

UNIT OF SERVICE

AGREEMENT

Between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

BEHAVIORAL HEALTH

Contract Number 07-CSAD-8267-01

UNIT OF SERVICE

AGREEMENT

Between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

BEHAVIORAL HEALTH

This is an Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a school board, hereinafter referred to as "PROVIDER."

WHEREAS, this Agreement will enable PROVIDER to provide services, not otherwise funded by another public funding source; and

WHEREAS, funding given to PROVIDER has been found and declared to be for a County and public purpose by the Board of County Commissioners of COUNTY;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - means this document, Articles 1 through 32, inclusive, the "Whereas" clauses recited above, and all exhibits, addendum, and attachments that are expressly incorporated by reference.
- 1.2 BIN – Broward Information Network.
- 1.3 BIN Administrator - The Broward County Administrator, the Director of the Broward County Human Services Department (also referred to herein as "Human

Services”), or the designee of such County Administrator or Director. The primary responsibilities of the BIN Administrator are to coordinate and communicate with PROVIDER and to manage and supervise execution and completion of the Scope of Participation and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the BIN Administrator; provided, however, that such instructions and determinations do not change the Scope of Participation, except as otherwise provided in this Agreement.

- 1.4 Board - The Broward County Board of County Commissioners.
- 1.5 Contract Administrator - The Broward County Administrator, the Director of the Broward County Human Services Department (also referred to herein as “Human Services”), or the designee of such County Administrator or Director. The title of such Contract Administrator will be shown in the “Notices” section in Section 32.4 of Article 32. The primary responsibilities of the Contract Administrator are to coordinate and communicate with PROVIDER and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services, except as otherwise provided in this Agreement.
- 1.6 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 Scope of Services - The Scope of Services consists of the services as referenced in Article 3.

ARTICLE 2

TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2006 through September 30, 2007 (“Initial Term”). This Agreement may be renewed for up to two (2) additional one-year periods (each individually referred to as an “Option Period”) at the sole option of COUNTY’s Contract Administrator. The Contract Administrator must notify PROVIDER of renewal, in writing, at least thirty (30) calendar days prior to the expiration of the then current term of this Agreement. The Initial Term and both Option Periods shall be collectively referred to as “Agreement Term.” This Agreement may extend beyond a single fiscal year of COUNTY at the sole option of COUNTY which option may be exercised in writing

by COUNTY's Contract Administrator but in no event shall this extension extend beyond one (1) fiscal year of COUNTY. However, this Agreement may be terminated in accordance with the provisions contained in Article 7.

PROVIDER understands and acknowledges that, although its performance shall be considered by COUNTY in evaluating any renewal, the initial funding will only be for the Initial Term stated herein. Option Period funding from the COUNTY shall be contingent upon the following:

- a. Continued demonstrated and documented need for the services or priority area of funding;
- b. Satisfactory program performance and utilization by PROVIDER;
- c. Demonstrated financial stability by PROVIDER; and
- d. The availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes, as amended from time to time.
- e. Satisfactory contract compliance by PROVIDER.

PROVIDER and COUNTY agree that the COUNTY's Contract Administrator, in his/her sole discretion, shall determine whether the contingencies listed above in this Section 2.2 have been fulfilled prior to COUNTY's Contract Administrator exercising COUNTY's option to renew for any subsequent renewal period.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 PROVIDER agrees to provide the services set forth in each Exhibit D, Scope of Services, for each service category funded by this Agreement and to meet the outcomes as set forth in Exhibit D-1. PROVIDER shall notify COUNTY in writing prior to opening, closing, or relocating a service site listed under Exhibit D, Scope of Services, no less than thirty (30) calendar days prior to a change pursuant to the notice requirements of Section 32.4 of this Agreement. COUNTY reserves the right, through its Contract Administrator, to approve the location of services and the change in the location of such services.
- 3.2 At the request of Contract Administrator, PROVIDER agrees to participate in COUNTY's Human Services client information software system along with COUNTY and other health and human services organizations that receive funds from COUNTY. PROVIDER agrees to work with COUNTY in an effort to eliminate duplication in services and personnel among agencies. PROVIDER agrees to work with COUNTY to ensure that all federal, state, and local laws

regarding confidentiality are adhered to in collecting and reporting client information. PROVIDER agrees to use its staff who provide case management functions, in a coordinated effort with COUNTY and other health and human services providers so that staff, who provide case management functions are assigned at the client's first point of entry into the human services network. Staff shall will be responsible for: 1) coordinating services to specified families and households; and 2) conducting follow-up activities designed to prevent recipients of health and human services from becoming dependent on the system again after restorative services are completed.

- 3.3 PROVIDER agrees to attend seminars and/or training sessions as requested by COUNTY's Contract Administrator.
- 3.4 PROVIDER further agrees to comply with the Monitoring Requirements specified on Exhibit D-2.
- 3.5 PROVIDER represents to COUNTY for its reliance thereupon that it has established and implemented policies and procedures that ensure compliance with the following security standards and any and all applicable state and federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:
 - A. There is a controlled and secure area for storing and maintaining active and inactive client files and medical records;
 - B. Client records are not removed from the PROVIDER's premises, unless otherwise required by law or as otherwise authorized by PROVIDER'S written policies and procedures subject to advance written approval by the Contract Administrator of such policies and procedures;
 - C. Access to client records is restricted to authorized personnel of the PROVIDER and authorized personnel of the COUNTY as such personnel is approved in advance in writing by the Contract Administrator;
 - D. Records are not left unattended in areas accessible to unauthorized individuals;
 - E. Access to electronic data is controlled in terms of the user being authorized to use the system and that data is limited to that which user is authorized to view or change;
 - F. Written consent or authorization, signed by the client, is obtained for release of client records and/or information unless otherwise required by law;

- G. Requests by clients to view their personal files and medical records must be honored in a timely manner and must be reviewed in the presence of an authorized staff person of PROVIDER;
- H. An orientation is provided to new staff persons, employees, and volunteers. Each of PROVIDER's employees and volunteers must sign an acknowledgement of PROVIDER's confidentiality policies and procedures acknowledging his/her awareness and understanding of confidentiality laws, regulations, and policies;
- I. Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the designated Human Services client information system are established; and
- J. Procedures, as applicable, are developed and implemented that address client file and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

ARTICLE 4

FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum amount payable for each term by COUNTY for the Initial Term and each Option Period respectively under this Agreement shall be One Million Ninety-One Thousand Nine Hundred Forty-Four Dollars (\$1,091,944.00) ("Contract Amount"). The Contract Administrator has the authority and sole discretion, at any time, to reduce the maximum funding allocated under this Agreement in the event of PROVIDER's underutilization of funds during the Initial Term and any Option Periods. Option Period funding may be reduced due to underutilization, at the sole discretion of the Contract Administrator, either via notification of renewal pursuant to Section 2.1, or later in the Option Period as described in this paragraph. To the extent practicable, adjustments made pursuant to this paragraph must be made via formal amendment which may be signed by the Contract Administrator on behalf of COUNTY. However, if formal amendment is not practicable, Contract Administrator must notify PROVIDER in writing of such adjustment (including corresponding revisions to the maximum units of service) no later than ten (10) calendar days prior to its effective date.

The Director of the COUNTY's Human Services Department or designee has the authority, in his/her sole discretion, to make adjustments to: (a) the maximum renewable funding for any Option Period under this Agreement; (b) the maximum

funding under this Agreement; (c) the maximum funding allocated to any particular service category funded under this Agreement; and (d) payment schedules throughout the Agreement Term. Such authority and discretion are to be exercised for the purpose of maximizing expenditure of COUNTY funds. Such adjustments may be triggered by underutilization by PROVIDER; availability of funds; or any other reason in furtherance of the objectives of the COUNTY's Human Services Department. Such adjustments may be made in writing and signed by such Director or designee on behalf of the COUNTY notifying PROVIDER in writing of such adjustments (including corresponding revisions to the maximum units of service) at least ten (10) calendar days prior to its effective date.

PROVIDER understands and acknowledges that, although its performance under this Agreement will be considered by COUNTY in evaluating future funding requests, COUNTY funding under this Agreement relates exclusively to the Initial Term specified in Article 2 herein and that COUNTY, by entering into this Agreement with PROVIDER, assumes no obligation whatsoever with respect to further or future funding to this PROVIDER.

- 4.2 PROVIDER shall pay its subcontractors and suppliers prior to submitting an invoice requesting payment from the COUNTY for such subcontracted work or supplies unless PROVIDER documents any dispute on Exhibit C, Certification of Payments to Subcontractors and Suppliers, and submits such exhibit to the COUNTY.

If PROVIDER has been authorized in accordance with Article 11 to use Subcontractors or if PROVIDER uses any suppliers of materials for the provisions of the required services herein, PROVIDER shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers in the form attached hereto as Exhibit "C". The certification shall be accompanied by a copy of the notification sent to each subcontractor and suppliers listed in item 2 of the form, explaining the good cause why payment has not been made.

PROVIDER agrees that nonpayment of a subcontractor or supplier as required by Section 4.2 herein shall be a material breach of this Agreement and that COUNTY may, at its option, withhold progress payments unless and until PROVIDER demonstrates timely payments of sums' due to such subcontractors or suppliers. PROVIDER agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when PROVIDER demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.

- 4.3 COUNTY agrees to pay for units of service actually delivered, invoiced, and documented as specified in Exhibit D, Scope of Services, as provided herein. An

original invoice plus one copy with supporting documentation provided through COUNTY's designated Human Services client information software system or as otherwise agreed to in writing by the Director of Human Services or designee are due on or before the fifteenth (15th) day, or the next business day in the event the 15th day falls on a weekend or County holiday, of the month following the month in which services were rendered. The final invoice for services for each contract year shall be submitted within forty-five (45) calendar days after conclusion of that contract year. The Contract Administrator may authorize manual billing as performed prior to the operation of the designated Human Services client information software system if PROVIDER lacks access to the designated Human Services client information software system through no fault of PROVIDER as determined by the Contract Administrator in his/her sole discretion. COUNTY agrees to reimburse PROVIDER on a monthly billing basis, subject to the provisions in Article 4 herein. In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms, prescribed by COUNTY, in Exhibit E-1, Contracted Service Invoice, and Exhibit E-2, Required Service Documentation, or through the communication system as provided through COUNTY's Human Services client information software system or as otherwise agreed to in writing by the Director of Human Services. If PROVIDER has clients who choose in writing not to authorize entry of their data into the designated Human Services client information software system, PROVIDER may provide manual invoices and Monthly Report of Services for those clients only. Invoices and/or documentation returned to PROVIDER for corrections or late submission thereof shall be cause for delay in receipt of payment. COUNTY shall pay PROVIDER within thirty (30) calendar days of receipt of PROVIDER's properly submitted invoice in accordance with the provisions of COUNTY's Prompt Payment Ordinance 89-49. Further, COUNTY may deduct any monies due from PROVIDER from any outstanding invoice, whether contained in this Agreement or in another agreement PROVIDER maintains with COUNTY, as a result of a monitoring or other situation where COUNTY identifies money due from PROVIDER to COUNTY.

- 4.4 In residential placements, if applicable, COUNTY agrees to pay for the day of admission, each day in residence, but not the day of discharge. COUNTY is under no obligation to pay for days client is not in residence, unless specified in Exhibit D, Scope of Services. Client(s) shall have the meaning as defined in Exhibit D, Scope of Services.
- 4.5 The certification statement on the monthly invoice submitted by PROVIDER shall be signed by an authorized person as referenced in Exhibit A, Authorized Invoice Signators.
- 4.6 In the event this Agreement provides for more than one service, taxonomy, or program, the Contract Administrator may increase or decrease funding within any

service, taxonomy, and/or program(s), at any time, upon written notice to PROVIDER. The total of each adjustment shall not exceed twenty percent (20%) of the total Contract Amount. However, Contract Administrator can never increase funding in excess of the Contract Amount.

- 4.7 Invoices and/or documentation returned to PROVIDER for corrections shall not be considered as submitted and shall be cause for delay in issuance of payment by the COUNTY without the accrual of interest on any payments owed by COUNTY to PROVIDER. Submission of accurate, timely documentation and other requested information as required by the COUNTY shall be considered a factor in evaluating future funding requests.
- 4.8 COUNTY, through its Contract Administrator, in his/her sole discretion, may, in writing suspend payments to PROVIDER if PROVIDER is not in compliance with material terms of this Agreement. Express identification of certain terms herein as material shall not be construed to mean that other terms herein are not material. Suspension of payment by COUNTY may last through the duration of noncompliance by PROVIDER as such noncompliance is determined solely by Contract Administrator in his/her sole discretion and any suspended payments shall not be subject to the payment of interest by COUNTY.
- 4.9 PROVIDER shall provide signature authorizations to COUNTY as shown in Exhibit A, Authorized Invoice Signators, and Exhibit B, Certification of Empowerment, attached. Should it become necessary for PROVIDER to replace signators, a notarized copy of the authorizing resolution as passed by PROVIDER's Board of Directors or Trustees shall be submitted to Contract Administrator, along with replacement Exhibit A, Authorized Invoice Signators, and Exhibit B, Certification of Empowerment, copies of which may be obtained from Contract Administrator. A letter from the President of the Board of Directors or Trustees setting forth the reason for the action must accompany the notarized copy of the resolution. Both items must be submitted to Contract Administrator on or before the fifteenth (15th) day of the month following replacement of the signators.
- 4.10 PROVIDER represents to COUNTY that no other reimbursement fund is available or used for invoiced services, and COUNTY has relied upon that representation. PROVIDER must assure that funding under this Agreement will not supplant any existing programs and resources, and is used as funding of last resort. This Agreement specifically excludes Medicaid covered services provided to Medicaid certified clients. This Agreement also specifically excludes services covered by Medicaid, Medicare or other third party payers. PROVIDER shall bill and pursue collection (where applicable) of third party and client payments for services rendered under this Agreement. In the event COUNTY pays PROVIDER for a service which at the time of billing was not provided to a client who was certified by Medicaid, Medicare, or other third party payer, but who later

becomes Medicaid certified, Medicare certified or some other third party payer is found to be a source of payment (Third Party Certified) and PROVIDER is paid by Medicaid, Medicare, or such other third party funding source ("Third Party Payment") for the service which was also paid by COUNTY, then PROVIDER agrees to deduct the amount billed and paid by COUNTY ("County Payment") on its next invoice immediately following such Third Party payment. In the event, PROVIDER has submitted a final invoice or has not submitted an invoice to the COUNTY under this Agreement within thirty (30) calendar days of receipt by PROVIDER of the Third Party Payment, then PROVIDER agrees to reimburse COUNTY in the amount of the COUNTY's Payment within thirty (30) calendar days of receipt by PROVIDER of the Third Party Payment. Additionally, PROVIDER must note in the client's file the date upon which a client became Third Party Certified. PROVIDER shall keep accurate and complete records of any fee collected, reimbursement, or compensation of any kind including in-kind compensation received from any client or other third party, for any service covered by this Agreement, and shall make all such records available to COUNTY upon demand. PROVIDER shall report such fee, reimbursement, compensation or funding to COUNTY for such payments received by deducting the full amount of such reimbursement from PROVIDER's invoices using Exhibit E-1, Contracted Service Invoice within thirty (30) calendar days of receipt by PROVIDER of the Third Party Payment.

