan White Program services)
+ planning processes, reviewing needs assessment, setting priorities, understanding and utilizing data
+ overview of the data incorporated in and measuring progress in completing goals contained in the Comprehensive Plan
+ issues relating to stigma, disclosure, understanding labs, general HIV/AIDS education, and other topics as requested.

Note that the Partnership, its committees, and subcommittees are periodically updated on these issues over the course of the year, as well as through the New Member Orientation and Training, held at least once per year.

I-E. PARTNERSHIP MEMBER EXPENSE REIMBURSEMENT AND MEETINGS

BSR will reimburse Partnership and committee members for approved travel, parking, and other expenses related to attendance at Partnership meetings, committee meetings, and conference attendance, as appropriate and within budgetary limits. Expenses submitted more than four (4) months after the expense date will not be reimbursed. Expense requests will be processed within 15 business days of receipt. Additional activities regarding reimbursing Partnership expenses include:

E.1 Maintain and revise the reimbursement policies and procedures for activities reimbursed by the Ryan White Program, as needed.

E.2 Track expenses and request reimbursement from the County for eligible expenses.

E.3 Make travel arrangements for Partnership members for conference attendance as allowable through this contract.

E.4 Pay registration fees and advance travel expenses for such conferences.

E.5 Keep the books necessary for Partnership expenses and provide the County with accounting for these expenses.

I-F. STAFF SUPPORT FOR THE PARTNERSHIP'S GRIEVANCE PROCESS AND PROCEDURES

BSR staff will manage the Partnership's Grievance Procedures for grievances filed against the Partnership related to prioritization and allocation processes, within budgetary limitations.

I-G. RESEARCH, DATA COLLECTION, REPORTING, AND DOCUMENT PRODUCTION

G.1. Assessment of HIV/AIDS Services in Miami-Dade County (Needs Assessment)

The needs assessment includes interactions with Ryan White Program clients, analysis of data on service utilization and cost (SDIS and other data), development of measures for unmet need, and estimates of HIV+ persons not in care. BSR will work with the Care and Treatment Committee to help them understand data, unmet needs estimates, and other aspects of the needs assessment results during the annual priority-setting and allocation processes. BSR will produce a Needs Assessment Workbook for each Care and Treatment Committee member, each full Partnership member, and OGC staff to use during the priority setting process. Additional copies of needs assessment documents will be produced for non-Care and Treatment Committee member meeting attendees and will be available through the Partnership's website.

The following activities will be conducted during this contract period:

a) ***Ryan White Program (Part A and Minority AIDS Initiative [MAI]) services analysis.*** BSR will review service utilization and service cost. Profiles will be produced for the needs assessment and for the annual competitive Ryan White Program grant application.

b) ***Study on linkage to care for newly diagnosed.*** BSR will collect information working with the local Department of Health (DOH) to identify counseling and testing sites with higher numbers of new positives needing linkage to care. BSR will then work with outreach providers to implement an effective linkage to care system between outreach providers and testing sites.

c) ***Estimates of unmet need and service gaps.*** BSR will work with the Florida DOH HIV/AIDS Surveillance Program to estimate unmet need for primary medical care for people living with HIV/AIDS, and develop local estimates of service gaps for other service categories funded by the Ryan White Program. These data will be presented during the needs assessment and will be included in the competitive Ryan White grant application.

d) ***Analysis of funding streams for HIV care and treatment.*** All funding sources will be contacted and data, as available, will be obtained on clients by service category, number of clients served, and expenditures by service.

e) ***Analysis of provider service capacity.*** Available data on the supply of services and capacity issues, as identified, will be included in the analysis of community needs.

f) ***Analysis of disparities in health care use and status.*** Local data, as available, will be combined with Ryan White Program service data and other funding source information to analyze disparities in access to and utilization of healthcare services.

g) ***Analysis of the epidemic.*** Analysis of trends, incidence, prevalence, and demographics based on community health data.

h) ***Provide assistance to the OGC in preparing the annual competitive Formula and Supplemental HRSA grant application, as well as providing input for the Minority AIDS Initiative (MAI) application.*** The data, information reports, and special projects that go into the annual needs assessment also form the basis for the annual HRSA grant applications submitted by the Grantee (OGC). BSR will assist in the writing of the actual application and conduct additional analyses as needed in support of the application.

i) ***Annual Report.*** BSR will develop an Annual Report, providing a "state of the epidemic" and "state of the community response" statement that provides a context for the Partnership's activities, and which may be offered for distribution to elected officials, department heads throughout the County, and other key stakeholders.

G.2 Miami-Dade County 2009-2011 Comprehensive Plan for HIV/AIDS

BSR will work with the Strategic Planning Committee to assign and monitor progress and goals contained in the Comprehensive Plan; BSR will also conduct workshops, community forums, provider forums and other activities, as directed by the Strategic Planning Committee, to involve the community in meeting the goals defined in the Plan.

G.3 Assessment of the Grantee's Administrative Mechanisms

BSR will provide guidance and instruction to the Strategic Planning Committee on conducting the yearly Assessment of the Administrative Mechanism for the rapid disbursement of Federal funds, including survey design, analysis and reporting of information that will be included in the grantee's annual application.

I-H. MIAMI-DADE HIV/AIDS PARTNERSHIP WEBSITE DEVELOPMENT AND MAINTENANCE

BSR will maintain and update the website for the Miami-Dade HIV/AIDS Partnership, www.aidsnet.org, used to disseminate information related to the activities of the Partnership and the Ryan White Program, including Continuous Quality Improvement and Training activities germane to Partnership members, provider agencies, the affected community, and the general public. BSR will maintain current Partnership information on the website, including reports, calendars, minutes, and official Partnership and committee documents. BSR will maintain linkages between the www.aidsnet.org website and the OCG Ryan White Program website (www.miamidade.gov/ryanwhite/) and the BSR corporate website, in order to maintain a seamless information stream for Partnership members, community leaders, the affected community, and the public at large.

II. QUALITY MANAGEMENT (QM) AND TRAINING SERVICES

II-A. QUALITY MANAGEMENT PROGRAMS

The purpose of the Quality Management component of BSR's activities is to provide continuous clinical quality assurance and improvement services to Miami-Dade County and to the provider programs funded through the Ryan White Program. These services will support an on-going continuous process of program performance monitoring and quality improvement that evaluates and analyzes data and provides feedback to the County and to funded service programs. Key activities for the current contract year include:

- Work with the Performance Improvement Advisory Team (PIAT) to refine and implement a system-wide Performance Improvement Plan (PIP).

- Provide technical assistance to providers on documentation and service delivery standards, performance improvement methodologies, and quality improvement projects based on identified needs.

- Research and identify specific standards and guidelines for service delivery and outcome measures related to core services, concentrating on select services each year and providing a full spectrum of performance standard development, evaluation and technical assistance over the course of succeeding years. Review, develop, and implement benchmarks, outcome measures, and performance targets for select services, in coordination with the County and the PIAT.

- Conduct the following review activities:

  + Targeted follow-up reviews in coordination with the Florida/Caribbean AIDS Education and Training Center (AETC) to assess implementation of improvements for specific providers of outpatient medical services to persons living with HIV/AIDS;

  + Targeted follow-up reviews in coordination with AETC to specific pharmaceutical service providers to assess improvements following the 2009 reviews; and

  + Full-scale record review, in coordination with AETC, of mental health providers for the purpose of assessing the quality of services provided.

- Discuss with the providers in the PIAT the results of external reviews and action plans for addressing opportunities for systemic and provider-specific improvement will be developed in collaboration with providers, BSR and the County.

- Analyze medical case management activities, using specialized SDIS activity codes to track specific medical case management activities.

- Collect and analyze data to measure both the level of client health literacy and the level of client satisfaction with services provided.

- Identify mechanisms to gather and report clinical performance levels, pursuant to implementation of HAB HIV/AIDS Core Clinical Performance Measures through tracking data elements in the SDIS and by implementing other data collection procedures as appropriate. Performance levels on the HAB indicators, as well as other indicators of clinical performance, will be reported to the PIAT, the Partnership, and the County.

- Coordinate quality management activities with the PIAT, the Partnership's Medical Care and Oral Health Care Subcommittees, Care and Treatment Committee, and with the Minority AIDS Initiative (MAI) Quality Management functions.

- Participate in monthly meetings with the County and Automated Case Management Systems, Inc. (ACMS) in order to streamline and troubleshoot issues related to the entry and quality of data gathered by the Service Delivery Information System (SDIS).

BSR will work with the County, service providers, and the Performance Improvement Advisory Team (PIAT) to identify and improve processes that lead to better clinical outcomes, and assist in the development of a provider system that utilizes problem solving techniques and performance improvement strategies for a strengthened HIV/AIDS care and treatment system. BSR will develop processes for improvement in QM/QI activities, and modify the Performance Improvement Plan, as needed, in collaboration with the PIAT and OGC.

A.1 Performance Improvement Plan/Program

The Performance Improvement Plan (PIP) assures high quality care through the ongoing selection, development and review of key quality indicators, staff training, data collection and review, technical assistance, identification and resolution of problems, evaluation of results, provider feedback, measurement of outcomes, assuring that providers meet established benchmarks, and monitoring of improvement/change over time. QM staff will notice and facilitate PIAT meetings in collaboration with the elected Chair and will work with providers and the County to implement the annual workplan attached to the PIP.

A.2 Technical Assistance

As part of an ongoing PIP, BSR will provide technical assistance to providers in two ways: 1) BSR staff will provide on-site technical assistance in order to evaluate and assist providers to clearly understand documentation and service delivery standards and requirements, and 2) BSR will collaborate with AETC to bring medical experts in HIV/AIDS care to provide clinical technical assistance as needed.

Targeted technical assistance will be provided throughout the year by BSR QM personnel, on a monthly basis, to all Ryan White Program medical case management providers. These TA visits will concentrate on eligibility requirements, financial assessments, comprehensive health assessments, plans of care, and appropriate supporting documentation. Visits and activities will be documented with copies provided to the appropriate agency and copies available to the County.

A.3 Conduct a Review of Mental Health Providers

BSR will work with AETC, OGC, PIAT and mental health providers to develop and revise, as necessary, a mental health review tool; reviews will be conducted under the auspices of the QMP and in cooperation with reviewers from AETC.

A.4 Conduct Follow Up Reviews

BSR will work with OGC, PIAT, AETC and Ryan White providers to conduct follow-up reviews for specific pharmacy providers to ensure problems identified in the 2009 full review have been corrected.

BSR will work with OGC, PIAT, AETC and Ryan White providers to conduct follow-up reviews for specific outpatient medical care providers who can benefit from technical assistance aimed at improving performance. BSR will work with AETC to review reports, select providers, identify weak areas and coordinate a plan to provide technical assistance leading to improved performance.

A.5 Provide Medical Case Management Technical Assistance

All Ryan White Program medical case management providers will continue to receive technical assistance (TA) that will focus on documentation, assessments and Plans of Care.

A.6 Complete Data Collection and Generate Report for a Client Satisfaction/Health Literacy Survey

BSR will conduct c data collection for a survey of PLWH/A consumers at major Ryan White Program provider locations. BSR will construct the survey database, enter the data, conduct data analyses, and produce and disseminate a report for the annual Needs Assessment.

BSR will analyze the results of the survey, provide feedback, and recommend goals for improvement, based on data indicators, benchmarks, and outcome measures for services reviewed in collaboration with providers, PIAT, and the OGC.

A.7 Develop Benchmarks, Outcome Measures, and Targets

In conjunction with OGC and ACMS, BSR will review outcome measures currently used in the Miami-Dade County Eligible Metropolitan Area (EMA), and establish baseline performance standards and goals where necessary. Targets for expected improvement will be established with assistance from OGC and providers. BSR will implement data collection for the HAB HIV/AIDS Core Clinical Performance Measures for Adults and Adolescents. BSR will work with the PIAT and providers to re-examine existing outcomes and measures, test the reasonableness of outcomes for key services, and make modifications as needed.

II-B. TRAINING ACTIVITIES

Training activities under the Quality Management portion of the Scope of Work are directed toward several key groups: medical case managers (new medical case managers, experienced medical case managers, and medical case manager supervisors), medical staff, oral health care staff, and outreach workers.

BSR will use various trainers during the contract period to conduct training activities outlined below. Trainers will include BSR staff, community peers, and local and national experts, as needed. BSR will coordinate and facilitate all training activities, holding them at BSR facilities whenever possible.

In addition to the BSR facilities, BSR has established a network of training locations throughout the Miami-Dade County area. Training locations that are cost free will be selected whenever possible; all will be accessible to people with disabilities. BSR will expand its network, as necessary, to meet the needs of the community. Every effort is made to locate trainings at convenient sites.

BSR has a list of all medical case managers and their agencies which is continuously updated, enabling medical case management training announcements to be sent directly to individuals as well as to the official Ryan White Program contact person. BSR keeps and will continue to keep files of all training topics, locations, handouts, attendee logs, and the agencies the attendees represent.

Pre and post-test evaluations will be developed for some training sessions as appropriate, and the results will be analyzed by BSR and presented to the County. BSR will report training attendance data to providers and to the County on a quarterly basis, and correlate training attendance with results on performance indicators as designated by the PIAT (as indicated in Section II. A.7 above).

The training program encompasses the following categories of training:

II-B.1. MEDICAL CASE MANAGEMENT TRAINING

Medical case management training will have the following components:

B.1.1 Revision of Medical Case Management Guidelines;
B.1.2 Total revision and update of the Medical Case Management Handbook as necessary to reflect changes in Medical Case Management Guidelines;
B.1.3 Creating and producing a Medical Case Management Proficiency Examination;
B.1.4 Providing Basic Medical Case Manager Orientation Training at least once, annually;
B.1.5 Providing monthly Medical Case Manager Training;
B.1.6 Providing quarterly Medical Case Manager Supervisor Training.

These are discussed in greater detail below:

B.1.1 Revision of Medical Case Management Guidelines

Case Management Guidelines will be updated to reflect the emphasis on medical case management as opposed to psychosocial case management. BSR will work with AETC, OGC, PIAT and Ryan White Program-funded providers to update the Guidelines.

B.1.2 Total revision and update of the Medical Case Management Handbook as necessary to reflect changes in Medical Case Management Guidelines

The Medical Case Management Handbook serves as a reference tool for all medical case managers and supervisors. BSR revises the Medical Case Management Handbook annually, as necessary, to ensure the most up to date information is included. Medical Case Managers will be provided an updated copy of the Handbook.

B.1.3 Creating and producing a Medical Case Management Proficiency Examination

A proficiency test has been developed and implemented to measure knowledge of Ryan White Program medical case management standards and documentation requirements, as well as general knowledge of HIV disease. Identified strengths and weaknesses have been built into the Medical Case Manager Training and Medical Case Manager Supervisor Training. The proficiency test will be administered for established medical case managers and for new medical case managers as determined in collaboration with the Office of Grants Coordination.

BSR will continue to work closely with AETC. AETC has been charged with developing a training syllabus and curriculum for medical case managers.

B.1.4 Providing Basic Medical Case Manager Orientation Training at least once, annually

Ryan White Program standards currently state that medical case managers working in the Ryan White Program system for less than two years should have 20 hours of basic medical case management training. BSR will develop and deliver this core training program.

B.1.4.1 Syllabus/Training

The twenty hour training program will cover an array of topics including duties and responsibilities of medical case management, knowledge of HIV/AIDS and associated health issues, knowledge of HIV/AIDS services and eligibility for such services, as well as an overview of other vital (non-HIV/AIDS related) community resources.

The current syllabus will be reviewed and revised to reflect recent changes in the program and the job descriptions of medical case managers. Topics covered will include supporting documentation and paperwork, client assessment and referral, care planning, progress notes, policies and procedures, ADAP enrollment, eligibility, professional boundary issues, and professional ethics. Pre and post tests will be given as appropriate to ascertain the level of knowledge gained

B.1.4.2 Program Presenters and Costs

Costs to the training budget will be minimal and may include refreshments for training participants, administrative expenses for printing, copying, other office supplies, and professional presenters. OGC and BSR staff will also provide training instruction as will competent medical case management supervisors and/or Ryan White Program agency

directors, especially for topics related to documentation and duties/responsibilities of the medical case manager. Staff members from the Miami-Dade County Department of Health, other Ryan White Program personnel, and local community resources will be used whenever possible.

