



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

FF-1.

MEETING DATE	2020-10-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	FF. OFFICE OF ACADEMICS
DEPARTMENT	Student Services

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
<b>Open Agenda</b>	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

**TITLE:**

Third Amendment to Agreement between Broward and the School Board of Broward County, Agreement Number 19-CP-CSA-8267-02

**REQUESTED ACTION:**

Approve the Contract Agreement renewal between Broward County Behavioral Services (Children's Services Administration Section [CSAS] and the School Board of Broward County, Florida.

**SUMMARY EXPLANATION AND BACKGROUND:**

On September 13, 2018, the Broward County Board of Commissioners approved funding recommendations made by the Broward County Behavioral Health Services (Children's Services Administration Section [CSAS]) for The School Board of Broward County, Florida Family Counseling Program (FCP) to receive a grant in the amount of \$1,175,902 with a two-year renewal option. Subsequently, December 10, 2019 both parties agreed to increase the grant funding to \$1,500,000 while exercising the first renewal option. this request is to exercise the first renewal option by further increasing grant funding amount to \$1,670,000. This agreement was reviewed and approved as to form and legal content by the Office of the General Counsel. This agreement will be executed after School Board approval.

**SCHOOL BOARD GOALS:**

Goal 1: High Quality Instruction     Goal 2: Safe & Supportive Environment     Goal 3: Effective Communication

**FINANCIAL IMPACT:**

The positive financial impact to the District now totals \$1,670,000. A match for \$170,000 has been approved by the Budget office.

**EXHIBITS: (List)**

(1) Executive Summary for Amendment 3 (2) 3rd Amendment (3) Original Agreement (4) First Amendment (5) Second Amendment

**BOARD ACTION:**  
APPROVED  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Antoine Hickman	Phone: 754-321-1660
Name: Marisa Kinney	Phone: 754-321-1550

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 Senior Leader & Title

Antoine Hickman- Chief Student Support Initiatives & Recovery Officer

Signature  

Antoine L. Hickman  
 9/15/2020, 11:47:13 AM

Approved In Open Board Meeting On:

OCT - 6 2020

By:   
 School Board Chair

## EXECUTIVE SUMMARY

Program	Family Counseling Program (FCP)
Status	Approve the first annual renewal to Agreement (19-CP-CSA-8267-02) between Broward County (Children's Services Administration Section [CSAS]) and The School Board of Broward County, Florida (SBBC).
Funds Requested	\$170,000
Financial Impact Statement	<p>There is a positive financial impact to the District of \$170,000 and a match of \$170,00 from the District.</p> <p>On September 13, 2018, the Broward County Board of County Commissioners approved funding recommendations made by the Broward County Behavioral Health Services (<i>Children's Services Administration Section [CSAS]</i>) for The School Board of Broward County, Florida Family Counseling Program (FCP) to receive a grant in the amount of \$1,175,902 with a two-year renewal option. Subsequently, December 10, 2019 both parties agreed to increase the grant funding to \$1,500,000 while exercising the first renewal option. FCP is requesting to exercise the first renewal option by further increasing grant funding amount to \$1,670,000.</p>
Schools Included	All District Schools, K-12.
Managing Department/School	Student Support Initiatives & Recovery/Student Services
Source of Additional Information	Antoine Hickman Susan N. Vialpando
Program Description	<p>The Broward County Children's Services Administration Section grant provides funding to support programs and services that provide individual and family counseling, in school settings, for children and youth, ages 2 to 17 or through age 21 if enrolled in a school GED course or vocational school. The Family Counseling Program (FCP) is available to all students and families of Broward County, whether students are enrolled in public, private, or charter schools. Services include individual and family counseling utilizing evidence-based treatment modalities including trauma focused cognitive behavior therapy (TF-CBT). The family therapists also provide crisis intervention and management particularly in the areas of suicidal, self-destructive, and bullying behaviors.</p> <p>Since the inception of the first Family Counseling center in 1980, the FCP has expanded to 40 centers strategically placed across the county geographically into catchment areas that correspond with the School District's system of Innovation Zones. The FCP utilizes the professional skills of 58 Masters level, licensed therapists. Receiving this additional awarded grant amount will allow the District to continue its effort in providing family counseling services to students and families.</p>
Evaluation Plan	Existing program evaluations are in place for all professional groups.
Research Methodology	N/A

**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR FAMILY COUNSELING PROGRAM**  
Agreement #: 19-CP-CSA-8267-02

This is a third amendment ("Third Amendment") to an agreement between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a school board ("Provider"), for the Family Counseling Program (the "Agreement"). County and Provider are collectively referred to as the "Parties."

**RECITALS**

- A. The Parties entered into the Agreement on November 19, 2018.
- B. The Parties subsequently executed a First Amendment to the Agreement on September 24, 2019, to increase funding and the number of clients to be served during the Initial Term.
- C. The Parties then executed a Second Amendment to the Agreement on February 10, 2020, to exercise Option Period 1, increase funding, and determine the number of clients to be served during Option Period 1.
- D. The Parties now desire to amend the Agreement to further increase funding and the number of clients to be served during Option Period 1.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The maximum funding amount payable by County under the Agreement will not exceed One Million Six Hundred Seventy Thousand Dollars (\$1,670,000) for Option Period 1.
- 2. Provider must provide program services under the Agreement to a minimum of three thousand seven hundred fifty-three (3,753) unduplicated Clients during Option Period 1.
- 3. This Third Amendment is effective June 1, 2020.
- 4. Except as expressly amended, all terms and conditions of the Agreement remain in full force and effect.
- 5. The Parties jointly prepared this Third Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Third Amendment to the Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 25<sup>th</sup> day of August 2020, and The School Board of Broward County, Florida, signing by and through its Chair, duly authorized to execute same.

COUNTY

WITNESS #1:

BROWARD COUNTY, by and through its  
County Administrator

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Bertha Henry, County Administrator

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_ day of \_\_\_\_\_, 2020

WITNESS #2:

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

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Angela M. Rodríguez  
Assistant County Attorney

\_\_\_\_\_  
Print Name of Witness

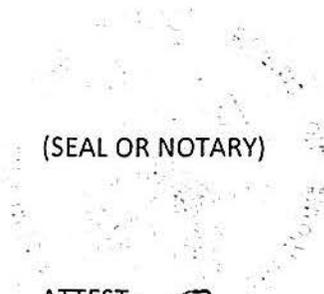
AMR/bh  
SBBC 19-CP-CSA-8267-02-Am03  
8/26/2020  
#60070

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR FAMILY COUNSELING PROGRAM

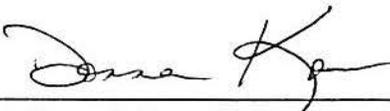
PROVIDER

(SEAL OR NOTARY)

ATTEST:

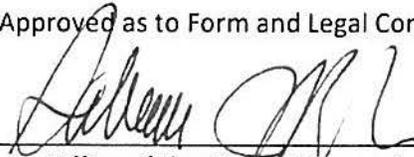
  
  
Robert W. Runcie, Superintendent of Schools

The School Board of Broward County, Florida

By:   
Donna P. Korn, Chair

6<sup>th</sup> day of October, 2020

Approved as to Form and Legal Content:

  
Office of the General Counsel

**AGREEMENT BETWEEN BROWARD COUNTY AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR FAMILY COUNSELING PROGRAM  
Agreement Number: 19-CP-8267-02**

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida a school board ("Provider"). County and Provider are collectively referred to as the "Parties."

**RECITALS**

A. This Agreement will enable Provider to provide services that would not otherwise be funded by another public funding source.

B. Funding given to Provider has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

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

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Clients** mean individuals served under this Agreement as described in Article 3 and Exhibit D-1, "Scope of Services."
- 1.3. **Contract Adjustment** means a funding adjustment or other changes that may be executed by the Human Services Department Director or Deputy Director as authorized in this Agreement.
- 1.4. **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Agreement, as specified in Exhibit A, "Agreement Specifications." The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement, but the Scope of Services may not be changed through such instructions and determinations except as otherwise provided in this Agreement.
- 1.5. **Contract Manager** means the Human Services Department division staff person who coordinates and communicates with Provider and who manages and supervises execution and completion of the Scope of Services and the terms and conditions of this Agreement. The Parties may also rely on the instructions or determinations made by the Contract

Manager in the administration of this Agreement, but the Scope of Services may not be changed through such instructions and determinations except as otherwise provided in this Agreement.