- 4.11 All equipment purchased pursuant to this Agreement shall be reported to COUNTY on the invoice as an attachment to Exhibit E-1, Contracted Services Invoice, (and/or as otherwise approved in advance and in writing by Contract Administrator) listing in detail the kind and type, serial number, cost, and any other data Contract Administrator so designates. No equipment shall be disposed of without the Director of Human Services' prior written approval. In the event of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, insolvency of PROVIDER, or the expiration or earlier termination of this Agreement, with or without cause, the title and ownership of all existing property acquired with funds from this Agreement shall immediately and automatically be vested in COUNTY in the name of "Broward County" as Grantor. Any existing property vesting in COUNTY must be delivered to Contract Administrator at the place designated in a written request by Contract Administrator within ten calendar (10) days from the written request. It is PROVIDER's sole responsibility to immediately notify the Contract Administrator in writing of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, or the insolvency of PROVIDER.

- 4.12 All payments shall be made solely in the name of the PROVIDER as the official payee. The name and address number of the official payee to whom payment shall be made for PROVIDER is:

The School Board of Broward County
1643 N. Harrison Parkway
Building H
Sunrise, FL 33323

Telephone Number: (754) 322-3153

PROVIDER may change any of the information provided under Section 4.12 herein by providing written notice of such change to Contract Administrator using the notice procedure under Section 32.4, "Notices." PROVIDER shall provide its federal identification number on the form provided by Contract Administrator at the time of PROVIDER's execution of this Agreement.

- 4.13 It is PROVIDER's sole responsibility to advise Contract Administrator, in writing, of changes in name, address, and/or telephone number, including changes of administrative and service locations within ten (10) calendar days of such change. Failure of PROVIDER to provide such timely written notice shall be regarded as a material breach of this Agreement.
- 4.14 COUNTY agrees to reimburse for only nine (9) out of ten (10) units actually delivered, invoiced, and documented at the unit price specified in Exhibit D. The total number of units of service to be billed during each term of this Agreement shall not exceed the units specified in paragraph V, Maximum Number of Units to be Provided, of Exhibit D. PROVIDER shall provide written documentary proof of the match on or before the due date of the invoice(s) which include(s) the last applicable matching payment due from COUNTY to PROVIDER. Such proof shall also include such documentation as the Contract Administrator may require in his/her sole and absolute discretion. To the extent that PROVIDER fails to provide such written documentary proof, then the required matching amount shall be deducted from any amounts due and owing by COUNTY to PROVIDER under this Agreement or any other agreements between the parties. Section 4.14 shall not apply to agreements where PROVIDER contracts with the COUNTY for its using division, Children's Services Administration Division.

ARTICLE 5

PARTICIPATION IN HUMAN SERVICES CLIENT INFORMATION SOFTWARE SYSTEM

- 5.1 As a recipient of funds from the COUNTY, PROVIDER agrees to be a participant in the designated Human Services client information software system, hereinafter referred to as designated Human Services client information software system,

subject to the following terms and conditions. In the event that the PROVIDER, its Registered Users, employees, agents or volunteers violate the provisions of this Article 5 herein and/or the designated Human Services client information software system Security Principles and Policies issued in writing by the COUNTY, the COUNTY shall have the right, in the sole discretion of its Contract Administrator, to immediately terminate PROVIDER's privilege to use the designated Human Services client information software system without any advance notice to PROVIDER but with subsequent written notice thereafter to PROVIDER within a reasonable time.

5.2 PROVIDER agrees to access, share, and input data electronically through the designated Human Services client information software system, in accordance with this Agreement and the designated Human Services client information software system Security Principles and Policies issued by COUNTY, and as may be updated by COUNTY in its sole discretion from time to time.

5.3 PROVIDER understands and acknowledges the following purposes of the collaborative client information sharing system;

- A. To accomplish a more efficient and effective service delivery for Clients;
- B. To reduce duplication of Client data;
- C. To improve integration of Client services;
- D. To provide a tool for the Broward County's Human Services Department funded agencies with a system of care within and across agencies;
- E. To collect Client and service delivery data necessary to meet all mandatory and desired state, federal, county, and other funding entity reporting requirements and to enhance the ability to analyze and report on community-wide needs and services provided; and
- F. To facilitate PROVIDER billing to COUNTY, and to support Quality Assurance/Continuous Quality Improvement Initiatives, and for COUNTY's contract monitoring activities, as described herein.

5.4 Method of Information Sharing.

The Client information mentioned in the previous section will be shared by each PROVIDER through an electronic network. This electronic network will have security features, and PROVIDER shall use the security features that maintain the integrity of all data.

5.5 Information to be Shared.

- A. PROVIDER will share information that relates to the areas of Client services and administrative data that pertains to PROVIDER responsibility

for funded service delivery. Such information will be defined by COUNTY authorized staff, and PROVIDER shall assign access to each type of data upon a "need to know/client services referral" basis in order to preserve the highest degree of confidentiality.

- B. The information components that the designated Human Services client information software system Registered Users, including PROVIDER, will share in the designated Human Services client information software system are defined by COUNTY in the designated Human Services client information software system Security Principles and Policies. A PROVIDER will not without good cause refuse to share the specified information components as defined by COUNTY and/or COUNTY's Human Services Department.
- C. PROVIDER shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing activities under this Agreement. Where applicable, the parties will comply with the Health Insurance Portability and Accountability Act and regulations issued pursuant thereto.
- D. PROVIDER shall enter into the designated Human Services client information software system the information components referred to in paragraph B, above, for each service provided to a Client for which PROVIDER seeks payment under this Agreement commencing the day after PROVIDER'S appointed staff has completed training to become Registered Users and been granted authorization to use the designated Human Services client information software system.

5.6 Confidentiality.

- A. Each PROVIDER will be responsible for notifying each Client in writing that his/her information may or will be shared with participating agencies, as necessary, for coordination of care. Standardized consent forms will be provided by COUNTY, describing how the information will be shared, how the information will be used and how the information will be protected. PROVIDER must ask each Client receiving services funded by this Agreement to sign the appropriate consent form(s). Before any information is entered into the designated Human Services client information software system regarding any Client, PROVIDER will secure the appropriate signed consent form(s) from the Client and maintain these forms in the Client's physical file for monitoring purposes. PROVIDER is responsible for submitting with monthly invoices the data components defined by COUNTY for designated Human Services client information software system for Clients served who do not wish to sign data sharing consent forms. In these instances, PROVIDER shall manually input the client's social security number and date of birth, and enter the data into the designated Human Services client information software system. The PROVIDER agrees to keep each Client's social security number as

confidential information in accordance with any applicable State of Florida law and/or federal laws.

- B. PROVIDER agrees to protect the rights of all Clients with respect to records created, maintained, and available in the designated Human Services client information software system.
- C. Violation of this Confidentiality section in Section 5.6 herein shall be grounds for immediate termination of PROVIDER's access to the designated Human Services client information software system. Such violation is also cause for termination of this Agreement at the sole discretion of the COUNTY's Director of Human Services Department or designee.

5.7 Commitment of PROVIDER Resources.

PROVIDER agrees to participate in joint planning sessions and on-going training as deemed necessary by COUNTY's Contract Administrator. PROVIDER further commits to assigning a qualified member of its organization to participate in the designated Human Services client information software system's participating group sessions.

5.8 Responsibilities of COUNTY.

COUNTY will:

- A. Provide the necessary telecommunications, software, and technical support to implement the designated Human Services client information software system access at PROVIDER's location;
- B. Provide training to staff identified and designated by PROVIDER to become Registered Users of the designated Human Services client information software system, in order to enable PROVIDER to access the designated Human Services client information software system; and
- C. Provide System Administration.

5.9 Additional Responsibilities of PROVIDER.

PROVIDER will:

- A. Provide a location for the designated Human Services client information software system hardware which is secure from observation and manipulation by Clients or other unauthorized persons, and which is physically secure from damage or theft;

- B. Provide to its employees, agents, and volunteers written procedures concerning the designated Human Services client information software system, as established and published by COUNTY and as may be updated by COUNTY, which encourage facilitation of the designated Human Services client information software system and its purposes, which are consistent with the designated Human Services client information software system Security Principles and Policies, and which strictly prohibit access by anyone other than those authorized in writing by COUNTY as Registered Users of the designated Human Services client information software system;
- C. Identify and provide a written list, through the user access form, to the COUNTY of the names of the individual(s) the PROVIDER has designated to become Registered User(s) of the designated Human Services client information software system. PROVIDER shall ensure that no employee, volunteer or agent of the PROVIDER is permitted access and use of the designated Human Services client information software system unless they are a Registered User as approved in writing by the COUNTY's Contract Administrator;
- D. Notify the COUNTY in writing at least five (5) calendar days prior to any Registered Users final day of employment or other affiliation. If termination is unexpected, the PROVIDER shall provide the COUNTY with immediate written notice as soon as PROVIDER becomes aware of such termination. PROVIDER shall inform the COUNTY immediately in writing of any misuse by a Registered User, employee, agent or volunteer. The PROVIDER must also notify the COUNTY immediately in writing if a Registered User changes positions within the PROVIDER agency and should no longer have access to the designated Human Services client information software system. No other PROVIDER personnel, volunteers or other agents shall be allowed to access or use the designated Human Services client information software system until PROVIDER has notified COUNTY in writing of the new designated person, the person is duly trained, and COUNTY authorizes in writing such person as a Registered User;
- E. Ensure that all persons designated by PROVIDER to access and use the designated Human Services client information software system, attend training in order to become Registered Users, and that all Registered Users attend subsequent training required by COUNTY as such requirements are provided in writing to PROVIDER;
- F. Assign at least one Liaison/User Manager to work with the COUNTY for the purposes of upgrades and other related needs. The Liaison/User Manager will follow procedures for technical assistance as described in the designated Human Services client information software system Security Principles and Policies;

- G. Ensure that each Registered User signs the Registered User Agreement, as attached to the designated Human Services client information software system Security Principles and Policies document; and
 - H. Establish procedures, (either before or within sixty (60) calendar days after complete execution of this Agreement), to secure the designated Human Services client information software system from corruption, computer virus, noncompliant software, improper use of the designated Human Services client information software system, or from any other cause or misuse of the designated Human Services client information software system.
- 5.10 PROVIDER shall be subject to periodic audits as described in the designated Human Services client information software system Security Protocols. PROVIDER shall require all Registered Users, employees, agents, and volunteers of the PROVIDER agency to abide by the designated Human Services client information software system Security Principles and Policies as documented and all written instructions of the COUNTY, as may be updated in writing by the COUNTY. PROVIDER understands that PROVIDER, Registered Users, employees, volunteers and agents of the PROVIDER may be held jointly or severally liable for any loss, damage or misuse of the software, data, or any other part of the designated Human Services client information software system. PROVIDER, its Registered Users, employees, agents or volunteers, shall not copy or alter the designated Human Services client information software system software or data. PROVIDER acknowledges that the software is protected by copyright laws. PROVIDER agrees to preserve the confidential and proprietary nature of information provided by the COUNTY and software manufacturers. The PROVIDER will include and not alter, remove or cancel, any copyright, trade secret or other proprietary notices on the software.
- 5.11 PROVIDER shall pay to COUNTY any extraordinary repair expenses incurred as a result of PROVIDER's misuse, or careless or negligent use or maintenance of the software or data. Any payments due to COUNTY pursuant to Section 5.11 herein may be offset against payments due to PROVIDER under this or any other Agreement between PROVIDER and COUNTY, at the Contract Administrator's sole discretion. In any such event where payment is due from PROVIDER to COUNTY, such payment shall be made by PROVIDER to COUNTY within ten (10) calendar days of the written request from Contract Administrator.
- 5.12 PROVIDER agrees that if PROVIDER is not using the COUNTY's Human Services Department's Client Services Management System ("CSMS"), then, PROVIDER shall use and submit the required Exhibit F-2, Client Data Demographic Report, within the time period stated on Exhibit G, Required Reports and Submission Dates.