B.1.5 Providing Monthly Medical Case Manager Training

Current Ryan White standards state that medical case managers must complete at least 20 hours of system-wide training annually. BSR will provide these hours through monthly training programs that will focus on knowledge, treatment and management of HIV/AIDS disease, and medical case management skills related to specific duties. Trainings will also include presentations by Ryan White providers of services, including eligibility and referral processes.

B.1.5.1 Medical Case Management Duties

The SDIS is routinely monitored by BSR's QM staff for case management entries. Examples from the SDIS are analyzed to target specific areas of strength and areas in which training is needed. All medical case management agencies will be offered one-on-one technical assistance. This TA will be coordinated with monthly training programs to reinforce performance improvement in targeted areas, e.g. documentation, completion of comprehensive health assessments, et al.

B.1.5.2 HIV Care and Treatment Management

HIV care and treatment guidelines are constantly changing, and medical case managers need to be trained on the most current standards of care. Additionally, as the Ryan White Program increasingly emphasizes medical case management models, case managers must be competent to actively monitor, educate and reinforce client adherence to medications and medical care.

B.1.5.3 Presenters and Costs

BSR staff, other local professionals, and pharmaceutical community liaisons will be presenters at monthly programs, thus reducing the need to pay speaker fees. Attempts will also be made to use seasoned medical case managers from the Ryan White Program to assist with presentations.

B.1.6 Providing Quarterly Medical Case Management Supervisor Training

The PIAT has recommended that Medical Case Management Supervisor training consist annually of 30 hours in total, including 15 hours dedicated to supervisory management training. This training will be spread out on a quarterly basis throughout the grant year. Fifteen hours of training specific to Ryan White Program issues will be provided at two of the quarterly sessions by BSR staff. Every attempt will be made to schedule training sessions in convenient locations and to accommodate supervisors' time constraints.

B.16. 1 Supervisor Training - Supervision and Management

Quarterly full-day sessions will be reserved for supervisory and management training. Dr. Jane Allen Petrick, a BSR management training consultant, will provide two (2) quarterly eight hour trainings on supervision and management. Trainings will focus on leadership and interpersonal skills for supervisors, as well as training on time management practices.

II-B.2. CLINICAL STAFF TRAINING

BSR will work with the Florida AIDS Education and Training Center (AETC) to provide AETC training to any HIV medical provider requesting assistance or identified as needing assistance. BSR will facilitate, in conjunction with AETC, trainings that review updates and changes in the Department of Health and Human Services (DHHS) guidelines that affect the provision of oral health care services to Ryan White clients.

II-B.3. OUTREACH WORKERS TRAINING

BSR, in collaboration with OGC, PIAT and outreach providers, developed a list of training topics appropriate for Ryan White Program outreach workers. BSR will develop a curriculum and identify trainers as needed. Emphasis will be placed upon effective linkages with key points of entry, medical case management, newly diagnosed clients, effective interventions in both reconnecting people lost to care with the care system and linking newly diagnosed persons to care.

Miami Dade College offers a 45-hour class in Community Health and Outreach Work. The BSR Training Coordinator will evaluate this class for the purposes of obtaining the most up-to-date information possible, and may recruit key Miami-Dade College instructors in this area to present relevant elements of the course to Ryan White Program outreach workers.

II-C. PROVIDER FORUMS

BSR will organize and staff quarterly service provider forums to assist the Miami-Dade HIV/AIDS Partnership and the Miami-Dade County Office of Grants Coordination with exchange of QM information to the community. Forums will focus on presentations specific to the Ryan White Program as determined between BSR and OGC. Presenters will include BSR and OGC staff, service providers, local researchers and contracted consultants as deemed necessary. Vincent Omachonu, an internationally recognized expert in Continuous Quality Management at the University of Miami, will facilitate at least two Provider Forums during the contract period. Dr. Omachonu will work with BSR staff to develop relevant materials and activities which will be used in the Forums.

II-D. SPECIAL TRAINING

BSR's training coordinator will monitor available opportunities and training programs. When possible, time and budget permitting, the BSR training coordinator will actively participate in programs identified as being of value to the HIV/AIDS community and will

make them available to Ryan White-funded service providers and the general community as time and space permit.

III. Hours of Operation, Service Location and Principal Contact

BSR office hours are from 9:00 a.m. to 5:00 p.m., but professional staff will be available for evening or weekend hours as needed. Most training activities will be conducted on workdays during regular operating hours. No direct services will be provided to consumers of HIV/AIDS services. All work will be performed at BSR's corporate offices located at 2121 Ponce de Leon Boulevard, Suite 250 and Suite 450, Miami, Florida 33134, or in the field, as appropriate.

Official Contact and Person Responsible for Program and Fiscal Administration

Dr. Robert A. Ladner
President
Behavioral Science Research Corporation (BSR)
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EXHIBIT B

FY 2010-11
Continuation Contract

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
Behavioral Science Research Corporation	Staff Support Services for the Miami-Dade HIV/AIDS Partnership	3/1/10 - 2/28/11

Costs	Object Class Categories	Ryan White Part A Direct Service Costs	Ryan White Part A Indirect/Admin. Costs*	Other Funding: Other Part A/MAI Funds	Other Funding: City and/or State	Other Funding: General Oper./ Private	Total Cost For Budget Period	Percent Charged to Part A
Personnel								
1. Position	**Project Director** (30% D, 10% I)	$45,082	$14,908	$66,312		$23,999	$150,301	40%
Fringes	Dr. Robert Ladner (FB 37%)	$16,500	$5,457	$24,201		$9,359	$55,517	40%
2. Position	**Senior Administrator**	$40,375		$40,375			$80,750	50%
Fringes	Elizabeth Hayden (FB 19%)	$7,842		$7,842			$15,684	50%
3. Position	**Project Coordinator II**	$50,524					$50,524	100%
Fringes	Marlen Hernandez (FB 22%)	$11,236					$11,236	100%
4. Position	**Project Coordinator II**	$52,500					$52,500	100%
Fringes	Christina Bontempo (FB 22%)	$11,451					$11,451	100%
5. Position	**Senior Analyst**	$18,928		$18,928		$37,856	$75,712	25%
Fringes	Petra Brock-Getz (FB 13%)	$2,418		$2,418		$4,836	$9,672	25%
6. Position	**Bookkeeper/Office Manager**	$12,720		$12,720		$25,440	$50,880	25%
Fringes	Deborah Shaw (FB 24%)	$2,992		$2,992		$5,984	$11,968	25%
7. Position	**Staff Assistant**	$36,550					$36,550	100%
Fringes	Kim Tardalo (FB 26%)	$9,345					$9,345	100%
8. Position	**Clerical Assistant - PTE**	$5,537				$16,611	$22,148	25%
Fringes	Analia Ladner (FB 15%)	$852				$2,556	$3,408	25%
	Subtotal	$324,852	$20,365	$175,788		$126,641	$647,646	
Travel (local)		$890		$2,500			$3,390	26%
Program Supplies		$7,000		$1,000		$7,100	$15,100	46%
Equipment/Computer/Repair		$3,000		$1,345		$7,000	$11,345	26%
Contractual: Surveys/Studies		$5,000		$29,600			$34,600	14%
Other Direct Costs: PLWHA Expenses (incl. out of town travel)		$16,500					$16,500	100%
Other Direct Costs: Outreach/Public Relations		$4,000					$4,000	100%
Other Direct Costs: Telephones		$3,000				$6,500	$9,500	32%
Other Direct Costs: Partnership Website Maintenance and Update		$1,000					$1,000	100%
Other Direct Costs: Printing/Copying		$900		$600		$3,500	$5,000	18%
Other Direct Costs: Postage		$1,000		$134		$1,400	$2,534	39%
Other Direct Costs: Meeting Expenses		$1,500					$1,500	100%
Other Direct Costs: Staff Expenses (Out of Town Travel)		$1,000		$1,000		$600	$2,600	38%
Other Direct/Indirect Costs: Rent - Offices		$77,378	$15,948	$57,873		$89,761	$240,960	39%
Other Direct/Indirect Costs: Staff/Partnership Parking, and Other Administrative Expenses		$12,250	$14,717	$8,698		$15,400	$51,065	53%
	Subtotal	$134,418	$30,665	$102,750		$131,261	$399,094	
	TOTAL	$459,270	$51,030	$278,538		$257,902	$1,046,740	
	TOTAL AWARD	$510,300						

*Total not to exceed 10% of Contract Award

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BEHAVIORAL SCIENCE RESEARCH CORPORATION (BSR)
Line Item Budget Justification
Staff Support Services
for the Miami-Dade HIV/AIDS Partnership
RYAN WHITE PART A CONTINUATION CONTRACT - FY 2010-11
MARCH 1, 2010 – FEBRUARY 28, 2011

DIRECT COSTS: ($459,270)

Personnel: Salaries and Fringe Benefits ($324,852)

Project Director ($45,082):
This line item represents 30% of the full-time Project Director's (Dr. Robert Ladner, President of BSR) 12-month salary as a direct cost. Dr. Ladner will dedicate 40% of his time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program. In total, Ryan White Program funds will be used to support 84% of Dr. Ladner's salary and fringe benefits, split between Part A Staff Support [direct (30%) and indirect (10%)], Part A Quality Management [direct (30%) and indirect (10%)], and Minority AIDS Initiative (MAI) Quality Management [direct (4%); prorated]. For Staff Support, Dr. Ladner will be responsible for providing professional and technical expertise in the Needs Assessment, Health Resources and Services Administration (HRSA) grant application, research, data analysis, comprehensive planning, and document production aspects of the project. In addition, he will provide oversight and administrative support for the Miami-Dade HIV/AIDS Partnership. Dr. Ladner will directly oversee the work of the Senior Administrator, Senior Analyst, Bookkeeper/Office Manager, and Clerical Assistant in support of the Part A Staff Support, and will oversee the work of the Senior Administrator in support of Part A Quality Management and Training.

Senior Administrator ($40,375):
This line item represents 50% of the full-time Senior Administrator's (Elizabeth Hayden) 12-month salary. Ms. Hayden will dedicate 50% of her time to the Ryan White Program Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program; and 50% of her work time to the Ryan White Part A Quality Management and Training Services. In total, Part A funds will be used to support 100% of Ms. Hayden's salary and fringe benefits. Ms. Hayden is responsible for oversight of the office functions of the Part A Staff Support operations, lending her expertise in Ryan White Part A Program operation and needs assessment to the day-to-day operations of the Staff Support team. In addition, Ms. Hayden will provide support for the production of needs assessment documents, epidemiological profiles, and grant writing to the Ryan White Part A Program. She will directly oversee the work of the Project Coordinators and Staff Assistant on the Staff Support side, and the Training Coordinator and Quality Management Coordinators on the Quality Management side.

Project Coordinator II ($50,524):
This line item represents 100% of the full-time Project Coordinator II's (Marlen Hernandez) 12-month salary. Ms. Hernandez will dedicate 100% of her time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program. Her primary function is to provide professional expertise and staff support to the Partnership and various committees, by preparing various analyses as needed; keeping the Partnership and its members abreast of relevant activities, funding and programs; working with Partnership Committees on agendas and other business; staffing meetings; and preparing minutes.

Project Coordinator II ($52,500):
This line item represents 100% of the full-time Project Coordinator II's (Christina Bontempo) 12-month salary. Ms. Bontempo will dedicate 100% of her time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program. Ms. Bontempo is responsible for coordinating staff support activities, coordinating the annual Needs Assessment, maintaining contact information for Partnership members and interested parties, and maintaining continuous contact with Partnership and committee members. She will work with full Partnership and Committee chairs to set agendas, schedule meetings, set up locations for external meetings, notify the community, and staff the meetings as needed. She will also provide staff support for membership applications, including maintaining membership and representational categories, assist with grievance procedures, and will perform other staff support duties as needed. Ms. Bontempo also serves as the Webmaster for the Partnership's website, www.AIDSNET.org.

Senior Analyst ($18,928):
This line item represents 25% of the part-time Senior Analyst's (Petra Brock-Getz) 12-month salary. Ms. Brock-Getz will dedicate 25% of her work time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program. In total, Ryan White Program funds will be used to support 50% of Ms. Brock-Getz's salary and fringe benefits, split between Part A Staff Support (25%) and Part A Quality Management (25%). Ms. Brock-Getz is expected to devote 520 hours and will be compensated at a rate of $36.40 per hour to this project during the period of March 1, 2010 through February 28, 2011. Ms. Brock-Getz will be principally responsible for generating special data analyses in support of the needs assessment process and requests from the Partnership or the Grantee for special analyses related to the SDIS database. She will interface externally with the Grantee and with Automated Case Management Systems, Inc. (ACMS) to complete the analyses.

Bookkeeper/Office Manager ($12,720):
This line item represents 25% of the full-time Bookkeeper/Office Manager's (Deborah Shaw) 12-month salary. Ms. Shaw will dedicate 25% of her work time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program as a direct cost; and 25% of her time to the Quality Management and Training Services for the Ryan White Part A Program as an indirect cost. In total, Part A funds will cover 50% of Ms. Shaw's salary during the 12-month budget period. Ms. Shaw is responsible for

processing staff and expense requests from persons living with HIV or AIDS (PLWHA) who are associated with the Partnership, handling all bookkeeping associated with reimbursements to PLWHA, and reviewing and processing all expenses for meetings and special projects undertaken as part of this Agreement. She will serve as the personnel manager for BSR's Ryan White Part A-funded staff, as well as handling all payroll, insurance, supply orders and other administrative duties. She will also provide staff support to Partnership members and Committee chairs in answering reimbursement questions.

Staff Assistant ($36,550):
This line item represents 100% of the full-time Staff Assistant's (Kim Tardalo) 12-month salary. Ms. Tardalo will dedicate 100% of her time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program. Ms. Tardalo is responsible for updating and redesigning Partnership brochures and advertising material, translation of these materials into Spanish, supervision of printing for all internally and externally-produced printed material, and drafting minutes of committee meetings for review by the Project Manager and Project Coordinator. In addition, Ms. Tardalo will assist Staff Support staff in preparation of materials for distribution at Partnership and committee meetings, and in producing outbound mailings as needed.

Clerical Assistant ($5,537):
This line item represents 25% of the part-time Clerical Assistant's (Analia Ladner) 12-month salary. Ms. Ladner will dedicate 25% of her time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program. Ms. Ladner will devote approximately 471.23 hours and will be compensated at a rate of $11.75 per hour to this project during the period of March 1, 2010 through February 28, 2011. Ms. Ladner is responsible for answering the telephones; directing calls to Partnership support staff and other Part A Program personnel, as needed; dispensing parking stickers to Partnership and Committee members and Grantee staff, for attendance at meetings where appropriate; as well as assisting the Staff Assistant in duplication and collation of Partnership materials.

Fringe Benefits ($62,636):
Fringe benefits are calculated between 13% and 37% of these positions' salaries and include health insurance, dental insurance, Worker's Compensation, Florida and federal unemployment compensation insurance, disability insurance, employer's Social Security and Medicare contributions, and BSR's safe harbor and matching contributions on behalf of employees participating in BSR's 401(k). Employees who cannot participate in BSR's health coverage are partially reimbursed for their premiums.

Travel – Staff (Local) ($890):
This line item covers the cost of mileage reimbursement and parking reimbursement for Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program staff for local travel to Partnership meetings, use of public transportation for meetings downtown, and extramural parking expenses where required. BSR will be reimbursed at the rate of $0.50 per mile. Under this budget, it is estimated that approximately 1,780 miles (an average of 148.33 miles per month for a period of 12 months) traveled will be charged to the Ryan White Part A Staff Support Program. Under this budget, Staff Support is being asked to cover 26% of the cost of Ryan White Program local travel expense during the 12-month budget period.

Program Supplies ($7,000):
This line item includes paper, pens, notepads, file folders, flip charts, copier toner, printer toner, fax toner, and other material as needed to provide related services to the Partnership and its Committees, and to provide Partnership members with supplies for meetings and related activities as requested. Under this budget, Staff Support is being charged 46% of this expense for Ryan White Part A Program staff during the 12-month budget period.