- 1.6. **County Administrator** means the administrative head of County appointed by the Board.
- 1.7. **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.8. **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.
- 1.9. **HSD** means the Broward County Human Services Department.
- 1.10. **HSSS** means the Human Services Software System, the client services management system, or any other participant information collection and data exchange system designated by County.
- 1.11. **Initial Term** means the initial contracted period as specified in Exhibit A, "Agreement Specifications."
- 1.12. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, "Agreement Specifications."
- 1.13. **Program** means the services described in Article 3 and in Exhibit D-1 of this Agreement.
- 1.14. **Provider Handbook** means HSD's manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as same may be amended from time to time by County, which Handbook is incorporated in this Agreement by reference.
- 1.15. **Repository** means HSD's repository under County's Office of Evaluation and Planning. The repository address is identified in the Provider Handbook.

## **ARTICLE 2. TERM OF AGREEMENT**

- 2.1. **Term.** The term of this Agreement ("Agreement Term") begins and ends on the dates specified in Exhibit A, "Agreement Specifications." This Agreement may be renewed by the County's Contract Administrator for up to two (2) one-year Option Periods, as specified in Exhibit A. The Contract Administrator must notify Provider of renewal in writing no less than five (5) business days prior to the expiration of the then-current term of the Agreement.
- 2.2. **Continuity of Services.** If unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available and expiration of the Agreement would result in a gap in the provision of services, then upon the Board's approval of funds, the term of this Agreement may be extended by the HSD Director or Deputy Director and Provider, via a Contract Adjustment, for a period not to exceed six (6) months.
  - 2.2.1. County's decision to exercise an Option Period will be contingent upon, but not limited to, the following:

- 2.2.1.1. Continued demonstrated and documented need for the services or priority area of funding;
  - 2.2.1.2. Satisfactory contract compliance, program performance, and utilization of funds by Provider, as determined by the Contract Administrator;
  - 2.2.1.3. Demonstrated financial stability by Provider;
  - 2.2.1.4. The availability of funds from County in accordance with Chapter 129, Florida Statutes; and
  - 2.2.1.5. Appropriation of funds by the Board.
- 2.2.2. The Contract Administrator, in his or her sole discretion, will determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

### ARTICLE 3. SCOPE OF SERVICES

- 3.1. Provider must provide the services set forth in each Exhibit D-1 for each service category funded by this Agreement, and must meet the outcomes in Exhibit D-2 and any applicable Contract Adjustment. The Scope of Services is a description of Provider's obligations and responsibilities and includes preliminary considerations and prerequisites and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render Provider's performance impractical, illogical, or unconscionable.
- 3.2. If applicable, Provider must notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Exhibit D-1 or applicable Contract Adjustment no less than thirty (30) calendar days prior to such change in accordance with the "Notices" section of this Agreement. No such opening, closing, or relocation may occur without County's prior written consent, which consent will not be unreasonably withheld.
- 3.3. Organizational Profile. The Organizational Profile, as defined in the Provider Handbook, for Provider is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education, and human services planning in Broward County. It is used for collecting data for countywide resource inventory. Provider must provide this profile to County upon oral or written request by the Contract Administrator.

### ARTICLE 4. COMPENSATION

- 4.1. Maximum Funding. County will pay Provider an amount not to exceed the amount specified in Exhibit A, "Agreement Specifications," for work performed and completed pursuant to this Agreement, which amount will be accepted by Provider as full compensation for all such work. Provider acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate Provider for

its services related to this Agreement. This maximum amount, however, does not constitute a limitation upon Provider's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount will be paid to Provider to reimburse its expenses, unless otherwise expressly required in this Agreement.

County funding under this Agreement relates exclusively to the Initial Term, and County is not obligated to fund Provider beyond the Initial Term. If the Contract Administrator exercises an Option Period under this Agreement, or if this Agreement is extended pursuant to Article 2, the maximum amount payable by County must not exceed the amount specified for each period in Exhibit A, except as provided below in the section titled, "Maximization of Return on Expenditure of County Funds."

- 4.2. Reduction of Funds. If Provider underutilizes County funds, the Contract Administrator has the authority to reduce the maximum funding allocated under this Agreement. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. The Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of clients served.
- 4.3. Maximization of Return on Expenditure of County Funds.
  - 4.3.1. Mid-term Funding Adjustments. In furtherance of the objectives of the HSD, for any fiscal year, the Contract Administrator has the authority and sole discretion to increase the maximum annual funding under this Agreement up to ten percent (10%) of the amount for that fiscal year of County. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider.
  - 4.3.2. Program Allocations and Payment Schedules. The Contract Administrator has the authority to adjust the allocation of maximum funding between any particular program or service category funded under this Agreement and the payment schedules throughout any term of the Agreement. Such adjustment may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider.
  - 4.3.3. Renewal Funding Adjustments. Adjustments to maximum renewable funding and corresponding adjustments to the number of units and clients served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider.
- 4.4. Contract Adjustments. The Contract Administrator is authorized to increase or decrease the maximum funding allocated to Provider to maximize County's return on expenditure of its funds as expressed in this Agreement. Such adjustments must be made by the HSD Director or Deputy Director and the Provider in accordance with this article.
  - 4.4.1. Any Contract Adjustment for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD Director

or Deputy Director and Provider, using the Contract Adjustment form attached to this Agreement as Exhibit F.

- 4.4.2. Any Contract Adjustment increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD Director or Deputy Director and Provider only after the Board has approved the funding increase and has conferred such authority upon the HSD Director or Deputy Director.
- 4.4.3. All Contract Adjustments must contain, at a minimum, the following information and requirements:
  - 4.4.3.1. A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served).
  - 4.4.3.2. A reference to this Agreement pursuant to which the adjustment is authorized.
  - 4.4.3.3. Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.
  - 4.4.3.4. Be sequentially numbered, dated, and signed by the Parties.
- 4.5. Method of Payment. Subject to the provisions in this article, County will pay Provider monthly for units of service delivered, invoiced, and documented as specified in Exhibit D-1, "Scope of Services," and in any applicable Contract Adjustment. The total number of units of service to be billed during each term of this Agreement must not exceed the units specified in Exhibit D-1 and any applicable Contract Adjustment.
  - 4.5.1. Required Match. In order to meet Provider's match requirement, County will pay Provider at the unit price specified in the Agreement, any applicable Contract Adjustment, and in Exhibit D-1, for only nine (9) out of ten (10) units of service delivered, invoiced, and documented unless otherwise indicated in Exhibit A, "Agreement Specifications." The tenth (10<sup>th</sup>) unit will count toward Provider's match requirement. Provider's match requirement may be satisfied by either units of service or in-kind services that are dedicated to, and utilized solely, for its service obligations under this Agreement. The use of in-kind services may be approved by the Contract Administrator following Provider's submission of a written certification that all in-kind services utilized to meet the required match requirements are limited to the performance obligations of this Agreement and satisfy the service requirements described on Exhibit D-1. Provider must submit monthly, with its invoice, documentation that accurately details all of the in-kind services utilized to meet its match requirements for the previous month.
  - 4.5.2. Client Co-payment for Services. If Client's co-payments are required as indicated in Exhibit A, Provider must assess the Client's income and impose co-payments pursuant to the Co-pay Schedule found in the Provider Handbook.
  - 4.5.3. Performance. At the end of each quarter, County will reduce payment by three percent (3%) ("Reduction") for services performed by Provider in which

attainment of one (1) or more Outcomes was more than five (5%) percent below the indicated target. The Reduction will be applied to payments for any programs in which any indicators were not met. The Reduction will be applied to the net payment amount for the third (3<sup>rd</sup>) month, after calculation of the required match, but before any disallowed units or repayments from any other months are applied. If Provider does not submit an invoice in the third (3<sup>rd</sup>) month of a quarter because all funding authorized in this Agreement has been depleted, the Reduction will be based on the previous month's net payment, and Provider must pay the Reduction amount to County within thirty (30) days after County's written request for repayment. If County finds that Provider's Outcome Report contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County's Contract Administrator.