ARTICLE 6

MONITORING, REQUIRED RECORDS AND REPORTS

6.1 MONITORING:

PROVIDER agrees:

- a. To assign appropriate staff as necessary to attend meetings with COUNTY staff to assess quality of service, service delivery systems, coordination of services, consumer satisfaction, records maintenance and funding maximization, and to discuss any resulting recommendations.
- b. To provide full access at administrative and service delivery sites to COUNTY, during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service, delivery, and consumer/PROVIDER's staff interaction. COUNTY and PROVIDER shall maintain the confidentiality of Client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
- c. To make all records and Client files referred to in this Agreement including paragraph II of Exhibit D-2, Monitoring Requirements, pertaining to Clients subject at all times to inspection, review, copying, and/or audit by COUNTY, and PROVIDER agrees to otherwise comply with the requirements of this Agreement, including Exhibit D-2.
- d. If the documentation referred to in 6.1.c. above is not readily available, then payments shall be suspended by COUNTY until such time as the documentation is readily available.
- e. Back-up documentation used to support the billings and outcomes provided herein shall be approved in writing by Contract Administrator prior to PROVIDER's execution of this Agreement.
- f. That monitoring reports originated periodically by designated COUNTY staff and all the performance requirements of this Agreement and timeliness of submitting requested information shall be considered factors in evaluating future funding requests.
- g. To provide COUNTY access to records and Client files developed relevant to this Agreement regarding assessment of Outcomes during and beyond

the expiration or termination of this Agreement as specified in Exhibit G, Required Reports and Submission Dates.

- h. To timely comply with any Corrective Action Plans developed in writing by COUNTY's Contract Administrator and/or PROVIDER.
- i. To allow the COUNTY's Contract Administrator and/or COUNTY's authorized personnel as authorized in writing by such Contract Administrator to use digital photography at the PROVIDER's facility to record the condition of the facility at the time of monitoring visits, unless otherwise provided by law or unless the use of digital photography by the PROVIDER is otherwise waived in advance in writing by the Director of the COUNTY's Human Services Department or designee. The COUNTY agrees that it shall make a good faith effort to prevent any digital photography being taken of any clients in order to protect the confidentiality of the clients, unless such photography is required to record the condition of the client at the PROVIDER's facility.

6.2 REPORTS:

PROVIDER agrees:

- a. To provide COUNTY with any and all reports required in this Agreement within the accompanying time requirements as noted on Exhibit G, Required Reports and Submission Dates, and as otherwise provided in this Agreement. Failure to submit required reports on or before the required due dates shall constitute a material breach of this Agreement and may result in suspension of payment due by COUNTY to PROVIDER until such required reports are received. In the event of such suspension, no interest shall accrue or be payable by the COUNTY on the payment amount due to PROVIDER for the period of the suspension.
- b. Upon request by COUNTY, in the event services similar or identical to those for which COUNTY reimburses are purchased and/or subsidized in whole or in part by another public or private funding source, a written report shall be submitted, containing the same level of information concerning these services as is required on invoices and supporting documentation for COUNTY. Any monitoring reports and/or accreditation reports from other agencies or funding sources for similar services provided must be submitted to Contract Administrator within thirty (30) calendar days of receipt by PROVIDER of such reports.
- c. To document and maintain a permanent record of beginning and ending service time and date of service for all time based units of service.

- d. Statistical Demographic Records: If determined applicable in Exhibit D, Scope of Services, PROVIDER agrees to maintain information on overall Client demographics which includes age, gender, race, ethnic origin, parental marital status, education levels, and status. PROVIDER agrees to track overall Client household income, other benefits received, types of services provider, and satisfaction survey results.
- e. Client Satisfaction Surveys: PROVIDER agrees to administer a Client Satisfaction Survey at a minimum of one time during the term of this Agreement. PROVIDER agrees to report compiled results of the Client Satisfaction Survey with the June invoice. Compiled results shall be reported on PROVIDER's survey form with the total range and number of responses received corresponding to each question asked. PROVIDER shall submit an analysis of Client Satisfaction Survey results and an action plan to improve areas of service delivery for the remaining period of the current term and any subsequent renewal term, if warranted by the survey results. The analysis shall include total number of surveys administered/mailed and total number of surveys completed/returned. PROVIDER agrees to maintain a Client Satisfaction Survey file containing all Surveys completed/returned from the Clients of services.
- f. Report and Client Demographic Data Report: PROVIDER shall submit Exhibit F-1, Outcome Report, completed for each service program component each quarter which shall include information regarding achievement toward outcomes by stating each outcome, the number of Clients served for each applicable term of this Agreement in the program, and the number of Clients who have achieved the outcome, and such other information as is requested on said Exhibit F-1. PROVIDER shall also report any barriers experienced in outcome achievement. The report should also include any noteworthy activities that have occurred during each applicable term of this Agreement. PROVIDER shall also submit Exhibit F-2, Client Demographic Data Report, for Clients served under this Agreement during each quarter which shall include the number of Clients at the beginning of the quarter, the number of new Clients, the number of Clients terminated, the number of Clients at the end of the quarter, and such other information as is requested on said Exhibit F-2.

6.3 OTHER REQUIREMENTS:

a. INTERNAL DOCUMENTATION

PROVIDER agrees to maintain for COUNTY's inspection and/or copying:
1) Personnel files including hiring records, job descriptions, policies, and evaluation procedures; 2) Authorized time sheets, records, and attendance sheets; 3) Daily activity log and monthly calendar; 4) Signature

of person at sites authorizing presentations; 5) Training modules; 6) Pre and post session questionnaires; 7) Client information release form; and 8) Such other information as requested by COUNTY.

b. TRACKING SYSTEM REQUIREMENTS

PROVIDER agrees to maintain for COUNTY's inspection and/or copying a formal Tracking System, as applicable, identifying all Clients referred to and from the program(s) funded under this Agreement by COUNTY. The Tracking System shall identify the basis for any referral made of a Client, the unavailability of any services to a Client or Clients, and the services delivered to the Client or Clients. If a Client was referred to another agency, the file must include the action taken by that agency as a result of the referral.

c. FAMILY SUCCESS CENTERS

PROVIDER agrees to the following with respect to COUNTY's Family Success Centers to:

1. Accept referrals from the Family Success Centers (through the administering division, if appropriate.)
2. Conduct informational and/or training sessions, as requested by Contract Administrator, at various COUNTY sites for COUNTY staff, other Family Success Center staff, and clients with respect to services offered by PROVIDER.

d. PROVIDER MEETINGS

PROVIDER agrees to participate in quarterly provider meetings as requested by Contract Administrator.

e. TRAINING

PROVIDER agrees to participate in 1) trainings for the maximization of revenue collection of PROVIDERS from all sources, and 2) such other seminars, as requested by Contract Administrator.

f. Client Eligibility Requirements:

If income eligibility is a factor for the Client to receive services from PROVIDER under this Agreement, then, in addition to such requirements on Exhibit "D", the PROVIDER shall determine and maintain client file eligibility documentation for services. PROVIDERS are required to

recertify Clients for eligibility for services at least once during each contract year that the Client receives services or as clients' needs change due to changes in income or financial circumstances.

ARTICLE 7

TERMINATION OF AGREEMENT

- 7.1 This Agreement may be terminated for cause by action of the Board or by PROVIDER if the party in breach has not corrected the breach within thirty (30) calendar days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience at any time by the Director of Human Services upon not less than ninety (90) calendar days' prior written notice by the Director of Human Services. This Agreement may also be terminated by the Director of Human Services upon such notice as Director of Human Services deems appropriate under the circumstances in the event the Director of Human Services determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 Termination of this Agreement for cause by COUNTY shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, failure to suitably participate in BIN, failure to continuously participate in BIN in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or any material breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 7.3 Notice of termination shall be provided in accordance with Section 32.4, Notices, of Article 30 of this Agreement except that notice of termination by the Director of Human Services, which the Director of Human Services deems necessary to protect the public health, safety, or welfare, may be verbal notice through the Contract Administrator which shall be promptly confirmed in writing by the Director of the Human Services in accordance with Article 32, Section 32.4, "Notices," of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience by COUNTY, PROVIDER shall be paid for any services performed to the effective date of termination of this Agreement; however, upon being notified of COUNTY's election to terminate, PROVIDER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. PROVIDER acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by

PROVIDER, is given as specific consideration to PROVIDER for COUNTY's right to terminate this Agreement for convenience.

- 7.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Article 9, Ownership of Documents.
- 7.6 Broward County's Board of Commissioners shall be the final authority as to the availability of funds and how available funds will be allotted among its various providers and/or to finance, continue and/or maintain BIN. In the event funds to finance the services set forth in Article 4 become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' prior written notice to the other party.
- 7.7 Except as otherwise specifically provided, whenever notice of termination is being provided under Article 7 herein, it shall be given in accordance with the "Notices" procedures stated in Section 32.4, of Article 32 of this Agreement.
- 7.8 This Agreement may also be terminated in accordance with Section 13.5 using the notices procedures in Article 32, Section 32.4.

ARTICLE 8

AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of PROVIDER that are related to this Agreement. PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. PROVIDER agrees that in the event COUNTY determines that funds are due back to COUNTY, the Director of Human Services, may in his/her sole and absolute discretion, require PROVIDER to pay interest on those funds, which interest shall be calculated from the date COUNTY incorrectly paid PROVIDER. PROVIDER agrees, as a condition to receiving State Financial Assistance, as defined in the Florida Single Audit Act, to allow the state awarding agency, the comptroller, and the Auditor General access to its records as required by Section 215.97, Florida Statutes (as amended from time to time), Florida Single Audit Act, as amended from time to time.

PROVIDER shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as amended from time to time), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for three (3) years after termination or expiration of this

Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the required three (3) year period, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to PROVIDER's records, PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of expiration or termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by PROVIDER, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by PROVIDER to the Contract Administrator within seven (7) calendar days of such expiration or such termination of this Agreement by either party. Any compensation due to PROVIDER shall be withheld until all documents are received as provided herein.

ARTICLE 10

INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor under this Agreement. Services provided by PROVIDER shall be by employees of PROVIDER and subject to supervision by PROVIDER, and not as officers, employees, or agents of Broward County or COUNTY. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of PROVIDER.

ARTICLE 11

SUBCONTRACTING

- 11.1 The PROVIDER shall submit proposed documents formalizing the subcontracting relationship to the Contract Administrator for the Contract Administrator written approval prior to approval of any subcontractor by PROVIDER. The documentation must clearly define the scope of services as it relates to services required by this Agreement, must include a line-item budget

for the subcontracted services, and must include clear and express payment terms and the requirement of conformance with the requirements of this Agreement. PROVIDER may not subcontract services without the prior written approval of Contract Administrator, except that PROVIDER may enter into an Employee Leasing agreement without the prior written consent of Contract Administrator, but only after delivery of written notice of same and the executed Employee Leasing agreement to the Contract Administrator.

- 11.2 Services provided by PROVIDER's Subcontractors shall be subject to supervision by PROVIDER or Subcontractor. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of PROVIDER or its Subcontractor.
- 11.3 A PROVIDER engages in subcontracting if PROVIDER engages via formal agreement or any other mechanism, a third party, including, but not limited to, individuals, partnerships, corporations, or any other type of entity, to perform the services, in whole or in part, required by this Agreement. Services provided by third parties, other than PROVIDER's own employees, officers and volunteers will be deemed subcontracted and subject to the Contract Administrator's advance written approval.
- 11.4 In no event may more than fifty percent (50%) of the services under each category of service outlined under each "Scopes of Services", Exhibit D, required by this Agreement be subcontracted by PROVIDER, except as approved in advance in writing by the Director of the COUNTY's Human Services Department or designee.
- 11.5 The delivery of services through Subcontractors shall not relieve PROVIDER of full responsibility for all requirements, provisions, and terms of this Agreement.
- 11.6 PROVIDER shall require all Subcontractors to conform with the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards.
- 11.7 PROVIDER agrees to reimburse COUNTY for any and all funds not used in compliance with this Agreement by PROVIDER and/or its Subcontractors.

ARTICLE 12

FINANCIAL STATEMENTS

- 12.1 PROVIDER shall provide the Human Services Repository, Program Development, Research and Evaluation Division with a total of three (3) copies of audited financial statements for all programs maintained with the Human

Services Department, consisting of a statement of financial position, a statement of activities and a statement of cash flows. The financial statements shall include in the disclosure or accompanying notes that the funds received under this Agreement were expended in accordance with this Agreement and the funds, including interest earned on those funds, if any, which are due back to COUNTY. A list of funds due back to COUNTY, if any, including interest earned on such funds, shall be included with the financial statements. The audit of the financial statements shall be performed in accordance with Generally Accepted Auditing Standards by an independent certified public accountant. PROVIDER agrees to comply with the requirements of OMB Circular A-133 entitled, "Audits of States, Local Government and Nonprofit Organizations," if applicable. In addition, in the event PROVIDER expends a total amount of State Financial Assistance equal to, or in excess of Three Hundred Thousand Dollars (\$300,000) in any fiscal year of such PROVIDER, PROVIDER shall have a state single audit or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes, as amended from time to time, applicable rules of the Executive Office of the Governor, Rules of the Comptroller, and Chapter 10.600, Rules of the Auditor General. In determining the State Financial Assistance expended in its fiscal year, PROVIDER shall consider all sources of State Financial Assistance, including State Financial Assistance received from COUNTY, except that State Financial Assistance received for federal financial assistance and state matching requirements shall be excluded from consideration.

- 12.2 Said annual financial statements shall account for all funds received from COUNTY via explicit disclosures in the financial statements and/or accompanying notes to the financial statements. In the event PROVIDER meets the requirements for compliance with the Florida Single Audit Act, PROVIDER shall also prepare the state financial reporting package containing the following: 1) Schedule of State Financial Assistance, 2) Auditor's Report, 3) Management letter, 4) PROVIDER's written response or corrective action plan, 5) correspondence on follow-up of previous year's corrective action taken, and 6) such other information as may be determined by the Auditor General to be necessary and consistent with Section 215.97, Florida Statutes, as amended from time to time.