Equipment/Computer/Repair ($3,000):
This line item includes the cost of repairs, replacement, and system maintenance of the office equipment and computers used by BSR's Part A-funded program staff, purchase of software needed for Staff Support operations and hardware reconfiguration, service contracts on printers and fax machines, cost of labor to maintain computers, server, and IT operations for this project. BSR retains an IT network professional to maintain the computer equipment and install new equipment as necessary. This person bills BSR separately for all IT functions related to the Ryan White Part A Program operations or the equipment used by Staff Support personnel. A total of $4,345 will be charged to the Ryan White Program for this function in FY 2010-11, of which $3,000 is allocated to Staff Support and $1,345 is allocated to Quality Management. Under this budget, the Ryan White Part A Staff Support Program is being charged 26% of this expense during the 12-month budget period.

Contractual: Surveys/Studies ($5,000):
This line item will cover contracted personnel necessary to conduct various needs assessment-related activities, including focus groups, interview studies, the annual Client Satisfaction surveys (costs split among MAI, Staff Support and Quality Management) and self-administered surveys, to identify both unmet needs and service delivery shortfalls. PLWHAs themselves may be retained as interviewers, if appropriate; other individuals will be compensated on a per-hour rate determined by qualifications and the nature of the activity (e.g., data collection or data entry). Other costs included in this line item will be incentive food vouchers for PLWHA survey respondents and expenses related to focus groups (including incentive vouchers to participants, refreshments and facility rental costs). In instances where focus groups are conducted at the BSR facility or BSR research employees are used for recruitment or management, costs will be recaptured on a reimbursement basis only. The number of

hours and/or pay will be specified in the individual subcontracts. All subcontracts will be approved by Miami-Dade County prior to implementation. Under this budget, the Ryan White Part A Program Staff Support budget will cover 14% of this expense during the 12-month budget period.

PLWHA Expenses ($16,500):
Included in this line item is reimbursement to qualified consumer-members of the HIV/AIDS Partnership for parking and mileage expenses arising out of attendance at related meetings, including PLWHA travel expenses and registration for the August 2010 All Grantee conference in Washington, as approved by the County. In addition, funds are provided for PLWHA refreshments at Partnership and Committee meetings and training sessions held in the BSR offices and special meetings (e.g., Care and Treatment Committee) held off premises. Under this budget, Ryan White Part A funds will cover 100% of this expense during the 12-month budget period.

Outreach/Public Relations ($4,000):
This line item includes the cost of advertising specialties, signs, banners, table toppers, HIV/AIDS event registrations, service brochures and other expenses (e.g., translation of service brochures into Spanish) related to publicizing the Partnership, recruiting new members and increasing the interest of the community in the proceedings and decisions of the Partnership, as guided by the Community Coalition Committee and the Partnership. All materials developed using Ryan White funds will properly credit the funding source. Such materials will contain the following language, "This brochure was paid for, in whole or in part, with federal funds received under the Ryan White HIV/AIDS Treatment Extension Act of 2009 from the U.S. Health Resources and Services Administration". Under this budget, Ryan White Part A funds will cover 100% of this expense during the 12-month budget period.

Telephones ($3,000):
This line item represents monthly costs that are allocated for seven (7) telephone access lines and a dedicated business DSL line for Part A-funded activities. Under this budget, Ryan White Part A Program expenses reflect 32% of BSR's projected telephone services expenses during the 12-month budget period. Note that the cost of these services has been reduced since BSR has negotiated T-1 costs with its phone vendor.

Partnership Website Maintenance and Update ($1,000):
This line item includes access and web-hosting fees for the Partnership's website, updates to design, trouble-shooting, and further developmental activities not handled in-house by Ms. Bontempo. Under this budget, Ryan White Part A funds will cover 100% of this expense during the 12-month budget period.

Printing/Copying ($900):
This line item covers the cost of outside printing needed in order to make copies of materials for the Partnership and its Committees, including color copies when appropriate, and the per-copy overages generated by the office copiers. Other materials

copied include issue briefs, surveys, special documents, and reports. A total of $1,500 has been allocated for this expense, of which $900 is allocated as a direct Staff Support cost and $600 is covered through the Quality Management and Training Services for the Ryan White Part A Program. Under this budget, the Ryan White Part A Staff Support Program is being charged 18% of BSR's total anticipated printing and copying expense as a direct cost during the 12-month budget period.

Postage ($1,000):
A number of mailings are required for Partnership activities, and the cost of postage is included in this budget as a direct expense. This line item also includes overnight mail and courier services. A total of $1,134 is allocated for Ryan White Program postage and delivery expense, of which $1,000 will be a direct cost for Staff Support and $134 will be allocated under the Quality Management Program. Under this budget, the Ryan White Part A Staff Support Program is being charged 39% of this expense as a direct cost during the 12-month budget period.

Meeting Expenses ($1,500):
This line item covers 100% of the cost of renting external facilities and special equipment for Partnership activities, including committee meetings and special meetings as required by the County, when the meeting requirements exceed the capacity of the BSR facilities. This cost also includes the costs of providing food for six (6) annual off-site Needs Assessment meetings, and refreshments for on-site meetings as needed. Under this budget, Ryan White Part A funds will cover 100% of these expenses during the 12-month budget period.

Staff Expenses (Out of Town Travel) ($1,000):
This line item covers 38% of travel expenses for staff to attend in-state and out-of-state meetings and conferences directly related to the work performed under this Agreement during the 12-month budget period, including the Ryan White All Grantee meeting in August 2010.

Rent - Offices ($77,378):
This cost includes 1,425 square feet of dedicated Ryan White Part A Program office space located at 2121 Ponce de Leon Blvd., 4th Floor, and shared space in Suite 250 (2,000 square feet) and Suite 230 (3,000 square feet), to be shared by Staff Support and Training/Quality Management program activities. Staff Support activities in Suites 230 and 250 include regularly scheduled meetings of Partnership standing committees, community input meetings, focus groups, Partnership and PLWHA training meetings, and the use of BSR space by the Project Director, research analysts, interviewers, survey researchers, data entry personnel and administration. This line item also includes a necessary secure locked storage space for Ryan White Part A Program archives. Base rent is subject to an annual increase of 5%, plus periodic assessments for after-hours air conditioning and for annual increases in taxes and operations. Under this budget, a total of $93,326 has been allocated to the Part A-funded Staff Support office and storage rental expense (39% of annual rental costs), of which $77,378 will be charged as direct costs and $15,948 as indirect costs. Under this budget, the Ryan

White Part A Program is being charged 32.1% of these expenses as a direct cost during the 12-month budget period.

Staff/Partnership Parking and Other Administrative Expenses ($12,250):
This direct cost line item covers the cost of non-reserved parking spaces at 2121 Ponce de Leon Blvd., for exclusive use by the Staff Support direct service staff (Ms. Bontempo, Ms. Hernandez, Ms. Tardalo), and allocated parking costs for Dr. Ladner, Ms. Hayden, Ms. Brock-Getz and Ms. Shaw, plus the cost of parking by PLWHAs and committee members attending meetings at BSR, and the cost of temporary parking for data entry clerks and other personnel providing hourly services in support of Staff Support functions. The current hourly rate is $3.50 for four hours; monthly parking space rates have been increased to $95 per month. This line item also includes a portion of other administrative expenses (e.g., corporate liability insurance, property and casualty insurance, Coral Gables and Miami-Dade licenses and fees; building administrative assessments etc.) which are also divided between Staff Support and Quality Management. An additional $14,717 is listed as an Indirect Cost to cover the estimated cost of an annual audit, as required by the Grantee. Under this budget, the Ryan White Part A Program is charged 24% of the cost of this line item as direct expenses during the 12-month budget period.

INDIRECT COSTS ($51,030):

Personnel: Salaries and Fringe Benefits ($20,365)

Project Director ($14,908):
This line item represents approximately 10% of the full-time Project Director's (Dr. Robert Ladner) salary as an indirect cost. Dr. Ladner will dedicate a total of 40% of his time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program during the 12-month budget period. Under this budget, the remaining 30% of this expense is covered as a direct cost to Staff Support. Part A funds will be used to support a total of 84% of Dr. Ladner's salary, split between Part A Staff Support [direct (30%) and indirect (10%)], Quality Management [direct (30%) and indirect (10%)] and MAI [direct (4%); prorated].

Fringe Benefits ($5,457):
Fringe benefits are calculated at 37% of Dr. Ladner's salary and include health, dental insurance, Social Security, Medicare, Worker's Compensation, unemployment insurance, disability insurance, automobile expense reimbursement, and BSR's contribution to the company 401(k) retirement plan.

Rent - Offices ($15,948):
This line item covers a portion of the rent costs allocated to 1,425 square feet of dedicated Ryan White office space located at 2121 Ponce de Leon Blvd., Suite 450, and 5,000 square feet of shared administrative, focus group, meeting room, data entry and research management space in Suites 250 and 230, shared by Staff Support and Training/Quality Management staff activities along with BSR and BSR/Ask Miami

functions. This line item also includes a necessary secure storage space for Ryan White archives. Under this budget, the Ryan White Part A Program is being charged 39% of these expenses under this budget, of which 6.6% is being charged to Staff Support indirect costs during the 12-month budget period.

Other Administrative Expenses ($14,717):
This line item includes a portion of the cost of BSR's external accounting fees and the cost to conduct an annual audit by Prats, Fernandez and Company, pursuant to the requirement for this audit by the Grantee. The Ryan White Part A Staff Support Program is being charged 29% of BSR's administrative expenses as an indirect cost.

TOTAL AWARD: $510,300

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BEHAVIORAL SCIENCE RESEARCH CORPORATION
Staff Support Services for the Miami-Dade HIV/AIDS Partnership
Payment Schedule
MARCH 1, 2010 – FEBRUARY 28, 2011

MONTH	**AMOUNT**
March 2010	$42,525
April 2010	$42,525
May 2010	$42,525
June 2010	$42,525
July 2010	$42,525
August 2010	$42,525
September 2010	$42,525
October 2010	$42,525
November 2010	$42,525
December 2010	$42,525
January 2011	$42,525
February 2011	$42,525
TOTAL AWARD	**$510,300**

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FY 2010-11
Continuation Contract

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
Behavioral Science Research Corporation	Quality Management and Training Services for the Ryan White Part A Program	3/1/10 - 2/28/11

COSTS:	Object Class Categories	Ryan White Part A Direct Service Costs	Ryan White Part A Indirect/Admin. Costs*	Other Funding Other Part A/MAI Funds	Other Funding City and/or State	Other Funding General Oper./ Private	Total Cost For Budget Period	Percent Charged to Part A
Personnel								
1. Position	Project Director (30% D, 10% I)	$45,082	$14,908	$66,312		$23,999	$150,301	40%
Fringes	Dr. Robert Ladner (FB 37%)	$16,500	$5,457	$24,201		$9,359	$55,517	40%
2. Position	Senior Administrator	$40,375		$40,375			$80,750	50%
Fringes	Elizabeth Hayden (FB 19%)	$7,842		$7,842			$15,684	50%
3. Position	Quality Management Coordinator	$67,600					$67,600	100%
Fringes	Ariela Eshel (FB 18%)	$12,245					$12,245	100%
4. Position	Senior Analyst	$18,928		$18,928		$37,856	$75,712	25%
Fringes	Petra Brock-Getz (FB 13%)	$2,418		$2,418		$4,836	$9,672	25%
5. Position	Quality Management Training Coordinator	$57,150					$57,150	100%
Fringes	Sandra Sergi (FB 15%)	$8,354					$8,354	100%
6. Position	Bookkeeper/Office Mgr.		$12,720	$12,720		$25,440	$50,880	25%
Fringes	Deborah Shaw (FB 24%)		$2,992	$2,992		$5,984	$11,968	25%
	Subtotal	$276,494	$36,077	$175,788		$107,474	$595,833	
Travel (local, staff, record reviewers, interviewers)		$2,500		$890			$3,390	74%
Program Supplies		$1,000		$7,000		$7,100	$15,100	7%
Equipment/Computer/Repair		$1,345		$3,000		$7,000	$11,345	12%
Contractual: Training		$12,000					$12,000	100%
Contractual: Record Reviews		$2,000					$2,000	100%
Contractual: Surveys and Studies		$29,600		$5,000			$34,600	86%
Other Direct Costs: Staff Expenses (Out of Town Travel)		$1,000		$1,000		$600	$2,600	38%
Other Direct Costs: Printing/Copying		$600		$900		$3,500	$5,000	12%
Other Direct Costs: Postage		$134		$1,000		$1,400	$2,534	5%
Other Direct/Indirect Costs: Staff Parking and Other Administrative Expenses		$6,500		$29,165		$15,400	$51,065	13%
Other Direct/Indirect Costs: Rent - Offices		$43,927	$5,823	$101,449		$89,761	$240,960	21%
	Subtotal	$100,606	$5,823	$149,404		$124,761	$380,594	
	TOTAL	$377,100	$41,900	$325,192		$232,235	$976,427	
	TOTAL AWARD	$419,000						

*Total not to exceed 10% of Contract Award

BEHAVIORAL SCIENCE RESEARCH CORPORATION (BSR)
Line Item Budget Justification
Quality Management Services for the Ryan White Part A Program, Including Training for Direct Service Personnel
RYAN WHITE PART A CONTINUATION CONTRACT - FY 2010-11
MARCH 1, 2010 – FEBRUARY 28, 2011

DIRECT COSTS ($377,100)

Personnel: Salaries and Fringe Benefits ($276,494)

Project Director ($45,082):
This line item represents the salary of one (1) full-time Project Director (Dr. Robert Ladner - President of Behavioral Science Research Corporation), who will dedicate 40% of his time to Quality Management for the Miami-Dade Ryan White Part A Program activities. In total, Part A funds will be used to support 84% of Dr. Ladner's salary and fringe benefits, split between the Quality Management budget [direct (30%) and indirect (10%)], Minority AIDS Initiative (MAI) Quality Management budget [direct (4%); prorated], and the Staff Support budget [direct (30%) and indirect (10%)]. Dr. Ladner is responsible for direction of the Part A Quality Management Program, including coordinating all activities and acting as liaison to the Part A Grantee, Miami-Dade County Office of Grants Coordination. Dr. Ladner will coordinate all aspects of the program, including workgroups, meetings, training, personnel, and implementation of the Quality Management Program, record reviews, report preparation, and technical assistance. He will also provide training in Quality Management techniques, as appropriate. Dr. Ladner will directly oversee the work of the Senior Administrator and Bookkeeper/Office Manager in support of the Quality Management and Training functions, and with the Senior Administrator will indirectly oversee the work of the Quality Management Coordinators and Training Coordinator.

Senior Administrator ($40,375):
This line item represents the salary of one (1) full-time Senior Administrator (Elizabeth Hayden) who will dedicate 50% of her time to the Quality Management and Training Services for the Ryan White Part A Program; and 50% of her work time to the Ryan White Part A Staff Support Services for the Miami-Dade HIV/AIDS Partnership Program. In total, Part A funds will be used to support 100% of Ms. Hayden's salary and fringe benefits. Under this budget, Ms. Hayden is responsible for oversight of the quality management record review process and related office functions, and will work with the Training Coordinator to develop and implement effective training programs for Part A-funded medical case managers. She will directly oversee the Project Coordinator IIs and Research Assistant on the Part A Staff Support side, and the Training Coordinator and Quality Management Coordinator on the Quality Management side. She will also oversee the MAI Quality Management Coordinator.

Quality Management Coordinator ($67,600):
This line item represents the salary of one (1) full-time Quality Management Coordinator (Ariela Eshel) who will dedicate 100% of her time to the Quality Management and Training Services for the Ryan White Part A Program. Under this budget, Ryan White Part A funds will be used to support 100% of Ms. Eshel's salary and fringe benefits. The Quality Management Coordinator will report to the Senior Administrator, and will be responsible for the day-to-day supervision of various record reviews, analysis of record review data, development of Quality Management (QM) databases, measurement of outcomes, and analysis of data from the Service Delivery Information System (SDIS) for quality improvement purposes, working in all aspects of the Part A-funded Quality Management Program. In addition, she will be responsible for providing technical assistance to medical case management providers and other providers whose record reviews indicate that additional technical assistance is needed.