4.5.4. If this Agreement is funded in whole or in part by a grant from a third party ("Funder") and either (i) the Funder denies any of County's requests for payments under this Agreement, or (ii) the Funder requests the return of any funds that have been previously paid (collectively "Ineligible Amount"), County may deduct the Ineligible Amount from the next invoice submitted by Provider. If there is no longer an invoice from which to deduct the Ineligible Amount, Provider must, within ten (10) days after receiving notice from County, return to County the funds that the Funder has declined to reimburse or has requested to be returned.

4.5.5. Invoice Requirements and Due Dates.

4.5.5.1. Provider must submit an original invoice in a form approved by the Contract Manager plus one (1) complete copy of the invoice with supporting documentation monthly on or before the date specified in Exhibit E, "Required Reports and Submission Dates." If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Acceptable supporting documentation as described in this section will be in the form of a report provided through County's designated HSSS or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes. County may apply a payment reduction to Provider on any invoice submitted to County after the 15<sup>th</sup> day of the month that results in County receiving a financial penalty from Funder because of the late submission by Provider. The reduction will be in an amount equal to the financial penalty received by County.

4.5.5.2. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. Provider must reimburse County, as described in Section 4.5.6.3, for any units that do not comply with this

requirement and were previously billed and paid during any term of the Agreement.

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

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

4.5.6. Corrected Invoices.

4.5.6.1. If Provider determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, Provider must include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one (1) time for any month in which services were rendered and must be received by County no later than (i) ninety (90) days following the date the invoice being corrected was originally due to County, or (ii) forty-five (45) days after the end of the Agreement term, whichever is earlier. Provider must resubmit the original supporting documentation and submit the revised supporting documentation along with a completed "Required Services Documentation" form as provided in the Provider Handbook, unless the Contract Administrator has in writing provided alternative documentation requirements. The invoice including the corrections must be accompanied by a cover letter signed by Provider's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions Provider is taking to prevent recurrence of the error.

4.5.6.2. If County determines that Provider has previously incorrectly billed and was reimbursed for a period within the current contract term, Provider must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the contract term in which the overpayment occurred, Provider must pay County within forty-five (45) days after receipt of written notice from County.

4.5.6.3. To be a proper invoice, as defined by the Florida Prompt Payment Act (Chapter 218, Florida Statutes), the invoice must comply with the requirements in this Agreement and must be submitted (i) on the forms prescribed in the Provider Handbook, (ii) through the communication system as provided through County's HSSS, or (iii) as otherwise agreed to in writing by the HSD Director or Deputy Director. County will pay Provider within thirty (30) calendar days after receipt of Provider's

properly submitted invoice in accordance with the provisions of County's Prompt Payment Ordinance (Section 1-51.6, Broward County Code of Ordinances). Further, County may deduct from any outstanding invoice any monies due from Provider pursuant to this Agreement.

- 4.5.6.4. Invoices or documentation returned to Provider for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Provider without the accrual of interest on any payments owed by County to Provider. Provider must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.
- 4.5.6.5. The certification statement on the monthly invoice submitted by Provider must be signed by an authorized person as referenced in Exhibit B-1, "Authorized Invoice Signators." If it becomes necessary for Provider to replace signators, a notarized copy of the authorizing resolution or legislation as passed by Provider's Board of Directors or Trustees or equivalent must be submitted to the Contract Administrator, along with replacement Exhibit B-1 and Exhibit B-2, within ten (10) days following replacement of the signators.
- 4.5.7. If Provider has been authorized in accordance with the "Subcontracting" article of this Agreement to use subcontractors, or if Provider uses any suppliers of materials for the provision of the required services under this Agreement, Provider must submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached to this Agreement as Exhibit C. If payment has not been made to the approved subcontractor or the supplier, the certification must be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.
- 4.6. Suspension of Payment. County, through its Contract Administrator in his or her sole discretion, may, in writing, suspend payments to Provider if Provider does not comply with material terms of this Agreement including but not limited to submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of these reports and plans. County's suspension of payment may last through the duration of Provider's noncompliance as determined solely by the Contract Administrator, and no interest will be due on any suspended payments.
- 4.7. Payer of Last Resort. Provider represents to County that no other reimbursement or payment is available or will be received by Provider for any services invoiced to County, and County has relied upon that representation. Provider must ensure that funding under this Agreement will not supplant any existing programs or resources and is used as funding of last resort. This Agreement specifically excludes (i) payments for services eligible to be covered by Medicaid, Medicare, or other third party funding source ("Third

Party Funding Source"); (ii) any fee collected; (iii) non-County reimbursement; or (iv) compensation of any kind, including in-kind compensation received from any Client (collectively, "Third Party Payments"). Provider will bill and pursue collection of all available Third Party Payments and Client payments for services rendered under this Agreement prior to billing County for any such services.

4.7.1. If County pays Provider for a service to a Client who was not eligible for coverage from a Third Party Funding Source at the time of billing but later becomes eligible ("Third Party Certified") and Provider receives payments from the Third Party Funding Source for the same unit of service, then Provider will deduct the amount paid by County ("County Payment") on its next invoice immediately following its receipt of payment from the Third Party Funding Source. If there are no invoices from which to deduct the Third Party Payment, Provider must reimburse County in the amount of the County Payment within thirty (30) calendar days of Provider's receipt of payment from the Third Party Funding Source.

4.7.1.1. Provider will note in the Client's file the date upon which a Client became Third Party Certified.

4.7.1.2. Provider must keep accurate and complete records of Third Party Payments for any service covered by this Agreement, and Provider must make all of these records available to County upon demand.

4.7.1.3. Provider must report and deduct the full amount of Third Party Payments from Provider's invoices within thirty (30) calendar days of Provider's receipt of the Third Party Payments.

4.7.2. In Emergency Conditions, as defined in Section 15.25 of this Agreement, County may waive Provider's obligation to bill and pursue collection of Third Party Payments and Client payments for services rendered to Evacuees (as defined in Section 15.25) under this Agreement.

4.7.2.1. Provider must keep accurate and complete records of services rendered that are covered by Third Party Payments for Clients served and must make these records available to County at the end of the Emergency Conditions or upon demand, whichever occurs first.

4.8. Equipment Purchases. Provider must report on its invoice to County all equipment that it purchased pursuant to this Agreement, and must attach to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator) documentation listing in detail the kind and type of equipment, its serial number, cost, and any other data the Contract Administrator or Contract Manager requires. Provider must ensure that no equipment is disposed of without the HSD Director's or Deputy Director's prior written approval. If Provider files for bankruptcy or dissolution, voluntary or involuntary; if Provider becomes insolvent; or if this Agreement expires or is terminated with or without cause, then the title and ownership of all existing property acquired with funds from this Agreement will immediately and automatically be vested in County in the name of "Broward County, Florida." Within ten (10) calendar days from written request by the

Contract Administrator, Provider must deliver any property vested in County to the place designated in the Contract Administrator's written request. Provider must immediately notify the Contract Administrator in writing of Provider's insolvency or its filing for bankruptcy or dissolution, voluntary or involuntary.

- 4.9. All payments will be made solely in the name of Provider as the official payee. The name, address, and telephone number of the official payee to whom payment will be made for Provider is specified in Exhibit A, "Agreement Specifications." Provider may change any of the information provided under this section by providing written notice of the change to the Contract Administrator using the notice procedure under the "Notices" section of this Agreement. Provider must advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) calendar days after such change.
- 4.10. As a condition of funding under this Agreement, Provider acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of the Agreement. If Provider exhausts County's funds under this Agreement prior to the end of any term of this Agreement, Provider is obligated to provide the same level of service to the Clients as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

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

Provider must comply with the HSSS requirements outlined in the Provider Handbook.

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

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

#### **ARTICLE 7. TERMINATION**

- 7.1. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. The HSD Director or Deputy Director may also terminate this Agreement for convenience when Provider closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determines that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director will be effective on the termination date stated in written notice provided by County, which termination date will be not less than thirty (30) days after the date of the written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, the termination will be deemed a termination for

convenience and will be effective thirty (30) days after notice of termination for cause is provided.