The Schedule of State Financial Assistance shall state whether the State Financial Assistance shown on the schedule is presented fairly in all material respects in relation to the non-state entity's financial statements taken as a whole.

PROVIDER agrees, as a condition to receiving State Financial Assistance to allow the state awarding agency, the comptroller, and the Auditor General access to the independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes, as amended from time to time.

- 12.3 Three (3) copies of said financial statements with accompanying management letters, if any, shall be submitted to the Human Services Repository, Program Development, Research and Evaluation Division within one hundred twenty (120) days after the close of each of PROVIDER's fiscal years in which PROVIDER accounts for funds under this Agreement or with any other agreements that PROVIDER has with COUNTY.

Copies of the State Financial Assistance reporting package required by Section 215.97, Florida Statutes, as amended from time to time, shall be submitted to the Human Services Repository, Program Development, Research and Evaluation Division, to the state awarding agency and to the State of Florida Auditor General, Room 574, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32302-1450.

- 12.4 Late submission of the financial statements and management letters shall result in suspension of payment under this Agreement and subsequent agreements until the financial statements and management letters are received and accepted by COUNTY. Suspension of payment shall not excuse PROVIDER from continued delivery of service, although COUNTY will pay no invoices (unless otherwise approved in advance and in writing by the Director of Human Services) until financial statements and management letters are received and accepted by COUNTY.
- 12.5 PROVIDER acknowledges that submission of audited financial statements with funding application or submission to any other Broward County office or division does not constitute compliance with requirements to submit such material to the Contract Administrator.
- 12.6 PROVIDER shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of the schedule of correction developed in response to management letter(s) within forty-five (45) days of its development.
- 12.7 PROVIDER shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of any compliance audits required by law within forty-five (45) calendar days of receipt and a copy of the response within forty-five (45) calendar days of the date prepared.

ARTICLE 13

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

- 13.1 PROVIDER shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, disability, or sexual

orientation (including but not limited to Broward County Code, Chapter 16½) in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement.

13.2 PROVIDER shall include the foregoing language in Section 13.1 above or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

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

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

13.5 PROVIDER agrees to furnish to the Contract Administrator two (2) copies of its Equal Employment Opportunity Policy, Client Non-Discrimination Policy, and Affirmative Action Plan at the time of PROVIDER's execution of this Agreement. PROVIDER also agrees to furnish to the Contract Administrator two (2) of its Americans with Disabilities Act policy of compliance at the time of PROVIDER's execution of this Agreement. All of these policies and any other policies required under this Agreement, must meet the approval of Contract Administrator, in his/her sole and absolute discretion. COUNTY, through its Director of Human Services, may terminate this Agreement at any time in the event he/she disapproves of any of PROVIDER's policies and/or failure of PROVIDER to provide a policy that Contract Administrator believes to be appropriate, in his/her sole and absolute discretion if PROVIDER fails to provide an appropriate policy within ten (10) calendar days after prior written notice in accordance with Section 32.4, "NOTICES," requesting appropriate policy.

13.6 COUNTY has established a policy relating to Minority and Women Business Enterprises (M/WBE) participation in all COUNTY contracts at or above Two

Hundred Fifty Thousand Dollars (\$250,000.00) and other selected activities. Although this Agreement does not have assigned M/WBE goals, PROVIDER is encouraged to utilize eligible minority and women business enterprises, where applicable.

- 13.7 COUNTY and PROVIDER agree that contractor and vendor awards to M/WBE are crucial to the achievement of COUNTY's M/WBE participation objectives. In an effort to assist COUNTY in achieving its objectives for M/WBE, PROVIDER agrees to take affirmative action.
- 13.8 PROVIDER shall submit two (2) copies of its M/WBE policy/affirmative action plan at the time of PROVIDER's execution of this Agreement relating to its utilization of M/WBE firms, where possible, as contractors, subcontractors, vendors/suppliers, or as providers of professional services.

ARTICLE 14

INDEMNIFICATION CLAUSE

- 14.1 PROVIDER shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for any attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including accrued interest, attorney fees (including at all levels of appeal), court costs, and expenses, caused by negligent act or omission of PROVIDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provision of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Director of Human Services and County Attorney, any sums due PROVIDER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.
- 14.2 The parties agree that the indemnification obligations under Section 14.1 shall survive the expiration or termination of this Agreement.

ARTICLE 15

DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 15.1 COUNTY's Contract Administrator is the Director, Human Services Department, or designee. PROVIDER's representative responsible for the administration of the program under this Agreement is the Program Coordinator.

- 15.2 The empowered signator of this Agreement for PROVIDER is the Chair as referenced in Exhibit B, Certification of Empowerment, attached hereto and made a part hereof. Changes in the empowered signator on Exhibit B shall be communicated to COUNTY as directed in Section 4.9 and Section 32.4 of Article 32 of this Agreement.

ARTICLE 16

INSURANCE

- 16.1 Commercial General Liability: PROVIDER agrees to maintain Commercial General Liability coverage at a limit of not less than Five Hundred Thousand Dollars (\$500,000). Each Occurrence. PROVIDER agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. PROVIDER agrees to endorse COUNTY as additional insured with either a CG 2020 Additional Insured -- Owners, Lessees, or Contractors or CG 2026 Additional Insured -- Owners, Lessees, or Contractors --Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. The additional insured shall read "Broward County Board of County Commissioners, Florida."

Each renewal of the respective Certificate of Insurance provided for above shall be submitted to COUNTY as provided for on Exhibit G, Required Reports and Submission Dates. Failure to submit the respective Certificate of Insurance such that a current Certificate of Insurance, approved in writing by COUNTY's Risk Management Division, is maintained by the Contract Administrator, shall result in suspension of any funds due and owing for any outstanding invoice of PROVIDER by COUNTY. PROVIDER shall submit a total of two (2) copies of its current Certificate of Insurance to the Contract Administrator at the time of its execution of this Agreement with renewals of same annually thereafter for any renewal term to the Human Services Depository, Program Development, Research and Evaluation Division.

- 16.2 Worker's Compensation Insurance and Employers Liability: PROVIDER agrees to maintain Worker's Compensation insurance and Employers Liability Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of a minimum of One Hundred Thousand Dollars (\$100,000.00) for each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
- 16.3 Certificates of Insurance: PROVIDER agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Said

Certificate(s) of Insurance shall include a minimum of thirty (30) days endeavor to notify the COUNTY due to cancellation or non-renewal of coverage.

- 16.4 Right to review and revise: The COUNTY, on behalf of its Risk Management Division, reserves the right, but not the obligation, to have the COUNTY's Risk Management Division review and revise any insurance requirements at the time of contract amendments requiring Board's approval, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
- 16.5 Invoices: No invoices shall be paid until the files of Contract Administrator contain documentation approved in writing by COUNTY's Risk Management Division.
- 16.6 Waiver: All insurance requirements under this paragraph 16 may be waived by County's Risk Management Division based on the nature and scope of the services being provided.

ARTICLE 17

BIN - SCOPE OF PARTICIPATION

- 17.1 COUNTY and PROVIDER agree that BIN allows its participating member agencies to share information in an expedited and efficient manner. PROVIDER agrees as follows:
- A. To participate in the Community Resource Inventory as required by County;
 - B. To collect Client and service delivery data necessary to meet all mandatory and desired state, federal, county, and other funding entity reporting requirements and to enhance the ability to analyze and report on community wide needs and services provided, as appropriate.
- 17.2 As a recipient of funding from COUNTY, PROVIDER agrees to participate in COUNTY's BIN along with COUNTY and other health and human services organizations that receive or which may receive funds and participate in BIN, as appropriate. PROVIDER agrees to work with COUNTY in an effort to eliminate duplication in services. PROVIDER agrees to work with COUNTY to ensure that all federal, state, and local laws regarding confidentiality are adhered to in collecting and reporting client information.
- 17.3 PROVIDER agrees to attend seminars and/or training sessions as requested by COUNTY's BIN Administrator relating to its Scope of Participation in BIN.

- 17.4 PROVIDER represents to COUNTY for its reliance thereupon that it has established and implemented policies and procedures that ensure compliance with the following security standards and any and all applicable state and federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:
- A. Access to electronic client records is restricted to authorized personnel of the PROVIDER and authorized personnel of the COUNTY as such personnel is approved in advance in writing by the BIN Administrator;
 - B. Access to electronic data is controlled in terms of the user being authorized to use the system and that data is limited to that which user is authorized to view or change;
 - C. Written consent or authorization, signed by the client, is obtained for release of client records and/or information unless otherwise required by law;
 - D. Requests by clients to view their personal files and medical records must be honored in a timely manner and must be reviewed in the presence of an authorized staff person of PROVIDER;
 - E. An orientation is provided to new staff persons, employees, and volunteers. Each of PROVIDER's employee and volunteer must sign an acknowledgement of PROVIDER's confidentiality policies and procedures acknowledging his/her awareness and understanding of confidentiality laws, regulations, and policies;
 - F. Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the designated BIN are established; and
 - G. Procedures, as applicable, are developed and implemented that address client file and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.
 - H. PROVIDER agrees to participate in quarterly participating BIN member meetings as requested by BIN Administrator.

ARTICLE 18

PARTICIPATION REQUIREMENTS IN BIN

- 18.1 As a recipient of funds from the COUNTY and as a participant in BIN, PROVIDER agrees to be a participant in the designated BIN, hereinafter referred to as BIN, subject to the following terms and conditions. In the event that the PROVIDER, its Registered Users, employees, agents or volunteers violate the provisions of this Article 18 herein and/or the designated BIN's Human Services Security Principles and Policies issued in writing by the COUNTY, the COUNTY shall have the right, in the sole discretion of its BIN Administrator, to immediately terminate PROVIDER's privilege to use the designated BIN without any advance notice to PROVIDER but with subsequent written notice thereafter to PROVIDER within a reasonable time.
- 18.2 PROVIDER agrees to access, share, and input data electronically through the designated BIN, in accordance with this Agreement and the designated Security Principles and Policies issued in writing by the BIN Administrator, and as may be updated and/or changed by the BIN Administrator in his/her sole discretion from time to time.
- 18.3 Confidentiality.
- A. Each PROVIDER will be responsible for notifying each Client in writing that his/her information may or will be shared with participating agencies, as necessary, for coordination of care. PROVIDER must ask each Client to sign the appropriate consent form(s) to ensure compliance with this Agreement. Before any information is entered into the designated BIN regarding any Client, PROVIDER will secure the appropriate signed consent form(s) from the Client and maintain these forms in the Client's physical file for monitoring purposes. The PROVIDER agrees to keep each Client's social security number as confidential information in accordance with any applicable State of Florida's law and/or federal laws.
 - B. PROVIDER agrees to protect the rights of all Clients with respect to records created, maintained, and available in the designated BIN.
 - C. PROVIDER will assure that all information shared through the BIN will be protected in accordance with Sections 39.0132; 39.202; 394.4615; 490.0147; 491.0147; 1022.22, Florida Statutes, as amended from time to time; the Family Educational Rights and Privacy Act of 1974 (FERPA); the Health Insurance Portability and Accountability Act (HIPAA); 42 CFR Part II or any other state or federal law or regulation concerning confidentiality of client information.

- D. Violation of this Confidentiality section in Section 18.5 herein shall be grounds for immediate termination of PROVIDER's access to the designated BIN's and any other agreement between the PROVIDER and the COUNTY, on behalf of its Human Services Department. Such violation is also cause for termination of this Agreement at the sole discretion of the COUNTY's Director of Human Services Department or designee in accordance with the notices procedures in Section 32.4, "Notices."

18.4 Commitment of PROVIDER Resources: PROVIDER agrees to participate in joint planning sessions and on-going training as deemed necessary by COUNTY's BIN Administrator.

18.5 Responsibilities of COUNTY.

COUNTY will:

- A. Provide the necessary telecommunications, and technical support to implement the designated BIN access at PROVIDER's location;
- B. Provide training to staff identified and designated by PROVIDER to become Registered Users of the designated BIN, in order to enable PROVIDER to access the designated BIN; and
- C. Provide System Administration.

18.6 Additional Responsibilities of PROVIDER.

PROVIDER will:

- A. Provide to its employees, agents, and volunteers written procedures concerning the designated BIN system, as established and published by COUNTY and as may be updated by COUNTY, which encourage facilitation of the BIN and its purposes, which are consistent with the designated BIN Security Principles and Policies, and which strictly prohibit access by anyone other than those authorized in writing by COUNTY as Registered Users of the designated BIN;
- B. Identify and provide a written list, through the user access form, to the COUNTY of the names of the individual(s) the PROVIDER has designated to become Registered User(s) of the designated BIN. PROVIDER shall ensure that no employee, volunteer or agent of the PROVIDER is permitted access and use of the designated BIN unless they are a Registered User as approved in writing by the COUNTY's BIN Administrator;

- C. Notify the COUNTY in writing at least five (5) calendar days prior to any Registered Users final day of employment or other affiliation. If termination is unexpected, the PROVIDER shall provide the COUNTY with immediate written notice as soon as PROVIDER becomes aware of such termination. PROVIDER shall inform the COUNTY immediately in writing of any misuse by a Registered User, employee, agent or volunteer. The PROVIDER must also notify the COUNTY immediately in writing if a Registered User changes positions within the PROVIDER and should no longer have access to the designated BIN. No other PROVIDER personnel, volunteers or other agents shall be allowed to access or use the designated BIN until PROVIDER has notified COUNTY in writing of the new designated person, the person is duly trained, and COUNTY's Human Services authorizes in writing such person as a Registered User;
- D. Ensure that all persons designated by PROVIDER to access and use the designated BIN, attend training in order to become Registered Users, and that all Registered Users attend subsequent training required by COUNTY as such requirements are provided in writing to PROVIDER;
- E. Assign at least one Liaison/User Manager to work with the COUNTY for the purposes of upgrades and other related needs. The Liaison/User Manager will follow procedures for technical assistance as described in the designated BIN Security Principles and Policies;
- F. Upon request, ensure that each Registered User signs the Registered User Agreement, as attached to the designated BIN Security Principles and Policies document; and
- G. Establish procedures, (either before or within sixty (60) calendar days after complete execution of this Agreement), to secure the BIN from corruption, computer virus, noncompliant software, improper use of the designated BIN, or from any other cause or misuse of the designated BIN.