Senior Analyst ($18,928):
This line item represents 25% of the part-time Senior Analyst's (Petra Brock-Getz) 12-month salary. Ms. Brock-Getz will dedicate 25% of her work time to the Quality Management and Training Services for the Ryan White Part A Program. In total, Ryan White Program funds will be used to support 50% of Ms. Brock-Getz's salary and fringe benefits, split between Part A Quality Management (25%) and Part A Staff Support (25%). Ms. Brock-Getz is expected to devote 520 hours and will be compensated at a rate of $36.40 per hour to this project during the period of March 1, 2010 through February 28, 2011. Ms. Brock-Getz will be principally responsible for generating special data analyses in support of the needs assessment process and requests from the Partnership or the Grantee for special analyses related to the SDIS database. In addition, Ms. Brock-Getz will be responsible for the design and management of periodic client satisfaction and health literacy surveys.

Quality Management Training Coordinator ($57,150):
This line item represents the salary of a full-time Quality Management Training Coordinator (Sandra Sergi). Ms. Sergi dedicates 100% of her time to training and technical assistance activities, working with Dr. Ladner and Ms. Hayden in the implementation of the Part A Quality Management training program, assisting the Quality Management Coordinators in on-site record review and evaluations, providing technical assistance to programs with identified recordkeeping deficiencies, and training medical case managers, peer support staff, outreach workers, and other personnel as needed. Under this budget, the Ryan White Part A Program is being charged 100% of this position's salary and fringe benefits during the 12-month budget period.

Fringe Benefits ($47,359):
Fringe benefits are calculated between 13% and 37% of these positions' salaries and include health insurance, dental insurance, Worker's Compensation, Florida and federal unemployment compensation insurance, disability insurance, Social Security and Medicare contributions, and BSR's safe harbor and matching contributions on behalf of employees participating in BSR's 401(k). Employees who cannot participate in BSR's health coverage are reimbursed for their premiums.

Travel – Staff (Local) ($2,500):
This line item covers 74% of the cost of mileage for Quality Management staff to travel to provider agencies for record review and data collection, and to provide consultation and technical assistance as necessary. BSR staff will be reimbursed at the rate of $0.50 per mile. Under this budget, it is estimated that approximately 5,000 miles (an average of 416.67 miles per month for a period of 12 months) traveled will be charged to the Part A Program. Under this budget, the Ryan White Part A Program is being asked to cover 74% of the cost of this expense during the 12-month budget period.

Program Supplies ($1,000):
This line item includes the cost of paper and other materials as needed to conduct quality management activities and prepare for related meetings. Included in these costs are binders and other training materials, such as newsprint and markers, as well as curricula and collateral training materials. In the context of all of BSR/Ask Miami's supply use, the Ryan White Part A Program is being charged 7% of this expense as a direct cost.

Equipment/Computer/Repair ($1,345):
This line item includes the cost of repairs, replacement, and maintenance of the office equipment, netbooks and computer workstations used by BSR's Part A-funded Quality Management Program staff, system maintenance, and hardware reconfiguration. This line item also include the cost of computer parts used for the project, and the cost of maintaining copiers, printers and fax machines. Where applicable, the maintenance costs are charged back to Quality Management or Staff Support on the basis of the workstation generating the service call. In the context of all of BSR/Ask Miami's computer repair and equipment maintenance costs, the Ryan White Part A Program is being charged 12% of this expense as a direct cost during the 12-month budget period.

Contractual: Training ($12,000):
This line item covers the cost of contracted training sessions conducted by Dr. Jane Petrick (Management) and Dr. Vincent Omachonu (Health Care Quality), both for periodic Medical Case Manager training and Case Manager Supervisor training, and will be used to augment the work of the Training Coordinator and the Quality Management Coordinators. Curriculum materials will be developed under this contract to become part of BSR's ongoing training materials, used by BSR in future training sessions to reduce costs. Under this budget, the Ryan White Part A Program will be charged 100% of the costs of this expense during the 12-month budget period. Fringe benefits will not be covered for contracted personnel.

Contractual: Record Reviews ($2,000):
BSR will contract with experienced oral health care (dental) clinicians and pharmacists, as appropriate, to assist in the conduct of oral health record reviews and pharmacy record reviews as outlined in the Scope of Work (Exhibit A, Section 1 of this Agreement), augmenting the record review work provided by AIDS Education and Training Center (AETC), and by internal Quality Management staff. Quality Management Coordinators are responsible for substance abuse treatment record reviews, medical case manager record reviews and outreach worker assessments;

outpatient medical care record reviews are handled by AETC. Compensation will include both per-record reviewing and pre-review training and post-review technical assistance. All record review subcontracts will be approved by Miami-Dade County prior to implementation. Under this budget, the Ryan White Part A Program is being charged 100% of this expense during the 12-month budget period. Fringe benefits will not be covered for contracted personnel.

Contractual: Surveys and Studies ($29,600):
This line item will cover contracted personnel necessary to conduct various quality management and service quality research activities, including focus groups, interview studies, the annual Client Satisfaction surveys (costs split among MAI, Staff Support and Quality Management) and self-administered surveys, to identify service delivery shortfalls. PLWHAs themselves may be retained as interviewers, if appropriate; other individuals will be compensated on a per-hour rate determined by qualifications and the nature of the activity (e.g., data collection or data entry). Other costs included in this line item will be incentive food vouchers for PLWHA survey respondents and expenses related to focus groups (including incentive vouchers to participants, refreshments and facility rental costs). In instances where focus groups are conducted at the BSR facility or BSR research employees are used for recruitment or management, costs will be recaptured on a reimbursement basis only. The number of hours and/or pay will be specified in the individual subcontracts. All subcontracts will be approved by Miami-Dade County prior to implementation. Under this budget, the Ryan White Part A Program will cover 86% of this expense during the 12-month budget period.

Staff Expenses (out-of-town travel) ($1,000):
This line item covers 38% of the travel expense for Quality Management staff to attend in-state and any HRSA-sponsored out-of-state meetings and conferences related to Ryan White Part A Program Quality Management activities, not to exceed $1,000.

Printing/Copying ($600):
This line item covers the cost of outside printing to make copies of materials for Part A-funded quality management activities, as well as copying materials for mailings and other distributions to service providers, stakeholders, and the Partnership, as appropriate. Under this budget, Ryan White Quality Management Program costs will account for 12% of BSR/Ask Miami's total extramural printing budget for the 12-month program year.

Postage ($134):
Mailings will be required to inform providers, stakeholders, and the Partnership of various quality management activities when electronic mail is not appropriate. This line item also includes services such as overnight mail and courier, as needed. Under this budget, the Ryan White Part A Program is being charged 5% of this expense during the 12-month budget period.

Staff Parking and Other Administrative Expenses ($6,500):
This line item covers the cost of three nonreserved parking spaces located at 2121 Ponce de Leon Blvd., for use by the Quality Management direct service staff, plus allocated parking costs for Dr. Ladner, Ms. Hayden and Ms. Shaw, plus hourly parking for record reviewers, data entry personnel and persons attending PIAT and other Quality Management meetings at BSR. Hourly parking is charged in four-hour blocks at $3.50 per block of time. This line item also includes a portion of other administrative expenses (e.g., corporate liability insurance, property and casualty insurance, Coral Gables and Miami-Dade County licenses and fees, etc.). Under this budget, the Ryan White Part A Program is being charged 13% of BSR's general administrative/parking costs during the 12-month period of the contract.

Rent - Offices ($43,927):
This cost includes 1,425 square feet of dedicated Ryan White Part A Program office space located at 2121 Ponce de Leon Blvd., 4th Floor, and shared space in Suite 250 and Suite 230, to be shared by Part A Staff Support and Training/Quality Management Program activities along with other BSR and Ask Miami functions. The allocation of rental costs reflects the more intense use of Suite 230 by Staff Support personnel for meetings of Partnership standing committees, community input meetings, etc., and of Suite 250 by Quality Management, for training sessions, and the use of space by research analysts, interviewers, survey researchers, data entry personnel and administration. This line item also includes a necessary secure storage space for Ryan White archives. Under this budget, a total of $49,750 has been allocated to Quality Management office rents, of which $43,927 will be charged as direct costs and $5,823 as indirect costs. Under this budget, the Ryan White Part A Program is being charged approximately 21% of the agency's total rent expense during the 12-month budget period, 18.2% as a direct cost and 2.4% as an indirect cost.

INDIRECT COSTS ($41,900):

Personnel: Salaries and Fringe Benefits ($36,077)

Project Director ($14,908):
This line item represents 10% of the salary of Dr. Robert Ladner, president of Behavioral Science Research Corporation, who will dedicate a total of 40% of his time to Quality Management for the Miami-Dade Ryan White Part A Program activities during the 12-month budget period. In total, Part A-funds will be used to support 84% of Dr. Ladner's salary and fringe benefits, split between the Quality Management budget [direct (30%) and indirect (10%)], Minority AIDS Initiative (MAI) Quality Management budget [direct (4%), prorated], and the Staff Support budget [direct (30%) and indirect (10%)].

Bookkeeper/Office Manager ($12,720):
This line item represents 25% of Deborah Shaw's 12-month salary. In total, the Ryan White Part A Program will cover 50% of Ms. Shaw's salary, divided between the Quality Management budget [indirect costs (25%)] and the Staff Support budget [direct costs (25%)]. Ms. Shaw will handle all bookkeeping associated with staff and consultant payments and reimbursements under this budget.

Fringe Benefits ($8,449)
Fringe benefits are calculated at 37% and 24% of these positions' salaries, respectively, and include health insurance, dental insurance, Social Security, Medicare, Worker's Compensation, federal and State unemployment insurance, disability insurance, auto reimbursement, and employer's nonelective contributions to the 401(k).

Rent - Offices ($5,823):
This cost reflects rental of 1,425 square feet of dedicated Ryan White Part A Program office space located at 2121 Ponce de Leon Blvd., 4th Floor and 5,000 square feet of shared administrative, focus group, meeting room, data entry and research management space in Suites 250 and 230, shared by Part A Staff Support and Training/Quality Management staff activities along with BSR and BSR/Ask Miami functions. This line item also includes a necessary secure storage space for Ryan White Part A Program archives. Under this budget, the Ryan White Part A Program is being charged approximately 2.4% of the agency's total rent expense as an indirect cost during the 12-month budget period.

TOTAL AWARD: $419,000

BEHAVIORAL SCIENCE RESEARCH CORPORATION
Quality Management Services for the Ryan White Part A Program, Including a Training Program for Direct Service Personnel
Payment Schedule
MARCH 1, 2010 – FEBRUARY 28, 2011

MONTH	AMOUNT
March 2010	$34,916
April 2010	$34,916
May 2010	$34,916
June 2010	$34,916
July 2010	$34,916
August 2010	$34,916
September 2010	$34,916
October 2010	$34,916
November 2010	$34,916
December 2010	$34,916
January 2011	$34,916
February 2011	$34,924
TOTAL AWARD	**$419,000**

190

EXHIBIT C

- County Affidavits (*Attachment A*),
- State Public Entity Crimes Statement (*Attachment B*),
- Subcontractor/Supplier Disclosure (*Attachment C*, included if applicable),
- Signature Authority Form (*Attachment D*), and
- Collusion Affidavit (*Attachment E*)

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management
Vendor Assistance Unit
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

Complete the Vendor Affidavits Form to update affidavits previously submitted with the Vendor Registration Package. It is the vendor's responsibility, to keep all affidavit information current, complete and accurate, by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

ATTACHMENT A

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your ***"County Vendor Number".***

Please enter your Federal Employee Identification Number (FEIN) ***or*** *your Social Security Number (SSN).*

☒ **F.E.I.N.** 59-1593190

☐ **S.S.N.** _____

BEHAVIORAL SCIENCE RESEARCH CORP.
Name of Entity, Individual (s), Partners, or Corporation

ASK MIAMI
Doing Business As (If same as above, leave blank)

2121 PONCE DE LEON #250 CORAL GABLES FL 33134
Street Address (Post Office addresses are not acceptable)

. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

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

a. Firms registered to do business with Miami-Dade County must fully disclose their legal name, physical address and ownership. Publicly traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered.

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). *(Duplicate page if needed for additional names).*

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

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP
ROBERT ARTHUR LADNER	PRESIDENT	929 MAJORCA AVE CORAL GABLES FL 33134	100%

b. Provide the full legal names and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County (Post Office addresses are not acceptable). ***If "None", please indicate in space below:***

NONE

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

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

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

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No X
2. Does your firm provide paid health care benefits for its employees? Yes X No _____

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White		Black		Hispanic		Other	
Males	2	Males	0	Males	0	Males	
Females	8	Females	0	Females	7	Females	

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RAL

MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RAL

MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

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

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

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

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

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance RAL

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RAC

MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

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

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

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

I further affirm that this firm complies with Section 2-8.1, which requires that no individual or entity that is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RAC

MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance RAC

MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

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

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RAC

MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RAC

0. ***MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT***
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RAL

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in the Miami-Dade County Vendor Affidavits 1 – 10, pages 5 through 8 of this Vendor Registration Package.

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

Robert Ladner — (Signature of Affiant)

5/27/10 — (Date)

ROBERT A. LADNER, PRESIDENT
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: FLORIDA (*State*) MIAMI - DADE (*County of*)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 27 *day of* May 20 10.

by ROBERT LADNER *He or she is personally known to me* ☑ *Or has produced identification* ☐

SOLANGEL VERDE
MY COMMISSION # DD 993104
EXPIRES: May 18, 2014
Bonded Thru Notary Public Underwriters

Type of Identification Produced N/A

Signature of Notary Public — *(Serial Number)*

SOLANGEL VERDE
Print or Stamp of Notary Public — *Expiration Date* — *Notary Public Seal*

ATTACHMENT B

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

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

1. This sworn statement is submitted to Miami-Dade County

   by ROBERT A. LADNER
   (print name of entity submitting sworn statement)

   for BEHAVIORAL SCIENCE RESEARCH CORP, DBA ASK MIAMI
   (print name of entity submitting sworn statement)

   whose business address is 2121 PONCE DE LEON BLVD #250 CORAL GABLES FL 33134

   and if applicable its Federal Employer Identification Number (FEIN) is 59-1593190. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133 (1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

   X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND AND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this 27 day of May, 2010.

Personally known ✓ _____

OR Produced Identification _____ Notary Public-State of FLORIDA

N/A
(Type of Identification)

My commission expires _____

_____
(Printed, typed or stamped commissioned name of notary public)

SOLANGEL VERDE
MY COMMISSION # DD 993104
EXPIRES: May 18, 2014
Bonded Thru Notary Public Underwriters

ATTACHMENT C

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)

Provider's Name: BEHAVIORAL SCIENCE RESEARCH CORP.

1. REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider submits this list of first tier subcontractors or sub consultants who will perform any part of the Scope of Services Work, if this Agreement is for $100,000 or more.

Provider must fill out this information. If Providers will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

Name of Subcontractor or Sub-consultant	City and State
JANE PETRICK, PH.D.,	CORAL GABLES, FL
VINCENT OMACHONU, Ph.D.,	CORAL GABLES, FL

ATTACHMENT C continued

Provider's Name: BEHAVIORAL SCIENCE RESEARCH CORP.

2. REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider submits this list of suppliers who will supply materials for the Scope of Services to the Provider, if this Agreement is for $100,000 or more.

Proposer must fill out this information. If Provider will not use suppliers, Provider must state "No suppliers will be used"; do not state "N/A".

Name of Supplier	City and State
NONE WILL BE USED	

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative:

Robin Lahne

Title: PRESIDENT

Date: 5/27/10

Firm Name: BEHAVIORAL SCIENCE RESEARCH CORPORATION

Fed. ID No. 59-1593190

Address: 2121 PONCE DE LEON

City/State Zip: CORAL GABLES FL 33134

Telephone: (305) 443-2000

Fax: (305) 448-6825

BEHAVIORAL SCIENCE RESEARCH CORPORATION

~~(USE SERVICE PROVIDER'S LETTERHEAD)~~

ATTACHMENT D

AUTHORIZED SIGNATURE FORM

DATE: 5/27/10

This form certifies the names, titles and signatures of individuals authorized by the Provider to sign contracts, checks, budget revisions, payment requests, and other requests that may be requested by the Office of Grants Coordination (OGC) for disbursement of funds. Attached hereto and incorporated herein is a certified copy of a duly authorized and executed resolution passed by the Provider's Board that provides for this authorization. These signature authorizations are retained by the Office of Grants Coordination for auditing purposes. Should the Provider desire to change the information on this document, a certified and authorized and executed Resolution describing the desired changes should be submitted to the OGC.