- 7.2. This Agreement may be terminated for cause by County for reasons including but not limited to any of the following:
  - 7.2.1. Provider's failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.
  - 7.2.2. If Provider is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Provider is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Provider provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 7.3. Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice through the Contract Administrator that will be promptly confirmed in writing.
- 7.4. If this Agreement is terminated for convenience by County, Provider will be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Provider acknowledges that it has received valuable and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Provider, for County's right to terminate this Agreement for convenience.
- 7.5. If this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due Provider may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, pursuant to the "Rights in Documents and Work" provision of this Agreement.
- 7.6. In addition to any right of termination stated in this Agreement, County is entitled to seek any and all available remedies, whether stated in this Agreement or otherwise, available at law or in equity.
- 7.7. Transition Plan. Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason, Provider must cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the services provided under this Agreement. The transition plan must, at a minimum, provide for the orderly and reasonable transfer of services in a manner that causes minimal disruption to the continuity of services.

## ARTICLE 8. SUBCONTRACTING

- 8.1. Provider is subcontracting if Provider engages a third party, including but not limited to individuals, partnerships, corporations, or any other type of entity, via formal agreement or any other mechanism to perform the services, in whole or in part, required by this Agreement. Services provided by third parties other than Provider's own employees, officers, and volunteers will be deemed subcontracted.
- 8.2. Provider may not subcontract services as defined in Section 8.1 or enter into an employee leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D-1.
- 8.3. The Contract Administrator's written approval referenced in this article will be limited to Provider's approval to enter a sub contractual relationship with a third party and will not be an approval of any subcontracting document between Provider and its subcontractor.
- 8.4. Regardless of subcontracting, Provider remains responsible for and must supervise services provided under this Agreement, and County is not responsible for Provider's or its subcontractor's employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under this Agreement.
- 8.5. The delivery of services through subcontractors will not in any way relieve Provider of full responsibility for all requirements, provisions, and terms of this Agreement.
- 8.6. Provider must, by written contract, require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. Provider must likewise require its subcontractors to agree to the requirements and obligations of this article.
- 8.7. Provider must pay its subcontractors and suppliers of materials for the provision of the services required pursuant to this Agreement prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless Provider documents any dispute on Exhibit C, "Certification of Payments to Subcontractors and Suppliers," and submits the exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.
- 8.8. Provider must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from County for any subcontracted work or supplies. Provider agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release the retainage and pay the retainage within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a subcontractor or supplier in accordance with this subsection will be a material breach of this Agreement, unless Provider demonstrates that the failure to pay results from a bona fide dispute with the subcontractor or supplier and, further, Provider promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. Provider must include

requirements substantially similar to those set forth in this subsection in its contracts with subcontractors and suppliers.

- 8.9. Provider must reimburse County for all funds not used in compliance with this Agreement by Provider and its subcontractors.

#### **ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS**

- 9.1. Financial Statements. Within two hundred seventy (270) days after the close of each of Provider's fiscal years in which Provider receives funds under this Agreement, Provider must provide to the Repository and the Contract Manager Provider's audited financial statements and any generated management letters regarding funding provided under this Agreement and Provider's response to any management letters. The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for Provider's fiscal year during which it receives County funds and for each of Provider's subsequent fiscal year until Provider expends all County funds.
- 9.2. Management Letters. Provider must provide simultaneously to the Repository and the Contract Manager all management letters arising from audited financial statements within two hundred seventy (270) days after the date of the management letter as it relates to the program described in this Agreement.

Provider must provide to the Repository and the Contract Administrator the schedule of correction developed in response to the management letters within thirty (30) days of developing the schedule of correction.

Within two hundred seventy (270) days after the close of each of Provider's fiscal years in which Provider accounts for the funds under this Agreement, Provider must provide to the Repository and the Contract Administrator any compliance audits required by law.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

- 10.1. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Provider must include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 10.2. Although no CBE goal has been set for this Agreement, County encourages Provider to give full consideration to the use of CBE firms to perform work under this Agreement

#### **ARTICLE 11. GOVERNMENTAL IMMUNITY**

Except to the extent sovereign immunity may be waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party nor will anything included in this Agreement be construed as consent to be sued by third parties

in any matter arising out of this Agreement or any other contract. Provider is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and will be responsible for the negligent or wrongful acts and omissions of its agents or employees to the extent permitted by law.

#### **ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT**

- 12.1. County's representative is the Contract Administrator as identified in Section 1.4. The title of Provider's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, "Agreement Specifications."
- 12.2. The empowered signators of invoices under this Agreement for Provider are those individuals referenced in Exhibit B-1, "Authorized Invoice Signators." Changes in the empowered signators in Exhibit B-1 must be communicated to County as directed in the "Notices" section of this Agreement.
- 12.3. The empowered signator of this Agreement for Provider is identified in Exhibit B-2, "Certification of Empowerment." Changes in the empowered signator in Exhibit B-2 must be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

#### **ARTICLE 13. INSURANCE**

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

#### **ARTICLE 14. REPRESENTATIONS AND ACKNOWLEDGMENTS**

- 14.1. Provider represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as may be extended, the following representations are and will remain true and correct. If any of the following representations become false, Provider must immediately provide written notice to the Contract Administrator:
  - 14.1.1. No irregularities in Provider's management or employees have a material effect on Provider's operations or financial stability.
  - 14.1.2. Provider has committed no violations or potential violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
  - 14.1.3. Provider has in its records and has disclosed to County all material information pertaining to the financial position of Provider.
  - 14.1.4. Provider has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to Provider's financial position.

- 14.1.5. If Provider is operating a facility or providing a service that requires any type of licensure including but not limited to licensure under federal, state, county, or other local laws, Provider maintains appropriate active licenses, which are all in good standing and have not been revoked or suspended.
- 14.1.6. When applicable, Provider will ensure compliance with the provision(s) of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Provider must maintain these screening requirements and records of same for volunteers and employees based on the population served.
- 14.2. E-Verify. As applicable, if Provider is a recipient, directly or indirectly, of State of Florida funds under this Agreement, Provider must enroll and participate in the E-Verify program, in accordance with the terms and conditions governing the use of the program by:
  - 14.2.1. Verifying the employment eligibility of all persons that Provider employs during the Agreement Term to perform the work under this Agreement.
  - 14.2.2. Enrolling in the E-Verify program within thirty (30) days after the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and making such record available to Broward County within seven (7) days of request from County.
  - 14.2.3. Requiring all persons, including subcontractors, assigned by Provider to perform work under this Agreement to enroll and participate in the E-Verify program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between Provider and the subcontractor, whichever is later. Provider must obtain from the subcontractor a copy of the printout of the "Edit Company Profile" screen indicating enrollment in the E-Verify program and make the printout screen available to County within seven (7) calendar days from County's request.
  - 14.2.4. Displaying the notices supplied by the U.S. Department of Homeland Security ("DHS") in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
  - 14.2.5. Initiating E-Verify verification procedures for new employees within three (3) business days after the work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration.
  - 14.2.6. Maintaining records of its participation and compliance with the provisions of the E-Verify program and making such records available to County within seven (7) calendar days after County's request.
- 14.3. Provider acknowledges receipt of the Provider Handbook and understands that each document contained in the Provider Handbook is made a part of this Agreement. Provider also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the revision to Provider. Provider may terminate

this Agreement within thirty (30) calendar days after notice of any updates or revisions if the Parties mutually agree that the updates or revisions substantially impact Provider's ability to perform as contracted. Otherwise, Provider acknowledges it will be bound by the requirements outlined in the Provider Handbook, as amended by County.

- 14.4. Provider represents that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all applicable state and federal statutes and regulations for the protection of confidential Client records and electronic exchange of confidential information.
- 14.5. Provider acknowledges that:
  - 14.5.1. Verification of liability protection, and the Authorized Invoice Signators as shown in Exhibit B-1, must accompany this Agreement upon execution of this Agreement by Provider.
  - 14.5.2. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and will not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.
- 14.6. Provider represents that all representations and information that it provided to County in the course of competing for and developing this Agreement are true and correct, and Provider has not omitted any necessary information.

#### **ARTICLE 15. MISCELLANEOUS**

- 15.1. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Provider in connection with performing services under this Agreement will be owned by County and will be deemed works for hire; if the services are determined not to be a work for hire, Provider hereby assigns to County all right, title, and interest, including any copyright or other intellectual property rights in or to the work. If this Agreement is terminated, any reports, photographs, surveys, and documents prepared by Provider, whether finished or unfinished, will become the property of County and must be delivered by Provider to the Contract Administrator within seven (7) days after termination of this Agreement. County may withhold any compensation due to Provider until County receives all documents as provided in this Agreement. Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.

