

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT


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July 22, 2013

TO: School Board Members

FROM: Kathrine Francis 
Executive Director
Exceptional Student Education & Support Services

VIA: Robert W. Runcie 
Superintendent of Schools

SUBJECT: **Revision to FF-9, Contract with Broward Behavioral Health Coalition (BBHC), for the July 23, 2013 Regular School Board Meeting**

Attached is a revision for FF-9, Contract with Broward Behavioral Health Coalition (BBHC), for the July 23, 2013 Regular School Board Meeting.

A change in BBHC contract language was submitted on Friday, July 19, 2013.

RWR/kf:cg/dc
Attachments
c: Senior Leadership Team

CONTRACT 343BBHC07

THIS CONTRACT is entered into between the Broward Behavioral Health Coalition ("BBHC") hereinafter referred to as the Managing Entity ("ME") and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA – A political subdivision of The State of Florida, hereinafter referred to as the "Provider."

1. Contract Document

The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, and documents incorporated by reference which constitute the contract document.

2. Requirements of Section 287.058, Florida Statutes

The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. These deliverables must be received and accepted by the ME, or its designee, in writing prior to payment. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this Contract, submit bills for any travel expenses in accordance with §112.061, Fla. Stat., or at such lower rates as may be provided in this Contract. Provider shall provide public access to all documents, papers, letters, or other public records as defined in §119.011(12), Fla. Stat. and as prescribed by §119.07(1) Fla. Stat., made or received by the Provider in conjunction with this Contract, except that public records which are deemed confidential by law shall be protected from disclosure. It is expressly understood the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the ME may unilaterally terminate the Contract.

3. Provisions of the Prime Contract

All provisions, terms and conditions, or amendments, addendum, changes or revisions applicable to the Provider made subsequent to the initial execution of the Prime Contract, i.e., the Contract entered into between the Florida Department of Children and Families ("DCF") and BBHC (ME), not in conflict with this Contract, shall be binding upon the Provider and agrees to comply with same. The Prime Contract is incorporated herein by reference. In case of conflict with the provisions, terms and conditions of The Prime Contract and this Contract, the provisions, terms and conditions of the Prime Contract will prevail. In the event of a conflict between the provisions of the documents of this Contract, the documents shall be interpreted in the order of precedence listed in **Paragraph 46**, of this Standard Contract.

4. Effective and Ending Dates

This Contract shall begin on **July 1, 2013**. It shall end at midnight, local time in Broward County, Florida on **June 30, 2014**.

5. State of Florida Law

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be the appropriate state court in Broward County, Florida.

6. Federal Law

- a. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including but not limited to, 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.
- b. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the ME.
- c. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Network Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Network Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III (attached). If a Disclosure of Lobbying Activities form, Standard Form LLL (attached), is required, it may be obtained from the ME contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the ME, prior to payment under this Contract.
- d. Unauthorized aliens shall not be employed. The ME shall consider the employment of unauthorized aliens a violation of §274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the ME. Pursuant to Executive Order 11-2 signed on January 4, 2011, the Provider, and if applicable all subcontractors for work contemplated under this Contract, shall use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and the subcontractors' employees performing under this Contract.
- e. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- f. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro- Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

7. Audits, Inspections, Investigations, Records and Retention

a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds (to include funds used to meet the local match requirements per 65-E-14 F.A.C., if applicable) provided by the ME under this