	NAME (please type)	TITLE (please type)	SIGNATURE
I.	Prime Contracts and Subcontracts		
	ROBERT A. LADNER	PRESIDENT	
II.	Checks (List amount limits)		
	ROBERT A. LADNER	PRESIDENT	
II.	Budget Revision Requests		
	ROBERT A. LADNER	PRESIDENT	
V.	Payment Requests		
	ROBERT A. LADNER	PRESIDENT	

ATTACHMENT E

BID NO.:
BID TITLE:

COLLUSION AFFIDAVIT

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

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

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

I state that the bidder of this contract:

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

OR

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

_____ _____

_____ _____

_____ _____

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

By: Robert A. Ladner — Signature of Affiant

May 27 2010 — Date

ROBERT A. LADNER, PRESIDENT — Printed Name of Affiant and Title

59-1159311901 — Federal Employer Identification Number

BEHAVIORAL SCIENCE RESEARCH CORP. — Printed Name of Firm

2121 PONCE DE LEON BLVD., #250, CORAL GABLES, FL 33134 — Address of Firm

ATTACHMENT E

BID NO.:
BID TITLE:

SUBSCRIBED AND SWORN TO (or affirmed) before me this 27 day of MAY, 2010

He/She is personally known to me or has presented N/A as identification.

Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of FLORIDA

Notary Seal

SOLANGEL VERDE
MY COMMISSION # DD 9931044
EXPIRES: May 18, 2014
Bonded Thru Notary Public Underwriters

ATTACHMENT B

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this 25 day of June, 2010 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and Behavioral Science Research Corporation located in Coral Gables, Florida, hereinafter referred to as the "SERVICE PROVIDER," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SERVICE PROVIDER shall provide contracted quality management services for the Ryan White Minority AIDS Initiative (MAI) Program.

WITNESSETH

WHEREAS, the COUNTY has received federal funds from the MAI grant under the Ryan White HIV/AIDS Treatment Extension Act of 2009 for providing life-saving care for those persons living with HIV or AIDS; and

WHEREAS, the COUNTY as grantee for the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), is authorized to purchase said services for contracted quality management services for the Ryan White MAI Program; and

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

WHEREAS, on March 24, 2006, the County issued Request for Proposal No. 0706; and

WHEREAS, on May 9, 2006, the County Manager formally approved the award of this Contract to SERVICE PROVIDER; and

WHEREAS, the SERVICE PROVIDER is desirous of and willing to participate with the COUNTY and with other organizations in accomplishing the goals, purposes and objectives of the Miami-Dade HIV/AIDS Partnership,

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

Article I
Definitions

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

a) "Approved Payment Plan" shall mean a written agreement between the County and the SERVICE PROVIDER setting forth a repayment schedule that, by the end of the term of the approved payment plan, satisfies all of the SERVICE PROVIDER's arrearage to the COUNTY. Such a plan may include principal and interest payments, abatements, discounts, or any other financial terms and conditions available to the parties under the appropriate contracting authority.

b) "Arrears or Arrearage" shall mean any delinquent amounts owed by the SERVICE PROVIDER under any contract, final non-appealable judgment or lien with the COUNTY.

c) "Client", under the MAI Program, shall mean a person who self-identifies with a minority group and meets the HIV status, income, and Miami-Dade County residency program eligibility requirements. All references to clients in this Agreement mean minority clients unless otherwise stated.

d) "Client Identification System (CIS) number" shall means a unique identifier assigned by the Service Delivery Information System to each recipient of Ryan White Program services in Miami-Dade County in order to track the client's participation in the Ryan White Program system of care. For purposes of the MAI Program, all references to clients served must be eligible minority clients.

e) "Contract" or "Contract Documents" or "Agreement" shall mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), Service Provider's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.

f) "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

g) "County" shall mean Miami-Dade County, its agents, employees and instrumentalities, including but not limited to the Office of Grants Coordination (OGC).

h) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.

i) "Deliverables" shall mean all work performed under this Agreement, including documentation and any items of any nature submitted by the SERVICE PROVIDER to the County's Program Director (i.e., Assistant Director of the Office of Grants Coordination) for review and approval pursuant to the terms of this Agreement.

j) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Ryan White Program Director (i.e., Assistant Director of the Office of Grants Coordination); and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like

import shall mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Ryan White Program Director.

k) "Document" or "Documents" shall mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate document.

l) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds $25,000 and has been delinquent for greater than 180 days.

m) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.

n) "Minority" shall mean a person that defines themselves as coming from one of the following racial/ethnic groups: Black/African American (including but not limited to Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, or more than one race.

o) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.

p) "Program Director" shall mean Assistant Director of Miami-Dade County's Office of Grants Coordination - Ryan White Program, or the duly authorized representative designated to manage or assist in management of this Agreement.

q) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SERVICE PROVIDER.

r) "Service Delivery Information System (SDIS)" shall mean the electronic system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program system of care.

s) "Service Provider" shall mean the agency or organization contracted with the COUNTY to provide all services and tasks described or referenced in this Agreement.

t) "Service Provider's Budget" shall mean the documents attached hereto as Exhibit B, which details the allowable direct and indirect/administrative costs that will be funded by the Ryan White MAI Program under this Agreement.

u) "Sub-contractor" shall mean any person, entity, firm or corporation, other than the employees of the SERVICE PROVIDER, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SERVICE PROVIDER and whether or not in privity of Agreement with the SERVICE PROVIDER.

v) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1 of this Agreement.

w) "The United States Department of Health and Human Services" shall mean the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).

x) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SERVICE PROVIDER in accordance with the provisions of this Agreement.

Article II
Responsibilities of the Service Provider

2.1 The SERVICE PROVIDER, by and through its agents, assigned representatives and sub-contractors agrees:

A. To provide the planned or proposed services described in the SERVICE PROVIDER'S Scope of Service (Exhibit A) and the SERVICE PROVIDER'S Budget (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SERVICE PROVIDER's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget, narrative budget justification and price form(s) or, where applicable~~,~~ a price list. The COUNTY reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established Ryan White Program requirements and limitations.

B. To adhere to the work schedule listed in the attached Scope of Services (Exhibit A), unless modified by written agreement with the COUNTY.

C. To provide such support and planning and policy advice as is requested by the Miami-Dade HIV/AIDS Partnership, the Partnership Chair, the Partnership Chair-Elect, the County Mayor or Mayor's designee, the Performance Improvement Advisory Team (PIAT), or the Office of Grants Coordination (grantee) as related to quality management activities.

D. To submit to the COUNTY, within thirty (30) days of contract execution, a Certificate of Status dated within the calendar year of the contract in the name of the SERVICE PROVIDER which certifies the following: that the SERVICE PROVIDER is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SERVICE PROVIDER'S most recent annual report has been filed, that the status of the SERVICE PROVIDER is active, and that the SERVICE PROVIDER has not filed Articles of Dissolution or a Certificate of Withdrawal.

E. To require all licensed professionals, including those of any sub-contractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses. In addition, the SERVICE PROVIDER must maintain "active" vendor status with Miami-Dade County's Local Business Tax Receipt (formerly Occupational License). Ignorance on the part of the SERVICE PROVIDER shall in no way relieve it from any of its responsibilities in this regard. The SERVICE PROVIDER shall submit to the COUNTY, within thirty (30) days of contract execution, copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) days from the date said incident occurs. The SERVICE PROVIDER'S failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.

F. To make available the personnel identified by the SERVICE PROVIDER in its response to the COUNTY'S corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within ten (10) business days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or sub-contractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement. All personnel shall be considered to be, at all times, the sole employees of the SERVICE PROVIDER under its sole direction, and not employees or agents of the COUNTY.

G. To provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and if applicable, licensed, replacement when necessary.

H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.

I. To keep records of services provided and staff time involved; and to prepare and provide, in a timely manner, any and all reports that may be requested by the COUNTY, on an "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable County, State of Florida, and Federal requirements and to verify billings to the COUNTY.

J. To make available all books, records and electronic files, including but not limited to scanned documents, as they relate to this Agreement for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion. Access to program records must be given to the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than seventy-two (72) hours after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the SERVICE PROVIDER for at least five (5) years following the expiration of the Agreement, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period.

K. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the COUNTY, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.

L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SERVICE PROVIDER or any firm, corporation, partnership or joint venture in which the SERVICE PROVIDER has a controlling financial interest in order to secure repayment of any loan made to the SERVICE PROVIDER by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5, and Article VIII, Sections 8.1 through 8.3 was not reimbursable.

M. Not to enter into sub-contracts, employee leasing contracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the COUNTY.

If this Agreement involves the expenditure of $100,000 or more by the COUNTY and the SERVICE PROVIDER intends to use sub-contractors to provide the services listed in the Scope of Services (Exhibit A) or suppliers to supply the materials, the SERVICE PROVIDER shall provide the names of the subcontractors and suppliers on the form, in Exhibit C, titled "Attachment C, Provider's Disclosure of Subcontractors and Suppliers." SERVICE PROVIDER agrees that it will not change or substitute sub-contractors or suppliers from those listed in Attachment C without prior written approval of the COUNTY. If this Agreement is for $100,000 or more and the SERVICE PROVIDER will not utilize sub-contractors, then the SERVICE PROVIDER must also submit

Attachment C and state where appropriate that "no sub-contractors will be used." Additionally, the COUNTY reserves the right to request from the SERVICE PROVIDER a line item budget and budget justification for each sub-contractor under this Agreement in the same format as Exhibit B attached herewith.

Before entering into any sub-contract hereunder, the SERVICE PROVIDER will inform the sub-contractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub-contractor will strictly comply with all requirements of this Agreement and a copy of the Agreement must be included as an Exhibit in the sub-contractor's agreement with the Provider.

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

N. Not to discriminate on the basis of race, sex, religion, color, age, marital status, national origin, disability/handicap or sexual orientation in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal and Miami-Dade County laws, regulations, and orders relating to non-discrimination.

O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

P. To comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. §1368) Executive Order 11738, and the Environmental Protection Agency regulations (40 C.F.R. part 15) (applies to contract awards in excess of $100,000.00)].

Q. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. To comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (applies to contract awards in excess of $100,000.00). The SERVICE PROVIDER shall certify to the COUNTY it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The SERVICE PROVIDER shall

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement) and the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement).

T. To comply with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SERVICE PROVIDER.

U. To comply with all the requirements of the Americans with Disabilities Act (ADA), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable federal, state and local laws, regulations, and Executive Orders. In this regard, the SERVICE PROVIDER shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SERVICE PROVIDER shall provide program accessibility and effective communication for service recipients and employees. The SERVICE PROVIDER shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, Disability Rights Section – NYAV, Washington, D.C. 20530, within 180 days of the date of discrimination. A copy of such complaint must also be filed with Theresa Fiaño, Assistant Director, Miami-Dade County Office of Grants Coordination, Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit must be completed and on file with the COUNTY within thirty (30) days of contract execution. The SERVICE PROVIDER must be in full compliance with the laws referenced within the affidavit. The SERVICE PROVIDER'S failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XVII of this Agreement.

V. To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in Article II, Section 2.1 (X) of this Agreement. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the SERVICE PROVIDER'S premises, unless otherwise authorized by law or upon written consent from the COUNTY;

(3) Access to confidential information is restricted to authorized personnel of the SERVICE PROVIDER, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records or information. Original documents must remain on file at the originating provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Program Service Delivery Information System (SDIS) are established; and

(9) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

W. To submit any written policies and procedures, reports or forms, to be used by Part A or MAI-funded providers, to the COUNTY for its written approval prior to the distribution of these documents.

X. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where State laws do not prevail, SERVICE PROVIDER further agrees to comply with the requirements set forth in the Health Insurance Portability and Accounting Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

(1) Use of information only for performing services required under this Agreement or as required by law;

(2) Use of appropriate safeguards to prevent non-permitted disclosures;

(3) Reporting to the COUNTY of any non-permitted use or disclosure;

(4) Assurances that any agents and sub-contractors agree to the same restrictions and conditions that apply to the SERVICE PROVIDER and reasonable assurances that IIHI/PHI will be held confidential;

(5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;

(6) Making PHI available to the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for an accounting of disclosures; and

(7) Making internal practices, books and records related to PHI available to the COUNTY or its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.

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

Y. To participate in the Ryan White Program Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as further detailed in Article IV, Section 4.3, with the ultimate goals of improving the health status of HIV+ clients, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining quality in service delivery. Through internal performance improvement and quality management activities, the SERVICE PROVIDER shall be expected to identify problems in service delivery and business operations that may impact the health status of HIV+ clients served under this Agreement.

Z. To conduct quality management audit processes that include record reviews, as a part of the COUNTY'S Performance Improvement Plan for Ryan White Program-funded services. All audits shall be conducted onsite. The SERVICE PROVIDER is also required to conduct additional quality management activities such as technical assistance or training to address any deficiencies identified during the review or audit process. The SERVICE PROVIDER will also collaborate with the COUNTY and the Miami-Dade HIV/AIDS Partnership in the development of outcome measures for applicable service categories.

AA. To participate in or conduct on-going technical assistance meetings, provider forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.

BB. To notify the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of Service(s) (Exhibit A). Written notification must include the nature of the changes, actions taken by the SERVICE PROVIDER toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an impact on service delivery or client access to services funded under this Agreement.

CC. To ensure that the SERVICE PROVIDER'S Board of Directors is apprised of the programmatic, fiscal, administrative, and agreement obligations of the Ryan White Program, the Board of Directors must pass a formal resolution authorizing execution of the Ryan White Program Professional Services Agreement for MAI-funded services with the COUNTY. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SERVICE PROVIDER, and reference the service categories and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution.

DD. Awards under this Agreement are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104); which includes provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient. Additional information can be found at the following HRSA website: http://www.hrsa.gov/grants/trafficking.htm.

EE. **Disaster Plan/Continuity of Operations Plan (COOP).** The SERVICE PROVIDER shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or County requirement applicable to the SERVICE PROVIDER. The Disaster Plan/COOP must be submitted to the OGC within sixty (60) days of contract execution and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site. The COOP and its updates are also subject to review by the COUNTY during monitoring site visits.

FF. The SERVICE PROVIDER agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968,

as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the SERVICE PROVIDER must submit an affidavit attesting that it is not in violation of the Acts. If the SERVICE PROVIDER or any owner, subsidiary, or other firm affiliated with or related to the SERVICE PROVIDER is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the SERVICE PROVIDER.

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

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

Article III
Authority of the County's Assistant Director (of the Office of Grants Coordination)

3.1 The SERVICE PROVIDER hereby acknowledges that the County's Assistant Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.

3.2 The SERVICE PROVIDER shall be bound by all determinations or orders and shall promptly obey and follow every order of the Assistant Director or designated representative, including the withdrawal or modification of any previous order and regardless of whether the SERVICE PROVIDER agrees with the Assistant Director's determination or order. Where orders are given orally, they will be issued in writing by the Assistant Director, or designated representative, as soon thereafter as is practicable.

3.3 The SERVICE PROVIDER must, in the final instance, seek to resolve every difference concerning the Agreement with the Assistant Director. In the event that the SERVICE PROVIDER and the Assistant Director are unable to resolve their difference, the SERVICE PROVIDER may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

3.4 In the event of such dispute, the parties to this Agreement authorize the County Mayor or the Mayor's designee, who may not be the Assistant Director or anyone associated with this Program, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor or the Mayor's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor or the Mayor's designee within ten (10) days of the occurrence, event or act out of which the dispute arises.

3.5 The County Mayor or the Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SERVICE PROVIDER'S performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or the Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SERVICE PROVIDER to the County Mayor or the Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or the Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or the Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SERVICE PROVIDER. Except as such remedies may be limited or waived elsewhere in the Agreement, SERVICE PROVIDER reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV
Responsibilities of the County

The COUNTY agrees:

4.1 To monitor the operations of the SERVICE PROVIDER to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SERVICE PROVIDER and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.

4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the most recent Public Health Service (PHS) guidelines and the Health Resources and Services Administration's "HIV/AIDS Bureau (HAB) HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Groups 1, 2, and 3," as well as the HAB Performance Measures for Medical Case Management and Oral Health Care, where applicable, for the treatment of HIV disease and related opportunistic infections, and to

develop strategies for ensuring that such services are consistent with the PHS guidelines for improvement in the access to and quality of health services.