After the five (5) year retention period or any longer retention period as stated in Section 15.3, Provider must notify the Contract Administrator that the retention period has expired and must provide County with at least ten (10) calendar days for County to obtain the records. If County desires to retain the records for a longer period of time, County will notify Provider in writing in accordance with the "Notices" section of this

Agreement. The provisions of this section will survive the expiration or termination of the Agreement.

15.2. Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider must:

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

A request for public records regarding this Agreement must be made directly to County, which will respond to any public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

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

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8647, LKREPEL@BROWARD.ORG, 115 S. ANDREWS AVENUE, SUITE A360, FORT LAUDERDALE, FLORIDA 33301.**

- 15.3. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors must keep books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All books, records, and accounts of Provider and its subcontractors must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor must make same available in written form at no cost to County.

Provider and its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit and inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants the right to conduct such audit or review at Provider's place of business, if County deems appropriate, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in the books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon the entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit will be reimbursed to County by Provider in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection will be made within thirty (30) days after presentation of County's findings to Provider.

Provider must ensure that the requirements of this section are included in all agreements with its subcontractor(s).

- 15.4. Truth-in-Negotiation Representation. Provider's compensation under this Agreement is based upon its representations to County, and Provider certifies that the wage rates, factual unit costs, and other information supplied to substantiate Provider's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Provider executes this Agreement. Provider's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 15.5. Independent Contractor. Provider is an independent contractor under this Agreement, and nothing in this Agreement will constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Provider nor its agents will act as officers, employees, or agents of County. Provider does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 15.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and will not be attributable in any manner to County as a party to this Agreement.
- 15.7. Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.
- 15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 15.9. Amendments. Except as otherwise authorized in this Agreement, no modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and Provider or others delegated authority to or otherwise authorized to execute the document on their behalf; provided, however that the HSD Director or Deputy Director, may authorize amendments to the Scope of Services and related exhibits, that neither increase nor decrease the funding

authorized in the Agreement. However, the HSD Director or Deputy Director may make adjustments pursuant to Article 4 and Section 15.25 of this Agreement. Additionally, the Contract Administrator may administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

- 15.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.
- 15.11. Compliance with Laws. Provider and the services it provides must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- 15.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 15.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 15.14. Assignment. Except for subcontracting as provided in Exhibit D-1, "Scope of Services," neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County has the right to immediately terminate this Agreement.
- 15.15. Conflicts. Neither Provider nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

During the term of this Agreement, none of Provider's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons will not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section will not preclude Provider or any persons

in any way from representing themselves, including giving expert testimony in support of the representation, in any action or in any administrative or legal proceeding.

If Provider is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Provider must require its subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.

- 15.16. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 15.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated into this Agreement, the provisions of Articles 1 through 15 of this Agreement will prevail and be given effect.
- 15.18. Third-Party Beneficiaries. Neither Provider nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 15.19. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed in Exhibit A of this Agreement and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth in Exhibit A unless and until changed by providing notice of such change in accordance with the provisions of this section.
- 15.20. Drug-free Workplace. To the extent required under Section 21.31(a)(2) of the Broward County Administrative Code, or Section 287.087, Florida Statutes, Provider certifies that it will maintain a drug-free workplace program and that it will maintain a drug-free workplace program for the duration of this Agreement.
- 15.21. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement

between County and Provider, Provider will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

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

- 15.24. Publicity. Provider acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities (“Promotion Materials”) undertaken by Provider concerning the services funded by this Agreement must include the following statement: “The services provided by The School Board of Broward County, Florida is a collaborative effort between Broward County and The School Board of Broward County, Florida with funding provided by the Board of County Commissioners of Broward County, Florida, under an agreement.”

Provider will use the name “Broward County” and the official Broward County logo in all of Provider’s Promotional Materials related to the services funded by this Agreement. Provider’s requests for the official electronic version of the Broward County logo must be made to the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 or publicinfo@broward.org.

- 15.25. Emergency Conditions. Except where otherwise provided by law or where Provider is otherwise directed by appropriate authority, Provider will provide any supportive or recovery related service as requested by County during and after Emergency Conditions. These services include but are not limited to distributing food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or any other locations in Broward County as determined by County, through its Contract Administrator. Individuals who have been displaced or affected by the Emergency Conditions are referred to as “Disaster Evacuees.” Emergency Conditions include but are not limited to:

- 15.25.1. Any natural, technological, or terrorism-related disaster or emergency for which assistance is requested from Emergency Support Function (“ESF”) #6/Human Services Branch by the Broward Emergency Division, which starts when a State of Emergency is declared by federal, state, or local government; or
- 15.25.2. Any natural event, local or geographical in size, that (i) does not require assistance from the ESF #6/Human Services Branch by the Broward Emergency Division; or (ii) is not declared by federal, state, or local government as a State of Emergency but is declared by the County Administrator as an event that requires emergency supportive or recovery- related services on a large scale.

In the event of an Emergency Condition, the HSD Director or Deputy Director, in his or her sole discretion, has the authority during and after the Emergency Conditions to (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, or delete services under the Scope of Services and Exhibit D-1; (d) modify payment schedules throughout any term of this Agreement; (e) exercise an Option Period; and (f) extend the term of Agreement. All services provided under this Agreement by Provider during Emergency Conditions must be pursuant to the terms and conditions stated in the Agreement.

- 15.26. Discharge Planning. If Provider is a hospital district, mental health service provider, or law enforcement agency, or if Provider provides services such as hospital, jail, or mental health treatment beds, then Provider will participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.
- 15.27. Renegotiation. The Parties agree to renegotiate this Agreement if revision of any applicable law, regulation, or increase or decrease in allocations makes changes in this Agreement necessary.
- 15.28. Incorporation by Reference. The attached Exhibits and the Provider Handbook are incorporated and made a part of this Agreement.
- Provider will abide by all of the covenants and representations contained in its response to the Request for Proposals, Request for Letters of Interest, or Request for Applications (collectively, "Request"), upon which County has relied and upon which this Agreement is based, and Provider acknowledges that such covenants and representations in the Request will form, become a part of, and be incorporated by reference into this Agreement. If the Request or any of its portion conflicts with this Agreement, this Agreement will control and govern the interpretation of any conditions and terms.
- 15.29. Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Provider. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.
- 15.30. Breach of Representations. In entering into this Agreement, Provider acknowledges that County is materially relying on the representations and warranties of Provider stated in this article. County is entitled to recover any damages it incurs to the extent any such representation or warranty is false. In addition, if any such representation or warranty is false, County has the right, at its sole discretion, to terminate this Agreement without any further liability to Provider, to deduct from the compensation due Provider under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Provider under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.
- 15.31. Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required services under this Agreement, and that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate

governmental authorities, where required, and is sufficiently experienced and skilled in the area for which such person or entity will render services. Provider represents and warrants that the services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

15.32. Payable Interest.

15.32.1. Payment of Interest. County will not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims, and surrenders all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection will not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

15.32.2. Rate of Interest. If, for whatever reason, the preceding section is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

15.33. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Provider is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider will fully protect individually identifiable health information as required by HIPAA or HITECH, and if requested by County, Provider must execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. Where required, Provider must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of Provider's and County's uses of Client's PHI. The requirement to comply with this provision, HIPAA, and HITECH survives the expiration or earlier termination of this Agreement. Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.

15.34. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

15.35. Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15.36. Use of County Logo. Unless otherwise indicated in this Agreement, Provider must not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

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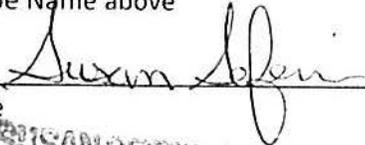
IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 13 day of September, 2018, and The School Board of Broward County, Florida, signing by and through its Chair duly authorized to execute same.