18.7 PROVIDER shall be subject to periodic audits as described in the designated BIN Security Protocols. PROVIDER shall require all Registered Users, employees, agents, and volunteers of the PROVIDER to abide by the designated BIN Security Principles and Policies as documented and all written instructions of the COUNTY, as may be updated in writing by the COUNTY. PROVIDER understands that PROVIDER, Registered Users, employees, volunteers, and agents of the PROVIDER may be held jointly or severally liable for any loss, damage or misuse of the software, data, or any other part of the designated BIN.

ARTICLE 19

AMENDMENTS; ASSIGNMENTS

- 19.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by PROVIDER and the Board of County Commissioners (except as otherwise stated herein). However, the County Administrator for COUNTY may execute amendments containing modification(s), amendment(s) or alteration(s) to the terms and conditions of this Agreement where there is a change to Paragraph I, II, III, IV, and V of Exhibit D, Scope of Services and Article 4.1, to reduce the Contract Amount, or to change Exhibit D-1, Outcomes. Subject to the Contract Administrator obtaining the prior review and written approval of the Director of Human Services, the County Administrator may also execute amendments which contain other modifications, amendments or alterations to Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, other than those stated in Section 19.1 herein and/or to any other exhibits attached to this Agreement.
- 19.2 Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party and PROVIDER shall not subcontract any portion except as provided for in this Agreement.

PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

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

ARTICLE 20

WAIVER OR BREACH

COUNTY and PROVIDER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver

of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 21

REPRESENTATIONS AND ACKNOWLEDGMENTS

21.1 PROVIDER represents and certifies to COUNTY that, upon its execution of this Agreement, and continuing throughout the Agreement Term the following representations are true and correct. In the event that any of the following representations become at any time not true, PROVIDER shall immediately provide written notice of same to the Contract Administrator.

- a. There have been no irregularities involving its management or employees that could have a material effect on PROVIDER's operations or financial stability.
- b. PROVIDER has committed no violations or possible violations of laws or regulations, the effects of which should be considered by COUNTY, prior to entering into this Agreement.
- c. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed to COUNTY.
- d. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
- e. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where PROVIDER is operating a facility or providing a service where any type of licensure is required, including, but not limited to, federal, state, county and local law.
- f. All representations and information provided by PROVIDER to COUNTY in the course of competing for and developing this Agreement are true and correct and there have been no material omissions.

21.2 PROVIDER acknowledges that:

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

- b. Information, guidance, and technical assistance offered by Contract Administrator, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the Board of County Commissioners and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.
- c. COUNTY has relied on all representations and information provided to COUNTY by PROVIDER in the course of PROVIDER competing for and developing this Agreement.

ARTICLE 22

PUBLIC ENTITIES CRIMES ACT

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

ARTICLE 23

RENEGOTIATION

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

ARTICLE 24

GOVERNING LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed, by the laws of the state of Florida without regard to its conflict of laws provisions. Any controversies or legal problems arising out of the terms of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Court in and for Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, 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.

ARTICLE 25

COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

ARTICLE 26

SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

ARTICLE 27

PRIOR AGREEMENTS SUPERSEDED; MERGER

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 28

CONFLICTS

Neither PROVIDER nor its employees shall 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 related to its performance under this Agreement.

PROVIDER agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons 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 or in connection with any such pending or threatened legal administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event PROVIDER is permitted to utilize subcontractors to perform any services required by this Agreement, PROVIDER agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

ARTICLE 29

INCORPORATION BY REFERENCE

- 29.1 The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached exhibits, addendum, and attachments are incorporated into and made a part of this Agreement.
- 29.2 PROVIDER agrees to abide by all of the covenants and representations contained in the Request for Proposals/Applications (RFP/RFA) submitted by PROVIDER upon which the COUNTY relied and upon which this Agreement is based, and PROVIDER agrees that such covenants and representations in the RFP/RFA shall form, become a part of, and be incorporated by reference into this Agreement. If the RFP/RFA or any portion of such RFP/RFA conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

ARTICLE 30

MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies or more by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 31

HIPAA COMPLIANCE

The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by the Health Insurance Portability and Accountability Act or "HIPAA") exists between PROVIDER and COUNTY with regard to this Agreement; however if the Contract Administrator subsequently determines that such a relationship exists, the parties agree to enter into an appropriate agreement using the form of the Agreement to be provided by Contract Administrator in his/her sole and absolute discretion. A copy of the current form being used by the COUNTY may be obtained from the Contract Administrator upon request. However, such form is subject to change from time to time in the sole and absolute discretion of the COUNTY. However, in the event the law and/or regulations are revised or construed by competent applicable authority to require a business associate or trading partner agreement between the parties, the parties will enter into an agreement to fulfill the requirements of HIPAA. It is expressly understood by the parties that where COUNTY is funding services, COUNTY personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude COUNTY from disclosing protected health information to report unlawful conduct in accordance with 45 C.F.R. 164.502(j).

ARTICLE 32

MISCELLANEOUS

32.1 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

32.2 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 32 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 32 shall prevail and be given effect.

32.3 NO INTEREST

Unless required by the Broward County Prompt Payment Ordinance, any funds that are the subject of a dispute regarding this Agreement and that are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by PROVIDER.

32.4 NOTICES

Except as otherwise specified in this Agreement, whenever either party desires to give notice unto the other, it must be given by written notice, sent by courier service with signed receipt required, certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. The place for giving notice shall remain such until changed by written notice in compliance with the provisions of this paragraph. For the present the following are designated as the respective places for giving of notice, to wit:

FOR COUNTY:

Michael F. Elwell, Division Director
Children's Services Administration Division
115 S. Andrews Ave., Room A360
Ft. Lauderdale, FL 33301

FOR PROVIDER:

James Notter, Interim Superintendent
The School Board of Broward County, Florida
600 SE 3rd Avenue
Fort Lauderdale, FL 33301

The PROVIDER shall notify the Contract Administrator in writing of any changes in the name, title and/or address for the PROVIDER stated under Section 32.4 herein using the notices procedures in Section 32.4 herein.

The COUNTY represents that the division director shown in Section 32.4 herein shall be deemed to be the Contract Administrator for this Agreement as defined in Section 1.5 of this Agreement unless PROVIDER is otherwise notified by COUNTY in writing of any changes relating to Section 1.5 and/or Section 32.4 using the "Notices" procedures stated in Section 32.4 of this Agreement.

32.5 DRUG FREE WORKPLACE CERTIFICATION

PROVIDER certifies that by execution of the Drug Free Workplace Certification, done through the COUNTY's Request For Proposal process and which is now made a part hereof, that it will provide a drug free workplace program and continue to make a good faith effort to maintain a drug free workplace program as set forth in Section 112.0455, Florida Statutes, (as amended from time to time), Drug Free Workplace Act. PROVIDER agrees to submit two (2) copies of its Drug Free Workplace Policy to the Contract Administrator prior to or with the signed Agreement.

32.6 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 the COUNTY and the PROVIDER, the undersigned PROVIDER shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

32.7 CERTIFICATION RELATING TO NO SMOKING AND CHILDREN SERVICES

Public Law 103-227, also known as the Pro-Children Act of 1994 ("Act" or "law"), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the

provision of health, day care, early childhood services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Such Act/law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. Such Act/law does not apply to children's services provided in private residence, portion of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children ("WIC") coupons are redeemed.

Failure of PROVIDER to comply with the provisions of the Act/law may result in the imposition of a civil monetary penalty of up to One Thousand (\$1,000) for each violation and/or imposition of an administrative compliance order pursuant to such Act/law on the responsible entity, such as PROVIDER.

By signing this Agreement, the undersigned PROVIDER certifies that the PROVIDER will comply with the requirement of the Act/law and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act/law.

32.8 INTERPRETATION

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

32.9 PUBLICITY

The PROVIDER is authorized by this Agreement that it may use the name of the COUNTY in the name of "Broward County" in any advertising materials concerning publicity and promotion of the PROVIDER related to the services funded by this Agreement.

The PROVIDER further agrees that in all advertisements, press releases or other type of publicity activities concerning the services funded by this Agreement, undertaken by the PROVIDER in connection with this Agreement, shall include the following statement:

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

32.10 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

32.11 EMERGENCY CONDITIONS

PROVIDER agrees to provide any supportive or recovery related service as requested by COUNTY during and after Emergency Conditions. These services include, but are not limited to, distribution of food, water and ice; and providing case management services to Disaster Evacuees at an emergency shelter or other location(s) in Broward County as determined by COUNTY, through its Contract Administrator. Emergency Conditions are defined as a major natural, technological or terrorism related disaster or emergency which commences upon a State of Emergency being declared by federal, state, or local government. Individuals that have been displaced or affected by the Emergency Condition are referred to as "Disaster Evacuees."

In the event of an Emergency Condition, the Director of the COUNTY's Human Services Department or designee has the authority during and after Emergency Conditions, in his/her sole discretion, to make adjustments to (a) to the maximum funding, including increases, under this Agreement; (b) the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add and/or delete services under Scopes of Services; and (d) modify payment schedules throughout the Agreement Term.

(The remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 27th day of June, 2006, and The School Board of Broward County, Florida as PROVIDER, signing by and through its Chair duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____

Print/Type Name Above

_____ day of _____, 20____

Signature

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

Print/Type Name Above

Approved as to Insurance
Requirements by Risk Management
Division

By: _____ (Date)
Assistant County Attorney

By _____
Authorized Signature (Date)

Name/Title of Authorized Signature

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA, AS PROVIDER, FOR BEHAVIORAL HEALTH
SERVICES, CONTRACT NUMBER 07-CSAD-8267-01

PROVIDER

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher
Chair

____ day of _____ 20

James F. Notter
Interim Superintendent of Schools

(SCHOOL BOARD SEAL)

Approved as to form by



School Board Attorney

06/16/06
[Unit-service-fy07.frm-(6-16-06)]

EXHIBIT A

AUTHORIZED INVOICE SIGNATORS

Contract #: 07-CSAD-8267-01

The Board of Directors of The School Board of Broward County, Florida (Name of PROVIDER and hereinafter known as "PROVIDER"),

meeting on _____, 20____, by motion and vote, duly recorded in the minutes thereof, did authorize _____
(Name and Title Typewritten)

and _____ to
(Name and Title Typewritten)

sign monthly invoices and certification statements as required by the Agreement between Broward County and PROVIDER. Appearing below are samples of signatures authorized by the Board of Directors of PROVIDER as required by COUNTY.

(Authorized Signature) (Date)

Authorized Name

Witness Signature:

Signature _____

Name _____
(Print or Type)

Date _____

(Signature) Date

Authorized Name

Witness Signature

Signature _____

Name _____
(Print or Type)

Date _____

(SEAL)

EXHIBIT B

CERTIFICATION OF EMPOWERMENT

I, Beverly A. Gallagher, hereby certify that:
Typewritten Name

1. I am duly authorized to sign this Agreement between Broward County and
The School Board of Broward County, Florida
by resolution of its Board taking place on

(Date of Board's Resolution)

2. My signature on this Agreement on behalf of the agency binds it to the Term and Scope of Services and all other conditions appearing in this Agreement.
3. That my name, office and empowerment to bind are a matter of corporate record in the files of the Office of the Secretary of State of Florida as required by law.
4. All information supplied by the agency appearing in this Agreement or used in its development is accurate and true and I acknowledge that failure to supply accurate, truthful information may result in termination of the Agreement.

WITNESS SIGNATURES

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher, Chair

____ day of _____ 20 ____.

James F. Notter
Interim Superintendent of Schools

(SCHOOL BOARD SEAL)

Approved as to form by



School Board Attorney

EXHIBIT C

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Contract No. _____

Project Title _____

The undersigned PROVIDER 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 Section 4.2 of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or
suppliers name
and address

Date of disputed
invoice

Amount in
dispute

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

Dated _____, 20____

Provider's name above

By _____
(Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS
(Exhibit C Continued)

STATE OF)
) SS.
COUNTY OF)

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

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

EXHIBIT D
SCOPE OF SERVICES

Program Name: Behavioral Health/Family Counseling Contract # 07-CSAD-8267-01
Agency Name: School Board of Broward Program # 1
Division: Children's Services Admin. Div.

I. Scope of Services

Target Population:

The target population for the Behavioral Health Program shall be Broward County children enrolled in school (public, private, charter, etc.) and experiencing mental health problems ("Client(s)") and their families ("Family Client(s)"). Children are defined as individuals ages 2 thru 17 or thru age 21 if eligible to attend public secondary schools, enrolled in a GED course, vocational school, or rehabilitation program unless otherwise defined by federal or state law or the Broward County Board of County Commissioners.

Taxonomies:

A. Individual Counseling

The Provider agrees to provide Individual Counseling services (Taxonomy RF-330) to Client(s) and Family Client(s). The Individual Counseling services shall include personal therapeutic sessions in which the therapist works on a one-to-one basis with Clients to help them resolve their mental, emotional or social problems.

Credentials: Staff must have a clinical license or a minimum of a Masters Degree in Family Therapy, Psychology, Social Work, or related field and be a Registered Intern under appropriate supervision to be eligible for the maximum unit cost. **Master's level Staff may provide Services under the supervision of a licensed clinician for a reduced unit cost.**

B. Family Counseling

The Provider agrees to provide Family Counseling services (Taxonomy RF-200) to Family Client(s). The Family Counseling services shall include providing therapeutic sessions to Clients that focus on the system of relationships and communication patterns among family members and which attempt to modify those relationships and patterns to achieve greater harmony. The therapist focuses on the family as a unit rather than concentrating on one of the members who is singled out as the one in need of treatment.