4.3 To develop and implement the Ryan White Program Performance Improvement Plan (PIP) and Quality Management Program to ensure that HIV+ clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Grants Coordination, the Miami-Dade HIV/AIDS Partnership, service providers, Behavioral Science Research Corporation, Automated Case Management Systems, Inc., and the Performance Improvement Advisory Team (PIAT)], to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with County, State, and Federal mandates.

4.4 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said confidentiality, IIHI or PHI as required by HIPAA.

Article V
Joint Responsibilities

5.1 Both Parties agree that the confidentiality of the clients served by the Ryan White Program under this Agreement shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring and evaluation provided; however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.

Article VI
Requirements Related to Use of Ryan White Program Funds

6.1 The SERVICE PROVIDER agrees to comply with applicable provisions of Federal, State and County laws, regulations and rules such as OMB Circulars A-122 and 48 CFR, Subpart 31, as may be amended.

6.2 The SERVICE PROVIDER agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended.

6.3 The SERVICE PROVIDER agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV-related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to persons living with HIV or AIDS.

6.4 Funds shall not be used to:

A. Purchase or improve land, or to purchase, construct or make permanent improvement to any building.

B. Make direct payment to recipients of services, except in the form of food or vouchers that can be distributed upon client participation in surveys, focus groups, or other needs assessment processes.

6.5 The SERVICE PROVIDER shall:

A. Participate in continuous quality improvement activities, in the coordination of service delivery and medical case management efforts among Ryan White Program-funded service providers, including service provider forums, workshops, and other related activities;

B. Participate in activities related to the development of a community-based continuum of care encompassing the comprehensive range of services required by individuals living with HIV infection or their families, where applicable, in order to meet the HIV+ client's health care and social service needs throughout the course of their illness;

C. Commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among Ryan White Program service providers;

D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients or other care providers. These procedures shall be made available to clients or other care providers prior to access to the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SERVICE PROVIDER'S internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SERVICE PROVIDER to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SERVICE PROVIDER; and, a timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SERVICE PROVIDER site; and

E. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training.

Article VII
Reporting, Record-keeping and Evaluation Studies

7.1 The SERVICE PROVIDER shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SERVICE PROVIDER shall maintain, and shall require that its sub-contractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Services (Exhibit A). The SERVICE PROVIDER and its sub-contractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period.

A. At a minimum, the following records shall be kept:

(1) Documentation of staff time spent on the services required herein;

(2) Records of requests from the Miami-Dade HIV/AIDS Partnership or the COUNTY for special analyses or reports, and the responses made to such requests; and

(3) A cost allocation plan along with supporting documentation for any shared costs included in the SERVICE PROVIDER'S approved contract budget(s) for the provision of Ryan White Program-funded services.

B. The SERVICE PROVIDER shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided, in a format determined by the COUNTY, regarding the provision and utilization of funded services in accordance with the provisions of 45 CFR Part 92, Subpart C, and the Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended. These monthly reports shall include but not be limited to: needs assessment data, analyses, meeting minutes, reports, and strategic planning documents.

C. The SERVICE PROVIDER, on an annual basis, shall provide to the COUNTY appropriate sections of the Ryan White Client-level Services Data Report (RSR), a quantitative interim and annual report based on calendar year client-level service utilization data, as may be required of support agencies that receive Ryan White Program funding, but do not provide direct client services. This report shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate and as defined in the FY 2010 Ryan White Program Service Delivery Guidelines, incorporated herein by reference. The RSR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 funding.

D. As may also be required by HRSA, the SERVICE PROVIDER shall also provide to the COUNTY appropriate sections of the Ryan White Program Data Report (RDR), a quantitative report based on calendar year service utilization data, as may be required of support agencies that receive Ryan White Program funding, but do not provide direct client services. This report shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate and as defined in the FY 2010 Ryan White Program Service Delivery Guidelines, incorporated herein by reference. The RDR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 funding.

E. The SERVICE PROVIDER shall submit to the COUNTY a final line item budget, separate for each funded service category, itemizing all Ryan White MAI Program funding and other shared costs received and actual expenditures incurred during the contract period associated with this Agreement. The final line item budget must be based on the actual amount of MAI funds reimbursed by the County's Ryan White Program and must reflect all changes made to the SERVICE PROVIDER'S MAI award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the

corresponding Fiscal Year. The final line item budget must be submitted no later than sixty (60) calendar days following the end of the contract period, or at any time specified by the COUNTY. This final line item budget must be consistent with the applicable OMB Circulars (A-122 and 48 CFR, Subpart 31).

F. The SERVICE PROVIDER shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of $1,000.00 or more per item and with a normal life of one or more years, not including equipment directly related to the Ryan White Program Service Delivery Information System (SDIS). All nonexpendable property purchased with Federal Ryan White MAI funds from this and previous Agreements with the COUNTY shall be inventoried annually by the SERVICE PROVIDER. An inventory report shall be submitted to the COUNTY, on a format to be provided by the COUNTY.

1. The SERVICE PROVIDER'S nonexpendable property records shall include:

   (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;

   (b) Location of nonexpendable property;

   (c) Model number and manufacturer's serial number;

   (d) Date of acquisition;

   (e) Property cost;

   (f) Property inventory number;

   (g) Information on its condition; and

   (h) Information on its transfer, replacement or disposition, if applicable.

2. Title (ownership) to all nonexpendable personal property as identified above in Section 7.1 F (1) that was purchased with Federal Ryan White MAI funds under this Agreement or prior year Agreements shall vest in the COUNTY.

3. The SERVICE PROVIDER must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal Ryan White MAI funds under this Agreement or prior year Agreements. The SERVICE PROVIDER shall transfer or dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.

4. All equipment and products purchased with Ryan White Program grant funds under this Agreement or prior year Agreements should be American-made, to the greatest extent practicable.

G. The SERVICE PROVIDER shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the COUNTY'S request.

7.2 The SERVICE PROVIDER agrees to participate in evaluation studies, quality management activities, Performance Improvement Plan activities, and needs assessment activities sponsored by the U.S. Health Resources and Services Administration (HRSA) or analyses carried out by or on behalf of the COUNTY or the Miami-Dade HIV/AIDS Partnership to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SERVICE PROVIDER shall:

A. Permit right of access of authorized staff involved in such efforts to SERVICE PROVIDER'S premises and records;

B. Participate in ongoing meetings and service provider forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support service providers; and

C. Conduct record review processes and exit interviews, and assist providers in addressing recommended improvements or corrective actions.

7.3 The SERVICE PROVIDER agrees to participate in the Ryan White Program Service Delivery Information System (SDIS). This participation shall, at a minimum, assure:

A. The right of access of authorized COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the SDIS, on behalf of the COUNTY, to the SERVICE PROVIDER'S premises, equipment, electronic files, client charts, and where appropriate, medical records;

B. Compliance with all policies and procedures related to the full use of the SDIS as required by the COUNTY;

C. The submission of a written request to the COUNTY (via U.S. mail, facsimile, or electronic mail) for any additional staff, equipment, or telecommunication lines needed to access the SDIS. Requests for additional staff to gain access to the SDIS must be submitted to the COUNTY, on a form provided by the COUNTY, within fifteen (15) days of the date of hire. Requests for additions to the SDIS that exceed three (3) months from the first date the staff person provided services to the Ryan White Program may be denied. The written request for equipment shall, at a minimum, include a justification for the request, the type and number of equipment items or telecommunication lines needed, and the number and names of the staff members that will need access to the SDIS, as well as a description of their responsibilities and their start date under this Agreement; and

D. Participation of appropriate SERVICE PROVIDER staff persons in on-going SDIS technical assistance and training workshops, and user support groups.

7.4 The SERVICE PROVIDER understands that changes in data reporting, frequency of required submissions, and data management requirements, including a standard data set, needs assessment and format, may be necessary, and agrees to comply with such modifications. Additionally, the SERVICE PROVIDER understands that within this contract period, HRSA requires the implementation of a national Client Level Database (CLD) that may increase reporting requirements. The COUNTY agrees to notify all SERVICE PROVIDERS at the earliest opportunity of any additional requirements related to the CLD.

7.5 The SERVICE PROVIDER shall:

A. Maintain appropriate systems, in addition to the Ryan White Program Service Delivery Information System (SDIS), to ensure compliance with all record-keeping and reporting requirements;

B. Keep accounting records which conform with generally accepted accounting principles which shall include but not be limited to a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient (client) escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the COUNTY. All such records shall be retained by the SERVICE PROVIDER for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY'S record retention schedule require a lengthier retention period;

C. Furnish to the COUNTY copies of the annual certified public accountant's audit report and all related financial statements made in accordance with applicable OMB Circulars (A-21, A-87, A-122, A-128, and A-133) and 48 CFR, Subpart 31, contract cost principles and procedures, and the related financial statements. The audit(s) performed shall be on each of the organization's fiscal year(s) during which Ryan White Program Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent auditors. Non-Federal entities that expend less than $500,000 per fiscal year in awards from all Federal sources with fiscal years ending after December 31, 2003, are exempt from the OMB Circular A-133 audit requirements awards for that year, but such entities are still required to submit a certified report of audited financial statements. A copy of the complete audit report must be received by the COUNTY no later than six (6) months following the end of the SERVICE PROVIDER'S fiscal year, unless the COUNTY agrees to an extension in writing; and

D. Include record-keeping and reporting requirements in all COUNTY approved sub-contracts that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of Service(s) (Exhibit A) and meet all requirements set forth in Article II, Section 2.1 (M) of this Agreement.

Article VIII
Amount Payable

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

Service Category	Amount
Quality Management Services for the Ryan White MAI Program:	$70,700

8.2 It is clearly understood that all services requested are on an "as needed basis" and that the service estimate or maximum amount payable referred to in this Agreement in no way constitutes a guarantee of the level of effort that may be requested from the SERVICE PROVIDER or a guarantee of a specific amount payable.

8.3 The SERVICE PROVIDER'S budget(s) will be reduced accordingly, if the Office of Grants Coordination as designated by the County Mayor or the Mayor's designee to administer the grant finds that:

A. The SERVICE PROVIDER fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or

B. There were any significant deviations from the approved Scope of Service(s) (Exhibit A) indicating that the SERVICE PROVIDER is not spending at a rate that would absorb its full allocation, for any category of service, within the contract period.

8.4 In the event the COUNTY determines that a reduction in the SERVICE PROVIDER'S budget(s) is necessary, the COUNTY shall notify the SERVICE PROVIDER in writing within thirty (30) days of said reduction.

Article IX
Project Budget and Method of Payment

9.1 The SERVICE PROVIDER agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. Failure to submit monthly reimbursement request(s) and Service Delivery Information System reports in a manner satisfactory to the COUNTY by the twentieth (20th) day of each month following the month in which services were delivered, shall render the SERVICE PROVIDER in non-compliance with this Article, unless the COUNTY has granted the

SERVICE PROVIDER an extension in writing. The COUNTY may require the SERVICE PROVIDER to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. The invoices shall be properly documented and prepared in accordance with the COUNTY'S Ryan White Program reimbursement policies. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.

A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents due from the SERVICE PROVIDER as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SERVICE PROVIDER as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

B. No payments will be made without original certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY'S General Service Administration, Risk Management Division, as specified under Article XI, Section 11.2.

C. The contract close-out invoice along with any outstanding reports shall be submitted no later than forty-five (45) calendar days following the end of the contract period, or on a date specified by the County in writing. If the SERVICE PROVIDER fails to comply, all rights to payment will be forfeited.

9.2 At the option of the COUNTY, reimbursement shall be consistent with the SERVICE PROVIDER'S approved Service Budget documents [line item budget (s) and narrative budget justification(s) (shown as Exhibit B attached herewith), and on the basis of one or more of the following items:

A. Staff Time: to be invoiced by copy of the SERVICE PROVIDER'S time sheets and payroll records;

B. Deliverables: Documentation of work performed under this Agreement as detailed in Exhibit A;

C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; and

D. Overhead rate (administrative charge): shown in approved Service Budget.

9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SERVICE PROVIDER to which the SERVICE PROVIDER was not entitled. Upon written notice to the SERVICE PROVIDER, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SERVICE PROVIDER. Upon withholding or seeking reimbursement from the SERVICE PROVIDER, the COUNTY has the right to retain said funds. Notice shall be provided by the COUNTY to the SERVICE PROVIDER within ten (10) days from the date the COUNTY is informed by the SERVICE PROVIDER or other source, or the COUNTY discovers through its

independent inspection, review, or audit pursuant to Article II, 2.1 (J) of this Agreement that the SERVICE PROVIDER was not entitled to any or all funds claimed under this or any current or prior Agreement between the SERVICE PROVIDER and the COUNTY.

9.4 The SERVICE PROVIDER'S actual expenditures shall not deviate from the approved Service Budget attached herein as Exhibit B without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.

9.5 Budget revision requests must be submitted to the Office of Grants Coordination (OGC) Ryan White Program no later than thirty (30) calendar days prior to the end of the contract period. Budget revision requests submitted to OGC after the deadline for outreach services only will be considered on a case-by-case basis. Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the SERVICE PROVIDER.

9.6 The SERVICE PROVIDER agrees to send all invoices, reports, and budget revision requests to the following address:

Miami-Dade County
Office of Grants Coordination (OGC)
Ryan White Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Assistant Director

9.7 Documents requiring original signatures must be mailed or hand delivered to the address listed directly above in Section 9.6. All other documents or reports may also be sent to OGC via email or facsimile (305-375-4454) if prior arrangements are made by the SERVICE PROVIDER and COUNTY.

9.8 The COUNTY agrees to review invoices and to inform the SERVICE PROVIDER of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the COUNTY'S Ryan White Program reimbursement policies shall be mailed to the SERVICE PROVIDER, or if approved, via electronic transfer (direct deposit) by the COUNTY'S Finance Department.

9.9 The SERVICE PROVIDER agrees to comply with any changes to the reimbursement procedures specified by the COUNTY, including changes to required information and format of monthly reimbursement reports.

Article X
Representations and Warranties

10.1 The SERVICE PROVIDER represents and warrants to the COUNTY as follows:

A. **Organization.** The SERVICE PROVIDER is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own,

hold, and operate its properties and assets. The SERVICE PROVIDER is aware of and is in compliance with all applicable State and Federal laws.

B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SERVICE PROVIDER. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order or decree of the SERVICE PROVIDER or any of its officers.

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

Article XI
Indemnification and Insurance

11.1 **Indemnification by the SERVICE PROVIDER.**

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

B. **Term of Indemnification.** The provisions of Article XI, Section 11.1 shall survive the expiration or termination of this Agreement.

11.2 **Insurance.** Where applicable, the SERVICE PROVIDER shall furnish to Miami-Dade County, c/o Office of Grants Coordination (OGC) – Ryan White Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statute, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SERVICE PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

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

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

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

F. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.

H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.

I. Applicability of Article XI of this Agreement affects SERVICE PROVIDERS whose combined total award for all services funded under this Agreement exceeds a $25,000 threshold. In the event that the SERVICE PROVIDER whose original total combined award is less than $25,000, but receives additional funding during the contract period which makes the total combined award exceed $25,000, then the requirements in Article XI shall apply.

J. **Failure to Provide Certificates of Insurance.** The SERVICE PROVIDER shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the SERVICE PROVIDER shall be responsible for submitting new or renewed insurance certificates to the COUNTY prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the COUNTY may suspend the Agreement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, terminate this Agreement.

Article XII
Conflict of Interest

12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.

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

A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

B. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

C. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

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

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

This section applies to both full-time and part-time employees and voting members of the SERVICE PROVIDER'S Board of Directors.

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

Article XIII
Term of Agreement

13.1 **Effective Term.** The effective term of this Agreement shall be from May 1, 2010 through February 28, 2011.