COUNTY

WITNESSES:

  
\_\_\_\_\_  
Signature **TAMARA BRANNAN**

Print/Type Name above

  
\_\_\_\_\_  
Signature **SUSAN SEFERIAN**

Print/Type Name above

Broward County, through its  
County Administrator

By   
\_\_\_\_\_  
Bertha Henry, County Administrator

19<sup>th</sup> day of November 2018

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

By:   
\_\_\_\_\_  
Karen S. Gordon  
Assistant County Attorney

11/14/18  
(Date)



KSG  
SBCC.19-CP-CSA-8267-02.a01  
10/29/18  
#60070

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA FOR FAMILY COUNSELING PROGRAM

PROVIDER

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

(Corporate Seal)

By: Nora Rupert  
Nora Rupert, Chair

ATTEST:

17<sup>th</sup> day of November, 2018

Robert W. Runcie (PR)  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques Adams  
Assistant General Counsel

Digitally signed by Kathelyn Jacques Adams, Esq.  
kathelyn.jacques.adams@browardschools.com  
Reason: Broward County - Agreement Number 19-  
CP 8267-02  
Date: 2018.10.11 13:59:18 -0400

## EXHIBIT A – AGREEMENT SPECIFICATIONS

Agreement #: 19-CP-CSA-8267-01

- I. Administering Division: Community Partnerships
- II. Beginning and Ending Dates:
- A. Initial Term: Commencing on October 1, 2018 and ending on September 30, 2019
- B. Option Period 1: If exercised, commences on October 1, 2019 and ends on September 30, 2020
- C. Option Period 2: If exercised, commences on October 1, 2020 and ends on September 30, 2021
- III. Maximum Funding Amounts:
- A. Initial Term: \$ 1,175,902.00
- B. Option Period 1: \$ 1,175,902.00
- C. Option Period 2: \$ 1,175,902.00
- D. Extension: Equal to a pro rata amount of the then existing annual funding amount.
- IV. PROVIDER's Representative: Supervisor, Family Counseling Program
- V. Official Payee: The School Board of Broward County, Florida  
600 SE 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
754-321-1588  
susan.n.vialpando@browardschools.com
- VI. Official Notification Designations:
- A. For County: Director, Community Partnerships Division  
115 South Andrews Avenue, Room A370  
Fort Lauderdale, Florida 33301
- B. For PROVIDER: Superintendent, The School Board of Broward County, Florida  
600 SE 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
Phone 754-321-2600  
robert.runcie@browardschools.com
- VII. Client Co-pay:  Required  Not required
- VIII. Match:  Required  Not required because enter reason not required.
- IX. Required Insurance Coverage (nongovernmental entities only):
- |  |  |                                 |
|--|--|---------------------------------|
| A. Commercial or General Liability:              | <input checked="" type="checkbox"/> Required | <input type="checkbox"/> Waived |
| B. Business Automobile Liability:                | <input checked="" type="checkbox"/> Required | <input type="checkbox"/> Waived |
| C. Professional Liability:                       | <input checked="" type="checkbox"/> Required | <input type="checkbox"/> Waived |
| D. Workers' Compensation & Employer's Liability: | <input checked="" type="checkbox"/> Required | <input type="checkbox"/> Waived |
- X. RFP/RLI/RFA Date: March 19, 2018 Published Title: FY 19 Request for Proposals General Services

**EXHIBIT B-1 – AUTHORIZED INVOICE SIGNATORS**

Agreement #: 19-CP-CSA-8267-02

The following individuals are authorized to sign monthly invoices and certification statements on behalf of the School Board of Broward County, Florida, "(Provider)" as required by this Agreement between County and Provider:

Susan Vialpando, Supervisor, Family Counseling Program  
 (Name and Title Typewritten)

Dr. Laurel E. Thompson, Director, Student Services Department  
 (Name and Title Typewritten)

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

See Regular School Board Meeting 11/07/18 Agenda (Attached)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Appearing below are samples of the authorized signatures.

Susan Vialpando 10/31/18  
 (Authorized Signature) (Date)

Laurel E. Thompson 10/30/18  
 (Authorized Signature) (Date)

Susan Vialpando, Supervisor  
 (Authorized Signature) (Date)

Laurel E. Thompson, Director  
 (Authorized Signature) (Date)

Witness Signature: \_\_\_\_\_  
 Signature: Andreea Chiniara  
 Name: ANDREEA CHINIARA  
 (Print or Type)  
 Date: 10-30-18

Witness Signature: \_\_\_\_\_  
 Signature: Hazel Chantel James  
 Name: Hazel Chantel James  
 (Print or Type)  
 Date: 10/30/18

EXHIBIT B-2 – CERTIFICATION OF EMPOWERMENT

Agreement #: 19-CP-CSA-8267-01

Nora Rupert, Chair (or current School Board Chair) and Robert W. Runcie, Superintendent of Schools  
(Name and Title Typewritten)

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

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

See Regular School Board Meeting 11/07/18 Agenda (Attached)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appearing below is a sample of the authorized signature.

Nora Rupert  
(Authorized Signature) Nora Rupert, Chair  
11/7/18  
(Date)

Robert W. Runcie  
(Authorized Signature) Robert W. Runcie, Superintendent of Schools  
11/7/18  
(Date)

Witness Signature:

Signature Betty McClary  
Name BETTY MCCLARY  
(Print or Type)  
Date 11/7/18

Witness Signature

Signature Christine Rodriguez Lopez  
Name Christine Rodriguez-Lopez  
(Print or Type)  
Date 11/7/18

**EXHIBIT C – CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

Agreement #: 19-CP-CSA-8267-01

The undersigned hereby swears under penalty of perjury that:

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

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

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

Dated \_\_\_\_\_, 20\_\_

Provider:

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF            )  
                              ) SS  
COUNTY OF        )

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

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

(NOTARY SEAL)

## EXHIBIT D-1 – SCOPE OF SERVICES

Provider: The School Board of Broward County, Florida

Program: Family Counseling Program ("FCP")

Program #: 1

### I. Scope of Services:

A. Program description: Provider's Family Counseling Program (FCP) provides Mental Health counseling services to students who experience problems with academics. The intent of FCP is to improve the student's social and emotional functioning; reduce family stress brought on by the student's mental and behavioral health needs; and, decrease their out-of-home placements and more restrictive levels of treatment.

B. Target population: Students ages 3 through the 22nd birthday who reside in Broward County and are currently enrolled in a public, private, charter, virtual, or home school ("Clients"), who have an Emotional/Behavioral Disability ("E/BD"); who may have family dysfunction; or who may have high-risk behaviors, such as bullying, suicidal ideations/gestures or substance use.

1. Eligibility criteria: Students enrolled in a school (public, private, charter, virtual, home-school) in Broward County are eligible for services who have a mental health disorder(s) that result in impairment in functioning, E/BD, or both. Current or past traumatic stress may also be a factor with the student's mental health.

2. Documentation of eligibility: Provider must screen all Clients for eligibility as outlined in the Provider Handbook. The Provider must retain supporting documentation of eligibility in each Client's file..

C. Provider must provide program services under this Agreement to a minimum of 2,645 unduplicated Clients annually.

D. Standards and Other Requirements: Provider will adhere to the standards and other requirements below and as set forth in the Contract Adjustments, as applicable, and the Provider Handbook.

#### 1. Standards:

a. Provider will utilize an Evidenced Based Practices (EBP) in the delivery of services, based on Client need. The EBP must include a Brief Strategic Family Therapy (BSFT) model of treatment as described in the Provider Handbook.

b. Pursuant to Section 4.5.1, Provider will solely use the unit of service to meet the County's ten percent (10%) match requirement. The certification is attached as Exhibit G, incorporated by reference and made part of this Agreement.

#### 2. Other Requirements:

a. Provider will register staff to receive alerts regarding revisions to the Provider Handbook and related documents through:

**AccessBROWARD <https://access.broward.org/About.aspx>.**

b. Provider will utilize the Children's Global Assessment Scale (C-GAS) and Client-Family Scale to assess the Client's level of improvement in social and emotional functioning.

- c. Provider will ensure that FCP Clients complete a survey to determine whether they were placed in a hospital, residential treatment center, DJJ facility, or removed from the home within (3) three months following discharge from the FCP. Provider will ensure that the Clients complete the survey within three (3) months after program completion.
  - d. Provider will utilize the Provider's Virtual Counselor, BASIS, Pinnacle Grade Book, and Client's Behavior Checklists to track Client progress.
  - e. Provider will provide supervision and on-going training to FCP staff to ensure fidelity of the EBP used by the program.
  - f. Provider will refer Clients who have a severe mental health disorders or psychopathology considered inappropriate for short-term intervention to community agencies for services.
- E. Services to be Provided: Provider will provide the following services, as detailed in this section or in any applicable Contract Adjustment:

- 1. Family Counseling (Taxonomy Number-RF-2000)
- 2. Individual Counseling (Taxonomy Number-RF-3300)

The Cost per Unit of Service, Required Staff Credentials/Licensure, and Unit Definition are stated in the Taxonomy Definitions Credentials outlined in the Provider Handbook at:  
<http://www.broward.org/HumanServices/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx>.