Credentials: Staff must have a clinical license, or a minimum of a Masters Degree in Family Therapy, Psychology, Social Work, or related field, and be a Registered Intern under appropriate supervision to be eligible for the maximum unit cost. **Master's level Staff may provide Services under the supervision of a licensed clinician for a reduced unit cost.**

C. Group Counseling

The Provider agrees to provide Group Counseling services (Taxonomy RF-250) to Client(s) and Family Client(s). The Group Counseling services shall include providing therapist-facilitated collective treatment sessions in which unrelated groups of individuals, couples or families discuss their attitudes, feelings and problems and, with input from other

members of the group, attempt to achieve greater self and interpersonal understanding and adjustment and explore solutions to their problems.

Credentials: Staff must have a clinical license or a minimum of a Masters Degree in Family Therapy, Psychology, Social Work, or related field and be a Registered Intern under appropriate supervision to be eligible for the maximum unit cost. **Master's level Staff may provide Services under the supervision of a licensed clinician for a reduced unit cost.**

D. Suicide Counseling

The Provider agrees to provide Suicide Counseling services (Taxonomy RP-450.825) to Client(s), providing in-person individual, conjoint, family or group treatment for Clients who are experiencing an emotional crisis and are attempting to cope by threatening or attempting self-destruction; or for Clients who have experienced these feelings, made such threats or attempted to fatally harm themselves either on one occasion or repeatedly; and their families.

Credentials: Staff must have a clinical license or a minimum of a Masters Degree in Family Therapy, Psychology, Social Work, or related field and be a Registered Intern under appropriate supervision to be eligible for the maximum unit cost. **Master's level Staff may provide Services under the supervision of a licensed clinician for a reduced unit cost.**

Standards:

Services will be provided using the evidence based model, Brief Strategic Family Therapy (BSFT). Services shall focus on the presenting problem and address the presenting problem as a family issue. Staff will assist each Family Client to determine family strengths. Each Client will work with Staff to design measurable and attainable treatment goals that are unique to their needs. Staff will implement change strategies such as building conflict resolution skills, providing parenting guidance and coaching to reinforce family behaviors that will sustain new levels of family competence.

Provider will use a manual of the BSFT model to orient new Staff to the policies and procedures of the program. New Staff will have been trained in BSFT prior to hire and will be mentored by current Provider Staff. Fidelity of the application of the model is ascertained through clinical supervision sessions and case conferencing with the clinical coordinator of the program.

Referral sources shall include Broward Alliance for Student Success (BASS), teachers, guidance counselors, administrators, nurses and self-referral. Following an initial session, Staff shall contact the parents/guardians for permission to continue the services if additional sessions are warranted. Clients or Family Clients with presenting problems inappropriate for short-term intervention, or who need in-home services or require more intensive interventions shall be referred to Henderson Mental Health Center for longer-term Services. If a wait list exists, Clients will have the option to be referred to Henderson Mental Health Center.

Services shall be provided at family counseling centers that are located on school campuses. Staff will provide Services during day and evening hours to accommodate working Family Clients. This Program will be provided during the academic school year (August through June).

Services under this Agreement are typically provided weekly and for no more than 12 sessions during the school year for any Client/Family Client. Extension of treatment beyond time frames noted in the agreement must be documented in the client file and include the following information: reason for the extension request which includes a brief history of response to the program to this point in addition to the current situation; how the extension will effect the implementation of the evidenced based model; original treatment/discharge plan and new treatment plan to include frequency of review periods; assessment tools used to determine course of treatment; explanation for extending treatment versus referral if client has had only limited or no progress in this program to date; contingencies for alternative treatment or referral if needed; evidence of review by clinical treatment director and documented approval by treatment director. Director will maintain a log of approved extensions. Extensions may not go beyond an additional twelve (12) weeks and shall not exceed ten percent of the client population. This restriction does not apply to Group Counseling.

II. Requirements

A. Cultural Competence:

1. All PROVIDERS will assure equal access to quality services by diverse populations by:
 - a. Promoting and supporting the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
 - b. Developing and implementing a strategy to recruit, retain, and promote qualified, diverse and culturally proficient administrative clinical and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
 - c. Requiring and arranging for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically proficient service delivery.
 2. For PROVIDERS of mental health and behavioral services, PROVIDER shall upon the request of the Human Services Department:
 - a. Comply with the implementation of standards, goals, and objectives in the document "Cultural Competence Standards in Behavioral Health Standards" in District 10, Broward County, Florida, specific for Fiscal Year 2004-2005 and thereafter. PROVIDER agrees to 1) collaborate with the cultural competence workgroup, have a finalized needs assessment to collect baseline information; 2) develop an agency provider cultural competence plan based on standards adopted by the cultural workgroup; 3) involve PROVIDER's staff in cultural competence training activities, and 4) implement the plan.
 - b. Participate in the development and implementation of an integrated health care system in the manner requested by the Human Services Department.
- B. Organizational Profile: The Organizational Profile for PROVIDERS is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education, and human services planning in the County. It is

used for the purpose of collecting data for a county-wide resource inventory. The Children's Services Advisory Board has adopted a resolution that states that all funding recommendations and future reimbursements are contingent upon a completed Organizational Profile on file with First Call for Help. This profile is due from PROVIDER upon oral or written request by COUNTY's Contract Administrator.

C. Client Risk Prevention and Incident Reporting Requirement

PROVIDER shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the state-wide toll-free telephone number (1-800-96ABUSE). In accordance with Chapters 39 and 415, Florida Statutes, as amended from time to time, the foregoing provision is binding upon both the PROVIDER and its employees.

- D. County funds for services shall address the needs of children and their families not otherwise receiving services through Medicaid or any other third party reimbursement mechanism from the State of Florida.

- E. A minimum of 1,912 unduplicated Clients will be served annually.

- F. Commission Districts: At the date of execution of this Agreement, the service locations and the respective Commission District where services are to be provided under this Agreement are as follows:

<u>Locations</u>	<u>District</u>
Bair Middle School	1
Cooper City High School	5
Crystal Lake Middle School	4
Deerfield Beach High School	2
Everglades High School	8
Ft. Lauderdale High School	9
J. P. Taravella High School	3
New River Middle School	7
Northeast High School	4
Perry Middle School	8
Plantation High School	1
Sawgrass Springs Middle School	3
South Broward High School	6
Tequesta Trace Middle School	8
Westwood Heights Elem. School	7

III. Definition of Units of Service

A unit is defined as:

A. Individual Counseling

A session consists of **60 minutes per Client with a minimum of 45 minutes of face-to-face counseling service within a session. When justified in writing, for sessions lasting less than sixty (60) minutes, COUNTY will reimburse provider for each full 15 minute increment at the rate of 1/4 the unit rate. In addition, the COUNTY also will reimburse**

for each full 15 minute increment beyond the 60-minute session at the rate of 1/4 of the unit rate, in the event a session needs to be extended.

B. Family Counseling

A session consists of 60 minutes per Family Client with a minimum of 45 minutes of face-to-face counseling service within a session. When justified in writing, for sessions lasting less than sixty (60) minutes, COUNTY will reimburse provider for each full 15 minute increment at the rate of 1/4 the unit rate. In addition, the COUNTY also will reimburse for each full 15 minute increment beyond the 60-minute session at the rate of 1/4 of the unit rate, in the event a session needs to be extended.

C. Group Counseling

- 1) Process Group: A session consists of 60 minutes per group with a minimum of 3 Clients per group and a maximum of 10 Client per group and a minimum of 45 minutes of face-to-face counseling service within a session. When justified in writing, for sessions lasting less than sixty (60) minutes, COUNTY will reimburse provider for each full 15 minute increment at the rate of 1/4 the unit rate. In addition, the COUNTY also will reimburse for each full 15 minute increment beyond the 60-minute session at the rate of 1/4 of the unit rate, in the event a session needs to be extended.
- 2) Educational Group: A session consists of 60 minutes per group with a minimum of 3 Clients per group and a minimum of 45 minutes of face-to-face counseling service within a session. When justified in writing, for sessions lasting less than sixty (60) minutes, COUNTY will reimburse provider for each full 15 minute increment at the rate of 1/4 the unit rate. In addition, the COUNTY also will reimburse for each full 15 minute increment beyond the 60-minute session at the rate of 1/4 of the unit rate, in the event a session needs to be extended.

D. Suicide Counseling

A session consists of 60 minutes per Client with a minimum of 45 minutes of face-to-face counseling service within a session. When justified in writing, for sessions lasting less than sixty (60) minutes, COUNTY will reimburse provider for each full 15 minute increment at the rate of 1/4 the unit rate. In addition, the COUNTY also will reimburse for each full 15 minute increment beyond the 60-minute session at the rate of 1/4 of the unit rate, in the event a session needs to be extended.

A unit of service will only be considered as delivered and payable when the unit of service has been reported in the Human Services client information software system or other pre-approved communication system and submitted via diskette or other pre-approved communication method to COUNTY. COUNTY can change the communication system that is to be used and submitted by PROVIDER for reporting units of service, at any time, upon notification to PROVIDER in writing. Additionally, if applicable, all required fields within the software system must be completed thoroughly and accurately for units of services to be considered as delivered and payable. All units of service reported on diskette or other pre-approved method of telecommunication must correspond to the units of service reported on invoices submitted for billing purposes.

IV. Cost Per Unit of Service

A. Individual Counseling

Licensed:

\$92.00 (or \$23.00 for subsequent 15 minutes intervals which represents a 1/4 unit of service)

Taxonomy: RF-330

Master's level staff under supervision of a licensed clinician:

\$79.00 (or \$19.75 for subsequent 15 minutes intervals which represents a 1/4 unit of service)

Taxonomy: RF-330

B. Family Counseling

Licensed:

\$92.00 (or \$23.00 for subsequent 15 minutes intervals which represents a 1/4 unit of service)

Taxonomy: RF-200

Master's level staff under supervision of a licensed clinician:

\$79.00 (or \$19.75 for subsequent 15 minutes intervals which represents a 1/4 unit of service)

Taxonomy: RF-330

C. Group Counseling (Process and Educational)

Licensed:

\$92.00 (or \$23.00 for subsequent 15 minutes intervals which represents a 1/4 unit of service)

Taxonomy: RF-250

Master's level staff under supervision of a licensed clinician:

\$79.00 (or \$19.75 for subsequent 15 minutes intervals which represents a 1/4 unit of service)

Taxonomy: RF-330

D. Suicide Counseling

Licensed:

\$92.00 (or \$23.00 for subsequent 15 minutes intervals which represents a 1/4 unit of service)

Taxonomy: RP-450. 825

Master's level staff under supervision of a licensed clinician:

\$79.00 (or \$19.75 for subsequent 15 minutes intervals which represents a 1/4 unit of service)

Taxonomy: RF-330

Where PROVIDER bills at an hourly rate, COUNTY agrees to reimburse for full fifteen (15) minute increments, unless otherwise provided herein, at the rate of one-quarter (1/4) of the respective unit rate, so long as PROVIDER has provided the unit of service as required under the definition of a unit of service.

V. Maximum Number of Units to be Purchased/Maximum Dollar Amount

A. **Individual Counseling**

Units per Term of Agreement: N/A \$ Amount Per Term of Agreement: N/A

B. **Family Counseling**

Units per Term of Agreement: N/A \$ Amount Per Term of Agreement: N/A

C. **Group Counseling**

Units per Term of Agreement: N/A \$ Amount Per Term of Agreement: N/A

D. **Suicide Counseling**

Units per Term of Agreement: N/A \$ Amount Per Term of Agreement: N/A

Total \$ Amount Per Term of Agreement: \$1,091,944.00

VI. Outcomes/Indicators

Outcomes and indicators are attached.

VII. Other County Requirements

A. Housing:

☐ Check if applicable

In the event room and board or any other housing service is provided under this Agreement, the following shall apply.

1. PROVIDER agrees to provide room and board in clean and reasonably comfortable facilities acceptable to COUNTY for all services rendered under this Agreement. The adequacy of room and board shall be evaluated during any Site Visit by COUNTY staff.
2. Room accommodations shall include a bedroom that is safe, clean, and well-maintained, supplied with a bed with a clean mattress in good condition, and no smaller than a twin-sized bed. The bedroom lighting must be safe and sufficient for reading and the room must also contain at least one storage area for the Client's personal belongings. The facility must also supply adequate toilet and bathing accommodations.
3. Board accommodations shall include three (3) meals a day and snacks. The evening meal shall be hot, nutritionally sound and substantial. Meals may be prepared by PROVIDER for the Client, or PROVIDER may supply the Client with sufficient quantities of nutritious food and the proper utensils and supplies needed so that the Client may prepare his/her own meals. If a referred Client should have any specific dietary needs, PROVIDER agrees to make a reasonable effort to accommodate these needs.

4. PROVIDER agrees to maintain house rules which support and encourage each Client's participation in the Program as prescribed by his/her treatment plan. PROVIDER also agrees to submit the necessary documentation to the Contract Administrator or designee to aid in monitoring at the facility and at any COUNTY sites, if applicable.
5. PROVIDER agrees to facilitate continuity of care for the benefit of Clients by linking with other homeless continuum of care service providers by prioritizing Clients identified as "homeless" for this Scope of Services.
6. PROVIDER agrees to share Client information, upon written request of Client, with other homeless continuum of care and human services providers in the Network. PROVIDER agrees to provide any and all Client information and reports, required by COUNTY, in order to measure outcomes, obtain administrative data or include Clients in COUNTY's "Client Advocate" case management coordination and aftercare program to facilitate Client access to housing and services.
7. Definition of Homeless:

A person sleeping in a place not meant for human habitation or in an emergency shelter, a person in transitional or supportive housing for homeless persons referred from community agencies, hospitals, churches, and the police department who originally came from the street or an emergency shelter. The program does not cover populations who are at risk of becoming homeless.