The COUNTY, for a total of not more than five (5) years from the date of the original new contract, may renew the Agreement in successive one-year increments, provided that all the terms and conditions, including performance measures set forth in the Scope of Services (Exhibit A) and service costs outlined in the approved line item budget(s) (Exhibit B), are met. Additionally, the SERVICE PROVIDER shall submit a revised Exhibit A and Exhibit B to the COUNTY for the subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term. Although the renewal is at the COUNTY's option, the refusal of the SERVICE PROVIDER to agree to said renewal of, does not constitute a breach of this Agreement. However, if the SERVICE PROVIDER does not agree to renew this Agreement, the SERVICE PROVIDER shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal notification and

shall submit to the COUNTY a transition plan for all services included in this Agreement.

Article XIV
Suspension, Debarment and Termination

14.1 **Suspension.**

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

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

A. Ineffective or improper use of any funds provided hereunder by the SERVICE PROVIDER;

B. Failure by the SERVICE PROVIDER to materially comply with any terms, conditions, representations, or warranties contained herein;

C. Failure by the SERVICE PROVIDER to submit any documents required under this Agreement; or

D. The SERVICE PROVIDER'S submittal of incorrect or incomplete documents.

14.2 **Debarment.**

A. Pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension," certain contracts shall not be made to parties listed on the nonprocurement portion of the United States General Services Administration's "Lists of Parties Excluded from federal procurement or Nonprocurement Programs". The SERVICE PROVIDER, with an award in excess of $100,000, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement.

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

14.3 **Termination.**

A. **Termination at Will** - This Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SERVICE PROVIDER will have five (5) days from the day the notice is delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement.

However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.

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

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

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

D. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SERVICE PROVIDER is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not materially complying with any term or provision provided herein, including the following:

1. The SERVICE PROVIDER ineffectively or improperly uses the funds allocated under this Agreement;

2. The SERVICE PROVIDER does not furnish the Certificates of Insurance required by this Agreement or as determined by the COUNTY's Risk Management Division;

3. The SERVICE PROVIDER does not submit or submits incomplete or incorrect required reports;

4. The SERVICE PROVIDER refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SERVICE PROVIDER'S program;

5. The SERVICE PROVIDER discriminates under any of the laws outlined in this Agreement;

6. The SERVICE PROVIDER, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the Code of Miami-Dade County;

7. The SERVICE PROVIDER falsifies or violates the provisions of the Drug Free Workplace Affidavit;

8. The SERVICE PROVIDER attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;

9. The SERVICE PROVIDER fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;

10. The SERVICE PROVIDER fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;

11. The SERVICE PROVIDER fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement), the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement), and the Collusion Affidavit (Exhibit C, Attachment E, of this Agreement); or

12. The SERVICE PROVIDER fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement.

The SERVICE PROVIDER shall be given written notice of the claimed breach and ten (10) business days to cure same. Unless the SERVICE PROVIDER'S breach is waived by the COUNTY in writing, or unless the SERVICE PROVIDER fails, after receiving written notice of the claimed breach by the COUNTY to take steps to cure the breach within ten (10) business days after receipt of notice of the breach, the COUNTY may, by written notice to the SERVICE PROVIDER, terminate this Agreement upon no less than thirty (30) business days. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

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

In the event this Agreement is terminated, the SERVICE PROVIDER shall provide the COUNTY with a Transitional Plan no later than thirty (30) days after receipt of any notice of termination or Notice of Event of Default from the SERVICE PROVIDER or the COUNTY. This Transitional Plan shall include, but is not limited to, steps the SERVICE PROVIDER shall take to ensure that program deliverables are completed to the COUNTY'S satisfaction. Additional requirements for the Transitional Plan may be included at the COUNTY's sole discretion.

Article XV
Event of Default

15.1 An Event of Default shall mean a breach of this Agreement by the SERVICE PROVIDER. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

A. the SERVICE PROVIDER has not delivered Deliverables on a timely basis.

B. the SERVICE PROVIDER has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

C. the SERVICE PROVIDER has failed to make prompt payment to sub-contractors or suppliers for any Services;

D. the SERVICE PROVIDER has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SERVICE PROVIDER's creditors, or the SERVICE PROVIDER has taken advantage of any insolvency statute or debtor/creditor law or if the SERVICE PROVIDER's affairs have been put in the hands of a receiver;

E. the SERVICE PROVIDER has failed to obtain the approval of the COUNTY where required by this Agreement;

F. the SERVICE PROVIDER has failed to provide "adequate assurances" as required under Section 15.2 below;

G. the SERVICE PROVIDER has failed in the representation of any warranties stated herein.

15.2 When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the SERVICE PROVIDER's ability to perform the Services or any portion thereof, the COUNTY may request that the SERVICE PROVIDER, within the time frame set forth in the County's request, provide adequate assurances to the COUNTY, in writing, of the SERVICE PROVIDER's ability to perform in accordance with terms of this Agreement. Until the COUNTY receives such assurances the COUNTY may request an adjustment to the compensation received by the SERVICE PROVIDER for portions of the Services which the SERVICE PROVIDER has not performed. In the event that the SERVICE PROVIDER fails to provide to the COUNTY the requested assurances within the prescribed time frame, the COUNTY may:

A. treat such failure as a repudiation of this Agreement;

B. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

15.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

Article XVI
Notice of Default – Opportunity to Cure/Termination

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

Article XVII
Remedies in the Event of Default

17.1 If an Event of Default occurs, the SERVICE PROVIDER shall be liable for all damages resulting from the default, including but not limited to:

A. lost revenues;

B. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the COUNTY for reprocurement of Services, including procurement and administrative costs; and,

C. such other direct damages.

17.2 The SERVICE PROVIDER shall also remain liable for any liabilities and claims related to the SERVICE PROVIDER'S default.

17.3 The COUNTY may also bring any suit or proceeding for specific performance or for an injunction.

Article XVIII
Office of Inspector General /Independent Private Sector Inspectors General

18.1 Independent Private Sector Inspector General Reviews

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

18.2 Miami-Dade County Inspector General Review

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m) federal, state and local government-funded grants;** and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

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

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

Article XIX
Miscellaneous Provisions

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

If to the COUNTY:

Miami-Dade County
Office of Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Theresa Fiaño, Assistant Director
Electronic mail: fianot@miamidade.gov

If to the SERVICE PROVIDER:

Dr. Robert A. Ladner
President
Behavioral Science Research Corporation
2121 Ponce de Leon Blvd., Suite 250
Coral Gables, Florida 33134
Electronic mail: Rladner@behavioralscience.com

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

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

19.3 In addition, the SERVICE PROVIDER must comply with all COUNTY contracting requirements, including all required affidavits.

19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SERVICE PROVIDER, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State and Federal governments.

19.5 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SERVICE PROVIDER and the COUNTY, or any department of the COUNTY unless specifically stated herein.

19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SERVICE PROVIDER or its sub-contractor(s) for the purpose of this Agreement, including all information stored in the Ryan White Program Service Delivery Information System, shall become the property of the COUNTY without restriction, reservation or limitation of their use and shall be made available by the SERVICE PROVIDER or its sub-contractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.

19.7 When issuing statements, press releases, request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the SERVICE PROVIDER shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and, (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

19.8 In accordance with County Administrative Order No. 3-29, SERVICE PROVIDERS that are in arrears to the COUNTY in excess of the enforcement threshold are prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the COUNTY has agreed in writing to an approved payment plan.

19.9 In accordance with County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for County contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SERVICE PROVIDER is required to submit an affidavit (see Exhibit C, Attachment E of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

Article XX
Business Applications and Forms

20.1 Business Application. The SERVICE PROVIDER shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the SERVICE PROVIDER to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

20.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (786) 314-9560.

Article XXI
Patent and Copyright Indemnification

21.1 The SERVICE PROVIDER warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

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

21.3 In the event any Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SERVICE PROVIDER shall have the obligation to, at the COUNTY'S option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the COUNTY, at the SERVICE PROVIDER's expense, the rights provided under this Agreement to use the item(s).

21.4 The SERVICE PROVIDER shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The SERVICE PROVIDER shall enter into agreements with all suppliers and subcontractors at the SERVICE PROVIDER's own risk. The COUNTY may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the COUNTY's judgment, use thereof would delay the Work or be unlawful.

21.5 The SERVICE PROVIDER shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

21.6 SERVICE PROVIDER acknowledges that the Agreement and any other documents submitted to the COUNTY or obtained by the COUNTY pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset.

Article XXII
Bankruptcy

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

Article XXIII
Order of Precedence

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

1. The Terms and Conditions in this Agreement;
2. The special conditions contained in Exhibits "A" through "C" attached herewith:
   - Exhibit A – Scope of Service(s)
   - Exhibit B – Budget
   - Exhibit C – Affidavits and Authorized Signatures
     - Miami-Dade County Affidavits (Attachment A)
     - State Public Entities Crime Affidavit (Attachment B)
     - Subcontractor and Supplier Affidavit/Declaration (Attachment C) - *(NOTE: Attachment C must be completed and included with this Agreement only if the accompanying contract award totals $100,000 or more.)*
     - Authorized Signature Form (Attachment D)
     - Collusion Affidavit (Attachment E)

Article XXIV
Survival

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

Article XXV
Mutual Obligations

25.1 This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

25.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

25.3 In those situations where this Agreement imposes an indemnity obligation on the SERVICE PROVIDER, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SERVICE PROVIDER fails to diligently defend such claims, and thereafter seek indemnity for costs from the SERVICE PROVIDER.

25.4 Nothing herein shall alter, affect, modify, change or extend any other agreement between the Service Provider and the COUNTY, or any department of the COUNTY unless specifically stated herein.

25.5 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

25.6 This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.

25.7 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement.

25.8 The parties agree and understand that final approval of this Agreement is conditioned on the Board of County Commissioners (Board) ratification of same, which shall be within the Board's sole discretion. If the Board, in its sole discretion, does not approve of this Agreement, this Agreement shall be null and void.

25.9 This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

BEHAVIORAL SCIENCE RESEARCH CORPORATION

By: ROBERT A. LADNER

Name:

Title: PRESIDENT

Date: JUNE 15, 2010

Attest:

Corporate Secretary OR Notary Public

Print Name: Deborah J. Shaw

Title: Office Manager

Corporate Seal OR Notary Seal/Stamp

NOTARY PUBLIC-STATE OF FLORIDA
Deborah J. Shaw
Commission #DD844902
Expires: JAN. 19, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

MIAMI-DADE COUNTY

By:

Name: Jennifer Glazer-Moon

Title: Spec. Asst./Director, OSBM

Date: June 21, 2010

Attest: HARVEY RUVIN, Clerk

Board of County Commissioners

By:

Name: Elizabeth Adams

Deputy Clerk

Approved for form and legal sufficiency:

By: AATAS

Assistant County Attorney

EXHIBIT A

Behavioral Science Research Corporation (BSR)
Ryan White Program
Scope of Work: Minority AIDS Initiative (MAI) Quality Management Services
May 1, 2010 through February 28, 2011

This scope of work covers the work of the Minority AIDS Initiative (MAI) Quality Management Services, set in 2010 –11 to coincide with Fiscal Year 2010 of the Ryan White Part A Program during the period of March 1, 2010 through February 28, 2011. The MAI Quality Management Services program integrates the work of three positions: Quality Management Process Analyst, Senior Analyst, and Project Director.

Behavioral Science Research Corporation (BSR) will submit to Miami-Dade County Office of Grants Coordination (OGC or County) monthly summaries of activities conducted in accordance with this Scope of Work, along with accompanying back-up materials in a format previously agreed upon with the County.

MAI QUALITY MANAGEMENT PROGRAM

The purpose of the MAI Quality Management component of BSR's activities is to provide continuous clinical quality assurance and improvement services to Miami-Dade County and to the provider programs funded through the Ryan White Program. These services will support an on-going continuous process of program performance monitoring and quality improvement that evaluates and analyzes data and provides feedback to the County and to funded service programs. Key activities for the current contract year include:

- Work with the Performance Improvement Advisory Team (PIAT) to refine and implement a system-wide Performance Improvement Plan (PIP).

- Provide technical assistance to providers on documentation and service delivery standards, performance improvement methodologies, and quality improvement projects based on identified needs.

- Research and identify specific standards and guidelines for service delivery and outcome measures related to core services, concentrating on select services each year and providing a full spectrum of performance standard development, evaluation and technical assistance over the course of succeeding years. Review, develop, and implement benchmarks, outcome measures, and performance targets for select services, in coordination with the County and the PIAT.

- Conduct the following review activities:

  + Targeted follow-up reviews in coordination with the Florida/Caribbean AIDS Education and Training Center (AETC) to assess implementation of improvements for specific providers of outpatient medical services to minority persons living with HIV or AIDS;

  + Targeted follow-up reviews in coordination with AETC to specific pharmaceutical service providers to assess improvements following the 2009 reviews; and

  + Full-scale record review, in coordination with AETC of mental health providers for the purpose of assessing the quality of services provided.

- Discuss with the providers in the PIAT the results of external reviews and action plans for addressing opportunities for systemic and provider-specific improvement will be developed in collaboration with providers, BSR, and the County.

- Analyze medical case management activities, using specialized SDIS activity codes to track specific medical case management activities;

- Collect and analyze data to measure both the level of client health literacy and the level of client satisfaction with services provided;

- Identify mechanisms to gather and report clinical performance levels, pursuant to implementation of HAB HIV/AIDS Core Clinical Performance Measures through tracking data elements in the SDIS and by implementing other data collection procedures as appropriate. Performance levels on the HAB indicators, as well as other indicators of clinical performance, will be reported to the PIAT, the Partnership, and the County.

- Coordinate quality management activities with the PIAT, the Partnership's Medical Care and Oral Health Care Subcommittees, Care and Treatment Committee, and with the Minority AIDS Initiative (MAI) Quality Management functions.

- Participate in monthly meetings with the County and Automated Case Management Systems, Inc. (ACMS) in order to streamline and troubleshoot issues related to the entry and quality of data gathered by the Service Delivery Information System (SDIS).

BSR will work with the County, service providers, and the Performance Improvement Advisory Team (PIAT) to identify and improve processes that lead to better clinical outcomes, and assist in the development of a provider system that utilizes problem solving techniques and performance improvement strategies for a strengthened HIV/AIDS care and treatment system. BSR will develop processes for improvement in QM/QI activities, and modify the Performance Improvement Plan, as needed, in collaboration with the PIAT and OGC.

A.1 Performance Improvement Plan/Program

The Performance Improvement Plan (PIP) assures high quality care through the ongoing selection, development and review of key quality indicators, staff training, data collection and review, technical assistance, identification and resolution of problems, evaluation of results, provider feedback, measurement of outcomes, assuring that providers meet established benchmarks, and monitoring of improvement/change over time. QM staff will notice and facilitate PIAT meetings in collaboration with the elected Chair and will work with providers and the County to implement the annual workplan attached to the PIP.

A.2 Technical Assistance

As part of an ongoing PIP, BSR will provide technical assistance to providers in two ways: 1) BSR staff will provide on-site technical assistance in order to evaluate and assist providers to clearly understand documentation and service delivery standards and requirements, and 2) BSR will collaborate with AETC to bring medical experts in HIV/AIDS care to provide clinical technical assistance as needed.

Targeted technical assistance will be provided throughout the year by BSR QM personnel, on a monthly basis, to all Ryan White Program medical case management providers. These TA visits will concentrate on eligibility requirements, financial assessments, comprehensive health assessments, plans of care, and appropriate supporting documentation. Visits and activities will be documented with copies provided to the appropriate agency and copies available to the County.

A.3 Conduct a Review of Mental Health Providers

BSR will work with AETC, OGC, PIAT and mental health providers to develop and revise, as necessary, a mental health chart review tool; reviews will be conducted under the auspices of the QMP and in cooperation with reviewers from AETC.

A.4 Conduct Follow Up Reviews

BSR will work with OGC, PIAT, AETC and Ryan White providers to conduct follow-up reviews for specific pharmacy providers to ensure problems identified in the 2009 full chart/record review have been corrected.

BSR will work with OGC, PIAT, AETC and Ryan White providers to conduct follow-up reviews for specific outpatient medical care providers who can benefit from technical assistance aimed at improving performance. BSR will work with AETC to review reports, select providers, identify weak areas and coordinate a plan to provide technical assistance leading to improved performance.

A.5 Provide Medical Case Management Technical Assistance

All Ryan White Program medical case management providers will continue to receive technical assistance (TA) that will focus on documentation, assessments and Plans of Care.