- F. Subcontracting:  None requested/allowed
- G. Location(s), days, and hours of service: Provider provides services Monday through Friday, excluding school holidays, from 7:00 a.m. to 8:00 p.m. during the Provider school year on days when school is in session, (based on the approved Provider calendar each year as posted on browardschools.com). Provider will provide services during the summer term as identified by the approved Provider calendar, Monday through Thursday, from 12:00 p.m. to 8:00 p.m. at Community School sites. Provider will submit a list of specific summer locations to the Contract Administrator by June 1, 2019 for the initial term and by June 1<sup>st</sup> for each subsequent option period. A complete list of Community School sites is posted at [www.browardcommunityschools.com](http://www.browardcommunityschools.com). Morning hours, prior to 12:00 p.m., are available upon request. Specific hours of operation may vary across the Family Counseling Program Centers. Provider will provide services at the locations indicated below. Sites may be added or removed from the list below upon written notification to the Contracts/Grants Administrator. Provider must submit a written request prior to changing site locations that includes the reasons for the change and how it will affect the delivery of services for Clients/Families.

The following is a list of the Family Counseling Centers:

<u>School</u>	<u>Street Address</u>	<u>City</u>
Apollo Middle School	6800 Arthur Street	Hollywood
Blanche Ely High School	1201 NW 6 Avenue	Pompano Beach
Boyd Anderson High School	3050 NW 41 <sup>st</sup> Street	Lauderdale Lakes
Broward County Resiliency Center	10561 Trails End	Parkland
Charles W. Flanagan High School	12800 Taft Street	Pembroke Pines

Coconut Creek High School	1400 NW 44 <sup>th</sup> Avenue	Coconut Creek
Cooper City High School	9401 Stirling Road	Cooper City
Coral Glades High School	2700 Sportsplex Drive	Coral Springs
Coral Springs High School	7201 W Sample Road	Coral Springs
Cypress Run Education Center	2800 NW 30 Avenue	Pompano Beach
Crystal Lake Middle School	3551 NE 3 <sup>rd</sup> Avenue	Pompano Beach
Deerfield Beach High School	910 SW 15 <sup>th</sup> Street	Deerfield Beach
Dillard 6-12	2501 NW 11 <sup>th</sup> Street	Fort Lauderdale
Everglades High School	17100 SW 48 <sup>th</sup> Court	Miramar
Fort Lauderdale High School	1600 NE 4 <sup>th</sup> Avenue	Fort Lauderdale
Hallandale High School	720 NW 9 <sup>th</sup> Avenue	Hallandale
Hollywood Hills High School	5400 Stirling Road	Hollywood
Indian Trace Elementary School	400 Indian Trace	Weston
J.P. Taravella High School	10600 Riverside Drive	Coral Springs
Lanier James Elementary School	1050 NW 7 Court	Hallandale
Lauderhill 6-12	1901 NW 49 <sup>th</sup> Avenue	Lauderhill
Miramar High School	3601 SW 89 <sup>th</sup> Avenue	Miramar
Monarch High School	5050 Wiles Road	Coconut Creek
New River Middle School	3100 Riverland Road	Fort Lauderdale
New Renaissance Middle School	10701 Miramar Boulevard	Miramar
Northeast High School	700 NE 56 <sup>th</sup> Street	Oakland Park
Pine Ridge Education Center	1251 SW 42 Avenue	Fort Lauderdale
Pines Middle School	200 NW Douglas Road	Pembroke Pines
Piper High School	8000 NW 44 <sup>th</sup> Street	Sunrise
Plantation High School	6901 NW 16 <sup>th</sup> Street	Plantation
Stoneman Douglas High School	5901 Pine Island Road	Parkland
South Broward High School	1901 N. Federal Highway	Hollywood
South Plantation High School	1300 Paladin Way	Plantation
Stranahan High School	1800 SW 5 <sup>th</sup> Place	Fort Lauderdale
Walter C Young Middle School	901 NW 129 <sup>th</sup> Avenue	Pembroke Pines
West Broward High School	500 NW 209 <sup>th</sup> Avenue	Pembroke Pines
West Glades Middle School	11000 Holmberg Road	Parkland
Western High School	1200 SW 136 <sup>th</sup> Avenue	Davie

H. Commission Districts: At the date of execution of this Agreement, Provider service hub(s) are located in the following Commission District(s): 7

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

A. Units for Initial Term of Agreement: N/A

Units for Option Period 1, if exercised: N/A

Units for Option Period 2, if exercised: N/A

Units per Extension, if exercised: Will be equal to a pro rata number of units of the then current annual units per service.

B. \$ Amount for Initial Term of Agreement: \$ 1,175,902.00

\$ Amount for Option Period 1, if exercised: \$ 1,175,902.00

\$ Amount for Option Period 2, if exercised: \$ 1,175,902.00

\$ Amount per Extension, if exercised: Will be equal to a pro rata amount of the then current annual funding amount.

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

[Remainder of Page Intentionally Left Blank]

**EXHIBIT D-2 – OUTCOMES**

<b>Program Name</b>	<b>Service Name/ Taxonomy</b>	<b>Outcomes</b>	<b>Indicators</b>	<b>Data Source</b>	<b>Data Collection Method</b>
Family Counseling Program	Individual Counseling (FR-3300)	Clients improve social and emotional functioning.	80% of Clients served for at least four (4) sessions during the quarter for individual issues, demonstrate improvement in at least one targeted area of the treatment plan.	Children’s Global Assessment Scale (C-GAS).	The assigned Provider FCP therapist completes a C-GAS for every Client during admission. The C-GAS is completed again each quarter for Clients who are served for at least 4 sessions during the quarter. Provider staff compiles data and reports quarterly.  Calculation: Number of Clients served for at least 4 sessions during the quarter for individual issues, who demonstrate improvement in at least one targeted area of the treatment plan/ Total number of Clients who completed the CGAS and were served for at least 4 sessions during the quarter.
			80% of Clients served for at least four (4) sessions during the quarter for family issues, demonstrate improvement in at least one targeted area of the treatment plan.	Client-Family Scale	Each member of the Clients’ family completes the Client-Family Scale at the end of each session. Provider staff compiles the data and reports quarterly.  Calculation: Number of Clients’ families served for at least 4 sessions during the quarter who demonstrate improvement in at least one targeted area of the treatment plan and complete the Client Family Scale / Total number of Client families who completed the Client-Family Scale and were served for at least 4 sessions during the quarter.
	Individual Counseling (FR-3300)  And  Family Counseling (FR-2000)	Clients remain in the community (are not hospitalized or placed in a residential treatment center or DJJ facility)	80% of Clients who complete the program are not placed in a hospital, residential treatment center or DJJ facility within 3 months post-discharge.	Report from Client and/or family members.	The assigned Provider FCP Therapist conducts follow-up survey with Client Families at 3 months post discharge. Provider staff compiles data and reports quarterly.  Calculation: Number of Clients who complete the program are not placed in a hospital, residential treatment center or DJJ facility within 3 months post-discharge / Total number of Clients discharged/transferred who complete the program.
		Clients improved school performance.	80% of Clients with school-related problems served for at least four (4) sessions during the quarter, improve in at least one targeted area of school performance.	Broward School’s Virtual Counselor/BASIS, Pinnacle Grade Book Systems, behavior checklists.	The assigned Provider FCP Therapist collects information on Client’s school performance using the Broward School’s Virtual Counselor/BASIS, Pinnacle Grade Book System, and behavior checklists from parents. Provider staff compiles data and reports quarterly.  Calculation: Number of Clients with school-related problems served for at least 4 sessions during the quarter who improve in at least one targeted area of school performance / Total number of Clients with school-related problems served for at least 4 sessions during the quarter.