VIII. Special Division Requirements (if appropriate)

Check here if the following applies ✓ PROVIDER agrees to match the dollar amount actually paid by COUNTY to PROVIDER ("Paid Contract Amount") in an amount no less than ten percent (10%) of the Paid Contract Amount. The match may be provided in the form of direct units of service, cash, or in-kind contributions. PROVIDER shall provide proof of the match on or before the due date of the invoice(s) which include(s) the last 10% of payment due from COUNTY to PROVIDER. Such proof shall also include such documentation as the Contract Administrator may require in his/her sole and absolute discretion. To the extent that PROVIDER fails to provide such proof, then that amount shall be deducted from any amounts due and owing by COUNTY to PROVIDER under this Agreement or any other agreements between the parties.

(Remainder of page left blank intentionally)

EXHIBIT D-1
OUTCOMES

Program Name: Behavioral Health/Family Counseling Contract # 07-CSAD-8267-01
 Agency Name: School Board of Broward Program # 1
 Division: Children's Services Admin. Div.

Activities	Outcomes	Indicators	Data Source Data Collection Method
Individual Counseling Family Counseling Group Counseling Suicide Counseling	Clients improve school performance	80% of Clients presenting with school problems and who have attended at least 4 sessions improve in at least 1 targeted area of school performance (grades, attendance, behavior referrals) by termination of counseling.	Treatment Plan, Report cards; Attendance records; written reports from teachers, parents, school administrators, guidance counselors; written interim reports; behavioral referral history.
	Clients improve their mental health functioning.	80% of Clients served demonstrate improvement in social and/or emotional functioning.	Children's Global Assessment Scale (CGAS) pre/post test (or similar instrument approved in writing by County Contract Administrator)
Family Counseling	Family Clients improve family functioning.	80% of Family Clients served for a minimum of 4 sessions improve their family functioning treatment objective.	Solution focused scale (or similar instrument approved in writing by County Contract Administrator)
Individual Counseling Family Counseling Group Counseling Suicide Counseling	Clients maintain their level of mental health functioning.	70% of Clients responding to a survey report maintenance of the gains made in counseling 90 days after termination of services.	Follow-up mail/telephone survey 90-day post counseling for Client who attended at least four counseling session. Information will be maintained in the Administrative office. (The target response rate will be a minimum of 10%).

EXHIBIT D-2
MONITORING REQUIREMENTS

I. Organizational Quality

A. Mission Statement

1. The PROVIDER's Mission Statement is posted in view of service recipients.
2. Services are consistent with the Organization's Mission Statement.

B. Code of Ethics

1. The PROVIDER has a written Code of Ethics that reflects the organization's principles, philosophy, values for service delivery, and interaction with Clients.
2. The PROVIDER orients staff to the Code of Ethics.
3. Procedures are in place to investigate and respond to alleged violations of the Code.

C. Clients' Rights, Confidentiality, Grievance, and Waiting List Procedures

1. The PROVIDER has a Clients' Rights policy that is distributed to Clients and staff. Such Clients' Rights policy assures that the Clients' decisions and needs drive the treatment process, and assure a fair process of review if the Client believes he/she has been mistreated, poorly served or wrongly discharged from services. Services should be made available to all who are eligible and seeking services. The program must have written eligibility criteria for review for individuals seeking services.
2. The PROVIDER must have written policies for Client confidentiality and release of information. PROVIDER has a policy that describes under what circumstances Client information can be released (name of agency/individual with whom information will be shared, information to be shared, duration of the release consent, and Client's signature).
3. The PROVIDER has Grievance Procedures that are distributed to Clients and staff.
4. Grievances filed by Clients or employees are kept in a file folder with dispositions for review during monitoring site visits.
5. The PROVIDER will have a ranking criteria utilized for eligible applications when waiting lists exist.

D. Client File Management

1. The PROVIDER has procedures in place to control access to electronic and/or hard copy of Client's records for Client confidentiality.
2. Procedures for safeguarding Client's files have been developed in the event of an emergency.
3. Client's files will be in a secured and protected area.
4. Client's files will not include loose pages.
5. Procedures for acceptable error corrections are followed in Client's files (no correction fluid, strike-outs that result in illegible original entry).

6. Original source documents must be available for review.

7. If logs and/or sign-in sheets are used, beginning and ending times/dates of service must be present and progress notes in the Client's file must match logs and sign-in sheets, as applicable.

E. Emergency Preparedness Plan

1. The PROVIDER has a formal Plan that covers workplace violence, fire, flood or hurricanes, bomb threats, civil unrest, and other potential emergencies.
2. The PROVIDER has emergency procedures for contacting Client(s) and staff, securing facilities, and providing services before, during and after an emergency event.

F. Service Facility

1. Interior and exterior of premises are clean and well-maintained.
2. Restrooms are clean and appropriately equipped with supplies.
3. Separation of space allocated for administrative and direct service use.
4. Privacy is provided to Clients receiving services.
5. Routine fire safety inspections have been conducted indicating compliance.

G. Fiscal Practices

1. Have on hand all original payroll and employee benefit documentation, receipts, paid invoices, canceled checks or any other source documentation for Cost Reimbursement items and expenses.
2. Time-based units of service are documented with Client name, date of service, and beginning and ending times dates. All are to be verifiable through Client file review.
3. When there are several funding sources used within the same program, written policies are available that state under what conditions the various funding sources are to be used.

H. Cultural Competency Plan

II. Client Files Contents - PROVIDER must maintain a case file, where appropriate, for each Client served through this Agreement. At a minimum, the file must contain, unless waived in advance in writing by the Contract Administrator, but only in the event that it is not applicable or relevant to the service or service practice as follows:

- A. An immediately accessible Fact or Intake Form to include, Case File number; Client's name; date of birth; Social Security Number or other identifier; Client eligibility; race/ethnicity; income and income verification where income is criteria for eligibility or assessment of Client fees; payment source; emergency contact information; dates of program entry and discharge; and record of services arranged, provided or delivered through this Agreement whether directly or subcontracted with the certification of dates by appropriate PROVIDER staff.
- B. The file shall also contain originals of the following: case and/or progress notes; individual treatment plans; individual case management plans; residential occupancy logs; shelter logs; telephone logs; service delivery records including treatment schedules; purchase records; accounting records; professional credentials; consumer satisfaction surveys; internal evaluation procedures; agency and project records of goals and objectives and attainment/accomplishment.

All file entries must be dated, legible, and substantive, and the file must be current and consistent in chronological presentation.

- C. Case numbers when used must be used consistently throughout the files in conjunction with the name, Social Security, and/or Case File number or other identifier and date of birth whenever that information appears.
 - D. Details of sensitive services may be segregated within the file, but they must be clearly dated and initialed so that verification of service delivery may be obtained from this source if no other file source provides sufficient verification.
 - E. If PROVIDER bills units of service delivered by individual employees or volunteers, internal systems must exist to allow the units billed to be identified as a specific worker's product while still meeting Client file criteria shown above.
 - F. Assignment and appointment logs, mileage records, signed time sheets, personnel and payroll records must also be available for review inspection and copying by COUNTY in addition to Client's case files.
 - G. File entries to be current, consistent, and timely; dated in chronological order; address achievement of service plan goals; beginning and ending time/date, if time-based units of service; and signature, title, and credentials of file entry writer.
 - H. Other file contents to include signed releases for information or notation that releases for information will be obtained on an "as needed" basis based on PROVIDER policy. PROVIDER must have signed releases for any referrals made on behalf of the Client. For clinical programs, PROVIDER must ensure a treatment consent has been signed by the Client prior to treatment.
 - I. Client Needs Assessment must, at a minimum, include client strengths, weaknesses, and required services.
 - J. Individual Service Plan must include measurable goals/objectives, evidence of Client's participation in Plan development, and time-frames for goal achievement.
 - K. Referrals must be documented within the file and tracked. Follow-up of referrals with the referring agency must be timely documented.
 - L. Client Discharge must be documented with formal discharge plan and discharge follow-up as appropriate.
- III. Human Resources - PROVIDER must maintain current organizational chart that reflects agency positions and lines of authority.

Personnel and Volunteer Files Contents are to include:

- A. Employment/Volunteer application and/or resume.
- B. Documentation and verification of degree(s), certification, and/or licensure for applicable volunteers/employees.
- C. Completed performance evaluation for staff employed over one year.
- D. Completed Federal INS 1-9 Form.

- E. Job description relevant to the position held with documentation of distribution to the volunteer/employee.
- F. Background screening according to federal, state, and local statutes. PROVIDER is to maintain these screening requirements for volunteers/employees based on the population served.
- G. Verification of volunteer/employee receipt of policies/procedures manual, employee handbook, and Drug Free Workplace policy.

IV. Contracted Services

A. Program Service Criteria

- 1. PROVIDER shall have formal, written Client eligibility criteria applied to each Client served and documented in each Client's file.
- 2. PROVIDER shall have formal, written client termination criteria applied to each client served and documented in each Client's file.

B. Client Participation

- 1. PROVIDER shall administer a program specific Client satisfaction survey to each Client a minimum of one time per year per service, unless otherwise directed in this Agreement.
- 2. PROVIDER shall compile and incorporate survey results into program planning and improvement.

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



Exhibit E-1 (page 2 for New NON-Children Services Contracts)
Board of County Commissioners, Human Services Department

Contracted Services Invoice

Agency Name:

Billing Period:

Contract #:

Program Name:

Program #:

A. Grand Total Units Billed (add additional sheets if more than 10 types of units)

Taxonomy	Unit/Service Type	(Unit Cost)	x (# Units this month - # Disallowed Units)	=	Total \$ Value	90% of Total \$ Value of Units	Total Billable Value YTD	Annual Maximum
1			x	=				
2			x	=				
3			x	=				
4			x	=				
5			x	=				
6			x	=				
7			x	=				
8			x	=				
9			x	=				
10			x	=				
Total Billable Value for This Month (to page 1, "A")								

B. Third Party Payments

Taxonomy Unit/Service Type

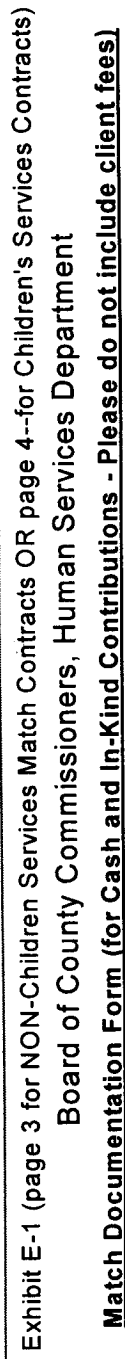
Value this Month

1
2
3
4
5
6
7
8
9
10

Complete this section (Re: Article 4 of the agreement) if the organization received 3rd party payments, defined as any monies received for services provided under this agreement (client fees, insurance, Medicaid, etc.). This amount must be deducted from the request for reimbursement. The value of 3rd Party payment shall not exceed the unit cost for each unit where Reimbursement is made.

Total Third Party \$ Amount Billed value to page 1, "B" L64-07-CSAD-8267-01

FY 2007



Billing Period:

[illegible]

I hereby affirm that the match described above adds to the organization's capacity to provide services in the above contract, and are not derived from any grant of Broward County School Board

-66-
07-CSAD-8267-01
FY 2007

Date:

Maximizing Your

Total 3rd party \$ this page:		Total # units this page:	
Broward County School Board		Grand Total # Units for this invoice (Bring Forward to "A" on p.1):	
07-CSAD-8267-01		Entries Verified By:	

**EXHIBIT F-1
OUTCOME REPORT**

Provider's Name: _____ Contract Number: _____ Program Number: _____ Year: 20
 Quarter (Check One): (Oct. 1 - Dec. 31) ☐ (Jan. 1 - Mar. 31) ☐ (Apr. 1 - Jun. 31) ☐ (Jul. 1 - Sept. 30) ☐
 Service Description: _____

Outcome (As stated in contract): _____

1. Performance Indicator: _____

Quarter (Can be duplicated as between quarters)				Cumulative Fiscal Year-to-Date Total (must be unduplicated)		
# of Clients Served	# of Clients Evaluated	# of Clients Achieving Indicators	Percent [(3) divided by (2)]	# of Clients Served	# of Clients Evaluated	Percent [(7) divided by (6)]
(1)	(2)	(3)	(4)	(5)	(6)	(8)

2. Performance Indicator: _____

Quarter (Can be duplicated as between quarters)				Cumulative Fiscal Year-to-Date Total (must be unduplicated)		
# of Clients Served	# of Clients Evaluated	# of Clients Achieving Indicators	Percent [(3) divided by (2)]	# of Clients Served	# of Clients Evaluated	Percent [(7) divided by (6)]
(1)	(2)	(3)	(4)	(5)	(6)	(8)

3. Performance Indicator: _____

Quarter (Can be duplicated as between quarters)				Cumulative Fiscal Year-to-Date Total (must be unduplicated)		
# of Clients Served	# of Clients Evaluated	# of Clients Achieving Indicators	Percent [(3) divided by (2)]	# of Clients Served	# of Clients Evaluated	Percent [(7) divided by (6)]
(1)	(2)	(3)	(4)	(5)	(6)	(8)

Continue on additional sheets, if necessary.

Attach a narrative listing the barriers experienced in outcome achievement or evaluation and any noteworthy activities that have occurred during the quarter. Also include a brief narrative explanation for each performance indicator Percent [(4) and/or (8)] that is 5 or more percentage points below the contractually required level.

Prepared By: _____ Print Name above
 Authorized Signature: _____ Title: _____ Date: _____

EXHIBIT F-1 Continued

Outcome Report Instructions

The following directions are meant to simplify the process. The directions are presented in the order that the item appears on the page.