A.6 Complete Data Collection and Generate Report for a Client Satisfaction/Health Literacy Survey

BSR will conduct data collection for a survey of PLWH/A consumers, to include minority clients, at major Ryan White Program provider locations. BSR will construct the survey database, enter the data, conduct data analyses, and produce and disseminate a report for the annual Needs Assessment.

BSR will analyze the results of the survey, provide feedback, and recommend goals for improvement, based on data indicators, benchmarks, and outcome measures for services reviewed in collaboration with providers, OGC, PIAT, and the OGC.

A.7 Develop Benchmarks, Outcome Measures, and Targets

In conjunction with OGC and ACMS, BSR will review outcome measures currently used in the Miami-Dade County Eligible Metropolitan Area (EMA), and establish baseline performance standards and goals where necessary. Targets for expected improvement will be established with assistance from OGC and providers. BSR will implement data collection for the HAB HIV/AIDS Core Clinical Performance Measures for Adults and Adolescents. BSR will work with the PIAT and providers to re-examine existing outcomes and measures, test the reasonableness of outcomes for key services, and make modifications as needed.

Hours of Operation, Service Location and Principal Contact

BSR office hours are from 9:00 a.m. to 5:00 p.m., but professional staff will be available for evening or weekend hours as needed. Most training activities will be conducted on workdays during regular operating hours. No direct services will be provided to consumers of HIV/AIDS services. All work will be performed at BSR's corporate offices located at 2121 Ponce de Leon Boulevard, Suite 250 and Suite 450, Miami, Florida 33134, or in the field, as appropriate.

Official Contact and Person Responsible for Program and Fiscal Administration

Dr. Robert A. Ladner
President
Behavioral Science Research Corporation (BSR)
2121 Ponce de Leon Boulevard, Suite 250
Coral Gables, Florida 33134
Office Number: (305) 443-2000
Fax Number: (305) 448-6825
Email: rladner@behavioralscience.com

EXHIBIT B

FY 2010-11 MAI
Continuation Contract

LINE ITEM BUDGET FORM

Organization	Service Category	Budget Period
Behavioral Science Research Corporation	Quality Management Services for the Ryan White Minority AIDS Initiative (MAI) Program	May 1, 2010 - February 28, 2011

COSTS:	Object Class Categories	Ryan White: MAI Direct Service Costs	Ryan White: MAI Indirect/Admin. Costs*	Other Funding: Other Ryan White Part A / MAI Funds	Other Funding: City and/or State	Other Funding: General Oper./ Private	Total Cost For Budget Period	Percent Charged to MAI
Personnel								
1. Position	**Project Director (.10 FTE)**	$8,768		$103,775		$12,708	$125,251	7%
Fringes	Dr. Robert Ladner (FB 36.9%)	$3,238		$37,943		$5,083	$46,264	7%
2. Position	**Quality Mgmt. Process Analyst**	$29,167		$9,375		$3,125	$41,667	70%
Fringes	Susy Martinez (FB 27%)	$7,875		$1,875		$1,500	$11,250	70%
3. Position	**Senior Analyst**	$5,351		$31,546		$26,196	$63,093	8%
Fringes	Petra Brock-Getz (FB 12.8%)	$685		$4,030		$3,345	$8,060	8%
Other Direct/Indirect Costs: Rent - Offices		$6,874	$5,070	$124,105		$64,751	$200,800	6%
Other Direct/Indirect Costs: Staff Parking and Other Administrative Expenses		$1,672	$2,000	$29,208		$9,674	$42,554	9%
TOTAL		$63,630	$7,070	$341,857		$126,382	$538,939	
TOTAL AWARD		$70,700						

*Total not to exceed 10% of Contract Award

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BEHAVIORAL SCIENCE RESEARCH CORPORATION (BSR)
LINE ITEM BUDGET JUSTIFICATION
QUALITY MANAGEMENT SERVICES FOR THE RYAN WHITE MINORITY AIDS INITIATIVE (MAI) PROGRAM
RYAN WHITE MAI CONTINUATION CONTRACT – FY 2010-11
MAY 1, 2010 – FEBRUARY 28, 2011

DIRECT COSTS ($63,630)

Personnel: Salaries and Fringe Benefits ($55,084)

Project Director ($8,768):
This line item represents the salary of one (1) full-time Project Director (Dr. Robert Ladner - President of Behavioral Science Research Corporation) who will dedicate 7% of his time to Minority AIDS Initiative (MAI) Quality Management activities during the period of May 1, 2010 through February 28, 2011. In total, during this budget period, Ryan White/MAI funds will be used to support 90% of Dr. Ladner's salary and fringe benefits, split between the Part A Quality Management budget [direct (30%) and indirect (10%)], the Staff Support budget [direct (30%) and indirect (10%)], FY 2009 MAI Quality Management budget [direct 3%], and the FY 2010 MAI Quality Management budget [direct 7%]. Dr. Ladner is responsible for direction of the MAI quality management project, including coordinating all activities and acting as liaison to the Ryan White MAI grantee, Miami-Dade County Office of Grants Coordination. Dr. Ladner will coordinate all aspects of the program, including research, evaluation, quality management design, intervention development, and testing. Dr. Ladner will directly oversee the work of the Quality Management Process Analyst. Ryan White MAI is being asked to cover 7% of this position's salary and fringe benefits during the 10-month budget period.

Quality Management Process Analyst ($29,167):
This line item represents the salary of one (1) full-time Quality Management Process Analyst (Susy Martinez) who will dedicate 70% of her time to Minority AIDS Initiative (MAI) Quality Management activities during the period of May 1, 2010 through February 28, 2011. In total, Ryan White Program funds will be used to support 89% of Ms.Martinez's salary and fringe benefits, split between FY 2009 MAI Quality Management budget (19%) and the FY 2010 MAI Quality Management budget (70%).The Quality Management Process Analyst will report to the Senior Administrator (Elizabeth Hayden), and will be responsible for the day-to-day management of the research, intervention and evaluation functions of the project, including liaison with medical case managers and medical case management providers, supervision and direction of contractual Field Evaluators, development of QM databases, initiation of quality improvements in medical case management settings, measurement of outcomes, and follow-up activities. In addition, Ms. Martinez will assist the Senior Analyst with data collection and analyses for MAI-related client satisfaction and health literacy research as needed. This position will be familiar with techniques of quality improvement research, as well as designing and evaluating human service program interventions. Ryan White MAI is being asked to cover 70% of this position's salary and fringe benefits, as indicated above, during the 10-month budget period as a direct cost.

Senior Analyst ($5,351):
This line item represents 8% of the part-time Senior Analyst's (Petra Brock-Getz) 10-month salary. Ms. Brock-Getz will dedicate 8% of her time to Minority AIDS Initiative (MAI) Quality Management activities during the period of May 1, 2010 through February 28, 2011. In total, Ryan White Program funds will be used to support 50% of Ms. Brock-Getz's salary and fringe benefits, split between Part A Quality Management budget (21%), the Part A Staff Support budget (21%), and the MAI Quality Management budget (8%). Ms. Brock-Getz is expected to devote 147 hours and will be compensated at a rate of $36.40 per hour to this project during the period of May 1, 2010 through February 28, 2011. Ms. Brock-Getz will be principally responsible for generating special MAI-related data analyses in support of the needs assessment process and requests from the Partnership or the Grantee for special analyses related to the SDIS database. In addition, Ms. Brock-Getz will be responsible for the design and management of periodic client satisfaction and health literacy surveys.

Fringe Benefits ($11,798):
Fringe benefits are calculated at 36.9%, 27%, and 12.8% of these positions' salaries, respectively, and include health insurance, dental insurance, Worker's Compensation, Florida and federal unemployment compensation insurance, disability insurance, Social Security and Medicare contributions, and BSR's contributions on behalf of the employees to BSR's 401(k).

Rent - Offices ($6,874):
This line item covers 252 square feet of BSR office and workroom space located at 2121 Ponce de Leon Blvd., Suite 250, to be used by the MAI quality management services program during the period of May 1, 2010 through February 28, 2011. The use of the shared space includes 100% of one private office and 50% of a multi-user workroom, with allocations for administrative and clerical space and a portion of the cost of the offices for the Project Director, all located within the BSR office complex. Under this budget, a total of $11,944 has been allocated to MAI Quality Management office rent, of which $6,874 will be charged as direct costs and $5,070 as indirect costs. The Ryan White MAI Program is being asked to cover approximately 3.4% of this expense as a direct cost, which will be tracked separately for Ryan White General/MAI quality management services staff. Additional funds to cover this expense will come from Other Ryan White Part A and State General/Operating Private funds.

Staff Parking and Other Administrative Expenses ($1,672):
This line item covers a portion of the cost of parking spaces to be used by the Quality Management Process Analyst and Senior Analyst located at 2121 Ponce de Leon Blvd.; and other administrative expenses (e.g., corporate liability insurance, property and casualty insurance, etc.). The Ryan White MAI Program is being asked to cover approximately 3.9% of this expense as a direct cost. Additional funds to cover this expense will come from Other Ryan White Part A and General/Operating Private funds.

INDIRECT COSTS ($7,070):

Rent - Offices ($5,070):
This line item covers expenses for office space used by the Project Director, Quality Management Process Analyst, and other support office staff, as well as common areas and meeting rooms during the period of May 1, 2010 through February 28, 2011. The Ryan White MAI Program is being asked to cover approximately 2.5% of this expense as an indirect cost. Additional funds to cover this expense will come from Other Ryan White Part A and General/Operating Private funds.

Staff Parking and Other Administrative Expenses ($2,000):
This line item includes a portion of property and casualty insurance expenses, costs of parking for the QM Process Analyst and Senior Analyst, costs of general liability insurance, and other administrative and accounting costs associated with operating Behavioral Science Research in Miami-Dade County. The Ryan White MAI Program is being asked to cover approximately 4.7% of this expense as an administrative cost during the 10-month budget period. Additional funds to cover this expense will come from Other Ryan White Part A and General/Operating Private funds.

TOTAL AWARD: $70,700

BEHAVIORAL SCIENCE RESEARCH CORPORATION (BSR)
QUALITY MANAGEMENT SERVICES FOR THE RYAN WHITE
MINORITY AIDS INITIATIVE (MAI) PROGRAM
PAYMENT SCHEDULE
MAY 1, 2010 – FEBRUARY 28, 2011

MONTH	AMOUNT
May 2010	$0.00
June 2010	$7,000
July 2010	$7,000
August 2010	$8,100
September 2010	$8,100
October 2010	$8,100
November 2010	$8,100
December 2010	$8,100
January 2011	$8,100
February 2011	$8,100
TOTAL AWARD	**$70,700**

EXHIBIT C

- County Affidavits (*Attachment A*),
- State Public Entity Crimes Statement (*Attachment B*),
- Subcontractor/Supplier Disclosure (*Attachment C*, included if applicable),
- Signature Authority Form (*Attachment D*), and
- Collusion Affidavit (*Attachment E*)

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management
Vendor Assistance Unit

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

Complete the Vendor Affidavits Form to update affidavits previously submitted with the Vendor Registration Package. It is the vendor's responsibility, to keep all affidavit information current, complete and accurate, by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

ATTACHMENT A

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your ***"County Vendor Number".***

Please enter your Federal Employee Identification Number (FEIN) ***or*** *your Social Security Number (SSN).*

☒ **F.E.I.N.** 59-1593190

☐ **S.S.N.** _____

BEHAVIORAL SCIENCE RESEARCH CORP.
Name of Entity, Individual (s), Partners, or Corporation

ASK MIAMI
Doing Business As (If same as above, leave blank)

2121 PONCE DE LEON BLVD., #250, CORAL GABLES, FL 33134
Street Address (Post Office addresses are not acceptable)

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

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

a. Firms registered to do business with Miami-Dade County must fully disclose their legal name, physical address and ownership. Publicly traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered.

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). *(Duplicate page if needed for additional names).*

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

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP
ROBERT A. LADNER	PRESIDENT	929 MAJURCA AVE CORAL GABLES FL	100%

b. Provide the full legal names and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County (Post Office addresses are not acceptable). ***If "None", please indicate in space below:***

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP
	NONE		

MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

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

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

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No X
2. Does your firm provide paid health care benefits for its employees? Yes X No _____

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

	White	Black	Hispanic	Other
Males	2	0	0	0
Females	8	0	7	0

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RA

MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RA

MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

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

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

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

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

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance RA

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

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

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

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

I further affirm that this firm complies with Section 2-8.1, which requires that no individual or entity that is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance

MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

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

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

9. *MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT*

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

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

O. ***MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT***
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

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

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

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. RAL

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in the Miami-Dade County Vendor Affidavits 1 – 10, pages 5 through 8 of this Vendor Registration Package.

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

Robert Ladner
(Signature of Affiant)

JUNE 15, 2010
(Date)

ROBERT A. LADNER, PRESIDENT
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: FLORIDA
State

MIAMI-DADE
County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 15 *day of* JUNE – *20* 10.

by ROBERT LADNER *He or she is personally known to me* ☒ *Or has produced identification* ☐

Type of Identification Produced n/a

Deborah J. Shaw
Signature of Notary Public

(Serial Number)

Printed, Typed or Stamped Name of Notary Public

Expiration Date

Notary Public Seal

NOTARY PUBLIC-STATE OF FLORIDA
Deborah J. Shaw
Commission # DD844902
Expires: JAN. 19, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

ATTACHMENT B

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

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

1. This sworn statement is submitted to Miami-Dade County

   by ROBERT A. LADNER
   (print name of entity submitting sworn statement)

   for BEHAVIORAL SCIENCE RESEARCH CORP. DBA ASIC MIAMI
   (print name of entity submitting sworn statement)

   whose business address is 2121 PONCE DE LEON BLVD, CORAL GABLES FL

   and if applicable its Federal Employer Identification Number (FEIN) is 59-1593190. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133 (1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND AND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this 15 day of JUNE, 20 10.

Personally known _____ _____

OR Produced Identification N/A Notary Public-State of FLORIDA

_____ My commission expires _____
(Type of Identification)

NOTARY PUBLIC-STATE OF FLORIDA
Deborah J. Shaw
Commission # DD844902
Expires: JUL 19, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

_____
(Printed, typed or stamped commissioned name of notary public)

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(USE SERVICE PROVIDER'S LETTERHEAD) ATTACHMENT D

AUTHORIZED SIGNATURE FORM

DATE: JUNE 15, 2010

This form certifies the names, titles and signatures of individuals authorized by the Provider to sign contracts, checks, budget revisions, payment requests, and other requests that may be requested by the Office of Grants Coordination (OGC) for disbursement of funds. Attached hereto and incorporated herein is a certified copy of a duly authorized and executed resolution passed by the Provider's Board that provides for this authorization. These signature authorizations are retained by the Office of Grants Coordination for auditing purposes. Should the Provider desire to change the information on this document, a certified and authorized and executed Resolution describing the desired changes should be submitted to the OGC.

	NAME (please type)	TITLE (please type)	SIGNATURE
I.	Prime Contracts and Subcontracts		
	ROBERT A. LADNER	PRESIDENT	
II.	Checks (List amount limits)		
	ROBERT A. LADNER	PRESIDENT	
III.	Budget Revision Requests		
	ROBERT A. LADNER	PRESIDENT	
IV.	Payment Requests		
	ROBERT A. LADNER	PRESIDENT	

ATTACHMENT E

BID NO.:
BID TITLE:

COLLUSION AFFIDAVIT

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

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

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

I state that the bidder of this contract:

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

OR

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

_____ _____

_____ _____

_____ _____

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

By: [signature] June 15 20 10
Signature of Affiant — Date

ROBERT A. LADNER, PRES. 59-1593190
Printed Name of Affiant and Title — Federal Employer Identification Number

BEHAVIORAL SCIENCE RESEARCH CORP.
Printed Name of Firm

2121 PONCE DE LEON BLVD., CORAL GABLES 33134
Address of Firm

ATTACHMENT E

BID NO.:
BID TITLE:

SUBSCRIBED AND SWORN TO (or affirmed) before me this 15 day of June, 2012

He/She is personally known to me or has presented n/a as identification.

Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

NOTARY PUBLIC-STATE OF FLORIDA
Deborah J. Shaw
Commission # DD844902
Expires: JAN. 19, 2013
BONDED THRU ATLANTIC BONDING CO., INC.