**EXHIBIT E – REQUIRED REPORTS AND SUBMISSION DATES**

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy		1 copy
Blank Client Satisfaction Survey		1 copy
Certificate of Insurance/Certification of Coverage		1 copy
Invoice and supporting documentation	<p>15<sup>th</sup> day of each month</p> <p>The original invoice with <b><u>ALL Supporting Documentation</u></b> is either hand delivered to the Contract Manager or mailed to:                      Broward County, Community Partnerships Division                      115 S. Andrews Ave, Annex A360                      Fort Lauderdale, FL 33301                      Attn: Contract Administrator (<i>Be sure to include the Contract Administrator's Name</i>)</p> <p>The Invoice, <b><u>without</u></b> supporting documentation, is either e-mailed to <a href="mailto:AccountsPayable@broward.org">AccountsPayable@broward.org</a> or mailed to:                      Broward County Commission                      P.O. Box 14740                      Ft. Lauderdale, FL 33302-4740</p> <p>If needed, final reconciled invoice due annually on November 15<sup>th</sup>.</p>	Original plus 1 copy
Outcomes Report	15th day of month after the end of each quarter (Jan., Apr., July, Oct.)	Original plus 1 copy
Client Demographic Report		Original plus 1 copy
Certification of Coverage	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statement	Due within 270 days after the close of Provider's fiscal year end; submit to Repository and copy to CGA	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Compiled Client Satisfaction Survey Report	July 15 <sup>th</sup> of each year	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help on behalf of The Coordinating Council of Broward	1 copy

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

**EXHIBIT F – CONTRACT ADJUSTMENT**

Contract Adjustment No. 1

Under Agreement Number 19-CP-SBBC-CSA-8267-01

Between Broward County and The School Board of Broward County, Florida

Change Type: \_\_\_\_\_

1. This Contract Adjustment is issued pursuant to the Agreement dated \_\_\_\_ between Broward County (hereinafter referred to as "County") and Provider Legal Name ("Provider") for Agreement Title ("Agreement").
2. This Contract Adjustment authorizes Provider to provide the services detailed in Attachment I to this Contract Adjustment as authorized in the Agreement.
3. Compensation will be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of this Agreement.
4. This Contract Adjustment will be effective \_\_\_\_\_ (to be inserted).
5. The terms and conditions of the Agreement are hereby incorporated into this Contract Adjustment. Except as expressly set forth herein, nothing contained in this Contract Adjustment will alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Adjustment No. **enter number:** Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and Provider, signing by and through its \_\_\_\_\_ duly authorized to execute same.

**County**

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

By \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Provider**

The School Board of Broward County, Florida

By \_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
(Print Name)  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Legal form Approved:  
\_\_\_\_\_

Attached hereto: ATTACHMENT I TO CONTRACT ADJUSTMENT NUMBER \_\_\_\_\_



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR FAMILY COUNSELING PROGRAM**  
Agreement Number: 19-CP-CSA-8267-02

This is the First Amendment ("First Amendment") to an agreement between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a school board ("Provider") (collectively, the "Parties"), for Family Counseling Program (the "Agreement").

**RECITALS**

- A. The Parties entered into the original Agreement on November 19, 2018.
- B. The Parties desire to amend the Agreement to increase funding and the number of Clients to be served during the Initial Term.

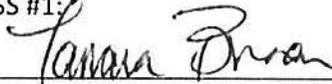
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. For purposes of this First Amendment, the annual maximum amount payable by County will not exceed One Million Five Hundred Sixty-five Thousand Two Hundred Two Dollars (\$1,565,202) for the Initial Term.
- 2. For purposes of this First Amendment, Provider must provide services to a minimum of 3,521 unduplicated Clients during the Initial Term.
- 3. This First Amendment is effective June 1, 2019. Except as expressly amended, all terms and conditions of the Agreement remain in full force and effect.
- 4. The Parties jointly prepared this First Amendment.
- 5. This First Amendment may be executed in multiple originals and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

[Remainder of Page Intentionally Left Blank]

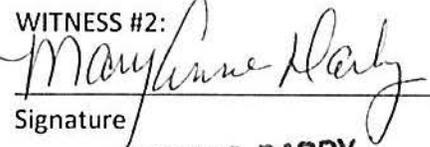
IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to the Agreement for Family Counseling Program on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 11<sup>th</sup> of June 2019, and The School Board of Broward County, Florida, signing by and through its Chair duly authorized to execute same.

COUNTY

WITNESS #1:  
  
Signature  
**TAMARA BRANNON**  
Print Name of Witness

Broward County, by and through  
its County Administrator  
By   
Bertha Henry, County Administrator

24<sup>th</sup> day of September, 2019

WITNESS #2:  
  
Signature  
**MARYANNE DARBY**  
Print Name of Witness

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

By   
Sandy Steed  
Assistant County Attorney  
9/17/19 (Date)



SS/bh  
SBBC 19-CP-CSA-8267-02.am01  
06/11/19; 08/21/19  
#60070

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR FAMILY COUNSELING PROGRAM.

PROVIDER

The School Board of Broward County, Florida

(SEAL OR NOTARY)

By   
Heather P. Brinkworth, Chair

ATTEST:  
  
Robert W. Runcie, Superintendent of Schools

4<sup>th</sup> day of September, 2019

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq.  
kathelyn.jacques-adams@browardschools.com  
Reason: Broward County - First Amendment - Family  
Counseling Program (2)  
Date: 2019.08.26 15:59:18 -04'00'

Office of the General Counsel

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR FAMILY COUNSELING PROGRAM**

Agreement Number: 19-CP-CSA-8267-02

This is the Second Amendment ("Second Amendment") to an agreement between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a school board ("Provider") (collectively, the "Parties"), for Family Counseling Program Services (the "Agreement").

**RECITALS**

- A. The Parties entered into the Agreement on November 19, 2018.
- B. The Parties entered into a First Amendment to the Agreement on September 24, 2019, to increase funding and the number of Clients to be served during the Initial Term.
- C. The Parties now desire to amend the Agreement to exercise Option Period 1 and increase the funding amount and number of Clients to be served during Option Period 1.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

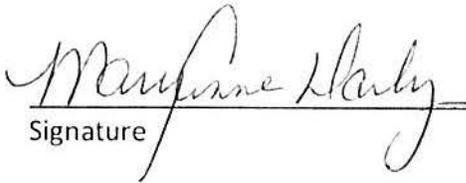
- 1. The Parties exercise Option Period 1 that begins October 1, 2019, and ends September 30, 2020.
- 2. The annual maximum amount payable by County will not exceed One Million Five Hundred Thousand Dollars (\$1,500,000) during Option Period 1.
- 3. Provider must provide services to a minimum of 3,370 unduplicated Clients during Option Period 1.
- 4. This Second Amendment is effective October 1, 2019. Except as expressly amended, all terms and conditions of the Agreement remain in full force and effect.
- 5. The Parties have jointly prepared this Second Amendment.
- 6. This Second Amendment may be executed in multiple originals and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment to the Agreement between Broward County and The School Board of Broward County, Florida, for Family Counseling Program Services, on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 10<sup>th</sup> of September 2019, and The School Board of Broward County, Florida, signing by and through its Chair duly authorized to execute same.

COUNTY

WITNESS #1:

  
Signature

MARYANNE DARBY

Print Name of Witness

Broward County, by and through  
its County Administrator

By:   
Bertha Henry, County Administrator

10<sup>th</sup> day of February, 2020

WITNESS #2:

  
Signature

MATTHEW EATON

Print Name of Witness

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

By:  2/4/2020  
Maya Moore (Date)  
Assistant County Attorney

MAM/bh  
SBBC 19-CP-CSA-8267-02.am02  
09/18/19  
#60070



SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR FAMILY COUNSELING PROGRAM SERVICES.

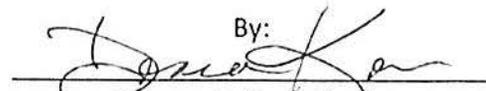
PROVIDER

The School Board of Broward County, Florida

(SEAL OR NOTARY)

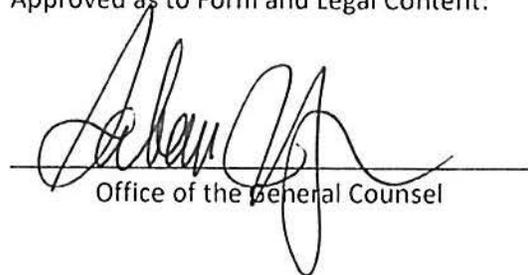
ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By:   
Donna P. Korn, Chair

10<sup>th</sup> day of December, 2019

Approved as to Form and Legal Content:

  
Office of the General Counsel