1. Outcome: Type or neatly print the outcomes as they appear in Exhibit D of your contract. Use a separate Outcome Report sheet for each outcome.
2. Performance Indicators: Type or neatly print the performance indicators that apply to the respective outcome as they appear in Exhibit D of your contract.
3. Number of Clients Served: Indicate the number of Clients that were served on that outcome for the quarter that is being reported on. In the event that the performance indicator is with respect to follow-up, indicate those Clients who are receiving follow-up.
NOTE: A Client can be served in more than one (1) quarter and reported in the number of clients served box (1). A Client can be counted in more than one quarterly report.
4. Number of Clients Evaluated: Indicate the number of Clients that have been served for the period required in the outcome and/or performance indicator who must all be subsequently evaluated.
5. Number of Clients Achieving: Indicate the number of clients that have successfully attained that particular performance indicator.
6. Percent: Compute the attainment percent by dividing the number of Clients that achieved the performance indicator by the number of Clients that were evaluated on the performance indicator.
7. Fiscal Year-to-Date: This is where cumulative, unduplicated totals are recorded (boxes 5 through 8).
8. Provide a brief explanation for any achievement percentages that are five (5) or more points below the contractually required attainment percentage levels.
9. Use copies of this form if your program has more than three (3) performance indicators or more than one (1) outcome.

EXHIBIT F-2 **CLIENT DEMOGRAPHIC DATA REPORT**

Provider's Name: _____ Year: 20____ Quarter (Check One): (Oct. 1 - Dec. 31) ☐ (Jan. 1 - Mar. 31) ☐ (Apr. 1 - Jun. 31) ☐ (Jul. 1 - Sept. 30) ☐
 Program Name: _____ Contract Number: _____ Date Stamp when Received _____
 CHECK ONE ☐ Agency Records ☐ Estimate ☐ Other (Identify) _____
 a. Number of clients enrolled at the beginning of quarter for this Agreement _____ (a + b)
 b. Number of new clients in this quarter _____
 c. Number of clients terminated in this quarter _____
 d. Number of clients at the end of the quarter _____ (a + b - d)
 e. Number of clients at the end of the quarter _____
 f. Total number of unduplicated clients served, year-to-date for this Agreement _____

The data below must reflect the total of ALL Clients Served Year to Date for this Agreement (see f. above.)																
Age													Estimated Poverty Level			
Check age category applicable to Client's Served	Choose A. , or B.	0-5	6-10	11-13	14-15	16-17	18-19	20-21	21+	Total (all ages)	Total (all ages and sexes)	Estimated number served who are ≤ Poverty Level	Estimated number served who are > Poverty Level			
		Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex					Sex		
Category		M	F	M	F	M	F	M	F	M	F					
1. African American																
2. American Indian																
3. Black Hispanic																
4. White Hispanic																
5. Asian Indian																
6.Other Asian																
7.Haitian																
8. Other																
9. White																
10. Total																

EXHIBIT G
REQUIRED REPORTS AND SUBMISSION DATES
Nonprofit Unit of Service Contract

<u>Description of Report(s)</u>	<u>Required Submission Date(s)</u>
1. Invoice	Monthly: an original and 1 copy
2. Required Services Documentation form	Monthly: Submitted with Invoice - an original and 1 copy
OR	
3. Client Information System Disk	Monthly: Submitted with Invoice
4. Outcome Report	Submit with Invoice - Due on or before: Jan. 15, Apr. 15, July 15, Oct. 15 An original and 2 copies
5. Client Demographic Data for Agency	Submit with Invoice - Due on or before: Jan. 15, Apr. 15, July 15, Oct. 15 An original and 2 copies
6. M/WBE Policy/Action Plan	Due prior to or by execution of contract - 1 copy
7. Equal Employment Opportunity Policy	Due prior to or by execution of contract - 1 copy
8. American with Disabilities Act Policy	Due prior to or by execution of contract - 1 copy
9. Non-Discrimination Policy	Due prior to or by execution of contract - 1 copy
10. Current Certificate of Insurance	Due prior to or by execution of contract and prior to expiration. Submit to Human Services Repository - 2 copies (A current Certificate of Insurance
11. Current Annual Audited Financial PROVIDER's Statements	Due within 120 days after the close of fiscal year end - Submit to Human Services
12. State Financial Assistance reporting package	Due within 120 days after the close of PROVIDER's fiscal year end - 3 copies
13. a. Blank Client Satisfaction Survey b. Compiled Client Satisfaction Survey	Due with signed contract - 2 copies Due July 15
14. Current Organizational Profile	Due upon request - send directly to First Call for Help
15. Monitoring Reports and/or Accreditation Reports from other agencies or funding sources.	Due within 30 days of receipt.

Note: Failure to submit the foregoing reports on or before the due date shall result in the suspension of any and all payments due by COUNTY to PROVIDER.

ADDENDUM TO AGREEMENT FOR SCHOOL BOARD

1. Delete Article 7 and substitute the following:

TERMINATION OF AGREEMENT

- 7.1 This Agreement may be terminated for cause by action of the Board or by PROVIDER if the party in breach has not corrected the breach within thirty (30) calendar days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience at any time by the Director of Human Services or PROVIDER upon not less than ninety (90) calendar days' prior written notice to the other party. Such notice shall be done in accordance with Section 32.4 of this Agreement. This Agreement may also be terminated by the Director of Human Services upon such notice as Director of Human Services deems appropriate under the circumstances in the event the Director of Human Services determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or any material breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured. PROVIDER may terminate this Agreement pursuant to the requirements of Section 1011.14, Florida Statutes, as amended from time to time.
- 7.3 Notice of termination shall be provided in accordance with Section 32.4 of Article 30 of this Agreement except that notice of termination by the Director of Human Services, which the Director of Human Services deems necessary to protect the public health, safety, or welfare, may be verbal notice through the Contract Administrator which shall be promptly confirmed in writing by the Director of the Human Services in accordance with Section 32.4 of Article 32 of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience by either party pursuant to Section 7.1 above, PROVIDER shall be paid for any services performed up to and including to the effective date of termination of this Agreement; however, in the event of such termination by COUNTY, upon being notified of COUNTY's election to terminate, PROVIDER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. The PROVIDER acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the receipt and adequacy of which is hereby acknowledged by PROVIDER, is given as specific consideration to PROVIDER for COUNTY's right to terminate this Agreement for convenience. The COUNTY acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be

paid by PROVIDER, the receipt and adequacy of which is hereby acknowledged by the COUNTY, is given as specific consideration to COUNTY for PROVIDER's right to terminate this Agreement for convenience.

- 7.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant Article 9.
- 7.6 Broward County's Board of Commissioners shall be the final authority as to the availability of funds and how available funds will be allotted among its various providers. In the event funds to finance the services set forth in Article 4 become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' prior written notice to the other party.
- 7.7 Except as otherwise specifically provided, whenever notice of termination is being provided under Article 7 herein, it shall be given in accordance with the "Notices" procedures stated in Section 32.4, of Article 32 of this Agreement.
- 18.7 This Agreement may also be terminated in accordance with Section 13.5 using the notices procedures in Article 32, Section 32.4.

2. Delete Article 12 and substitute the following:

ARTICLE 12

FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

- 12.1 PROVIDER shall provide COUNTY a special report by an independent Certified Public Accountant, or by the entity's internal auditor on the elements specified in Section 12.3 below. PROVIDER agrees to submit three (3) copies of this report to the Human Services Repository, Program Development, Research and Evaluation Division.

In addition, in the event PROVIDER expends a total amount of State Financial Assistance equal to, or in excess of Three Hundred Thousand Dollars (\$300,000.00) in any fiscal year of such PROVIDER, PROVIDER shall have a state single audit or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes, as amended from time to time, applicable rules of the Executive Office of the Governor, Rules of the Comptroller, and Chapter 10.600, rules of the Auditor General, as amended from time to time. In determining the State Financial Assistance expended in its fiscal year, PROVIDER shall consider all sources of State Financial Assistance, including State Financial Assistance received from COUNTY, except that State Financial

Assistance received for federal financial assistance and state matching requirements shall be excluded from consideration.

In the event PROVIDER meets the requirements for compliance with the Florida Single Audit Act, PROVIDER shall also prepare the state financial reporting package containing the following: 1) Schedule of State Financial Assistance, 2) Auditor's Report, 3) management letter, 4) PROVIDER's written response or corrective action plan, 5) correspondence on follow-up of previous year's corrective action taken, and 6) such other information as may be determined by the Auditor General to be necessary and consistent with Section 215.97, Florida Statutes, as amended from time to time.

The Schedule of State Financial Assistance shall state whether the State Financial Assistance shown on the schedule is presented fairly in all material respects in relation to the non-state entity's financial statements taken as a whole.

PROVIDER agrees, as a condition to receiving State Financial Assistance, it shall allow the state awarding agency, the comptroller, and the Auditor General access to the independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes, as amended from time to time.

- 12.2 If the special report is prepared by an independent Certified Public Accountant, it shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with those sections as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein.
- 12.3 The special report shall show all revenues by source and all expenditures as set forth in this Agreement for each specific Program/Project for which grant funds were provided. The report shall include an opinion (finding, in the case of an internal auditor) as to whether the funds received under the applicable grant agreement with COUNTY have been expended in accordance with this Agreement. It shall specifically disclose the interest computed as earned on these funds. It shall identify the total of noncompliant expenditures and interest earned as due back to COUNTY.
- 12.4 PROVIDER agrees to reimburse COUNTY any and all funds not used in compliance with this Agreement by PROVIDER.

- 12.5 The reporting period for the financial disclosure information described in 12.1 and

12.2 above shall be PROVIDER's fiscal year. The information shall be filed with the Human Services Repository, Program Development, Research and Evaluation Division within one hundred and twenty (120) calendar days after the close of each of PROVIDER's fiscal years in which PROVIDER accounts for funds under this Agreement or with any other agreements that PROVIDER has with COUNTY.

Copies of the State Financial Assistance reporting package required by Section 215.97, Florida Statutes, as amended from time to time, shall be submitted to the Human Services Repository, Program Development, Research and Evaluation Division, to the state awarding agency, and to the State of Florida Auditor General, Room 574, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32302-1450.

- 12.6 Late submission of the special report or any other documents required herein shall result in suspension of payment under this and subsequent Agreements until the report is received and accepted by COUNTY, and shall be a factor in evaluating future funding requests. Suspension of payment shall not excuse PROVIDER from continued delivery of services, although COUNTY will not accept invoices until such report is received and accepted by COUNTY.
- 12.7 PROVIDER shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of any compliance audits required by law within forty-five (45) calendar days of receipt and a copy of the response within forty-five (45) calendar days of the date prepared.
- 12.8 PROVIDER shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of any and all management letters arising from audited financial statements within one hundred and twenty (120) calendar days of the close of PROVIDER's fiscal year.
- 12.9 PROVIDER shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of the schedule of corrections developed in response to said management letter(s) within forty-five (45) calendar days of development.
- 12.10 PROVIDER shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of any compliance audits required by law within forty-five (45) calendar days of receipt and a copy of the response within forty-five (45) calendar days of the date prepared.

3. Delete Article 14 and substitute the following:

ARTICLE 14

INDEMNIFICATION CLAUSE

Any PROVIDER which is a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, as amended from time to time, agrees to be fully responsible for its acts of negligence, or its agents acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any PROVIDER to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or under this Agreement.

4. Delete Article 16 and substitute the following:

ARTICLE 16

INSURANCE

As PROVIDER is a State Agency as defined by Section 768.28, Florida Statutes, as amended from time to time, PROVIDER shall furnish to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of written verification of liability protection in accordance with Section 768.28, Florida Statutes, as amended from time to time, prior to final execution of this Agreement. Additionally, if PROVIDER elects to purchase any additional liability coverage including excess liability coverage, PROVIDER agrees that the BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS will be listed as the certificate holder and included as an additional named insured on the certificate.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 27th day of June, 2006, and The School Board of Broward County, Florida as PROVIDER, signing by and through its Chair duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____

Print/Type Name

_____, day of _____, 20____

Signature

Print/Type Name

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

Approved as to Insurance
Insurance Requirements
Risk Management Division:

Authorized Signature (Date)

By: _____ (Date)
Assistant County Attorney

Print name and title above

ADDENDUM TO AGREEMENT FOR SCHOOL BOARD

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AS PROVIDER, FOR BEHAVIORAL HEALTH SERVICES, CONTRACT NUMBER 07-CSAD-8267-01

PROVIDER

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

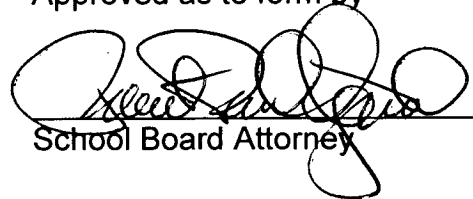
By _____
Beverly A. Gallagher
Chair

_____ day of _____ 20 ____

James F. Notter
Interim Superintendent of Schools

(SCHOOL BOARD SEAL)

Approved as to form by



School Board Attorney

AddSchool-fy07.frm
06/16/06

EXHIBIT A

AUTHORIZED INVOICE SIGNATORS

The School Board of Broward County, Florida, meeting on _____

_____ by motion and vote, duly recorded in the minutes thereof, did authorize
(Date)

(Name and Title)

and _____ to sign monthly invoices and
(Name and Title)

certification statements as required by the Agreement between Broward County and
The School Board of Broward County, Florida.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Signature of Superintendent

Signature of Chair

Appearing below are samples of signators authorized by THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA, to sign invoices as required by BROWARD COUNTY.

(Signator)

(Type Name and Title)

(Signator)

(Type Name and Title)

(SCHOOL BOARD SEAL)