

LOCAL MATCH PROVIDER AGENCY SHELL

AGREEMENT

Between

BROWARD COUNTY

and

FOR LOCAL MATCH FUNDING OF
COMMUNITY MENTAL HEALTH SERVICES

Fiscal Year 2010

Contract Number: _____

A G R E E M E N T

Between

BROWARD COUNTY

and

FOR LOCAL MATCH FUNDING OF
COMMUNITY MENTAL HEALTH SERVICES

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

_____ hereinafter referred to as "PROVIDER,"
[insert an active non-profit Florida Corporation or applicable public entity].

WHEREAS, COUNTY has agreed to participate as a source of local matching funds required of all providers of state-funded community mental health and substance abuse services; and

WHEREAS, an agreement which is the basis for the COUNTY's participation has been entered into by and between PROVIDER and the STATE OF FLORIDA, DEPARTMENT OF CHILDREN AND FAMILIES; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement: This document, Articles 1 through 32, inclusive, the "Whereas" clauses recited above, and all exhibits, addendum, and attachments are expressly incorporated by reference.
- 1.2 Board: The Broward County Board of County Commissioners.
- 1.3 Contract Administrator means 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 Article 23 of this Agreement. 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.

- 1.4 Department or "DCF" means the Florida Department of Children and Families.
- 1.5 DCF Agreement means the agreement between PROVIDER and the Florida Department of Children and Families for Community Mental Health Services. A copy of the agreement is attached hereto as Attachment I and incorporated herein by reference.
- 1.6 Human Services Department or Human Services means the Broward County Human Service Department.
- 1.7 Network means the Client Services Management System and any other participant information collection and data exchange system(s) designated by COUNTY.
- 1.8 Registered User means an individual who has attended and completed a Network training class, has submitted a Network user access request form, and has been issued a Network identifier/user name and password by COUNTY.
- 1.9 Scope of Services: The Scope of Services consists of the services as referenced in the "SCOPE OF SERVICES" in Article 3, of this Agreement.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement shall be from _____20__ through _____, 20____ ("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, 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 6, "TERMINATION."

In the event that the Term of this Agreement extends beyond a single fiscal of COUNTY, it shall be subject to the availability of funding from COUNTY in accordance with Chapter 129, Florida Statutes, as amended from time to time. The COUNTY fiscal year begins on October 1 of each year and ends on September 30 of the following year.

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. However, the Option Period funding from 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;
- d. The availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes, as amended from time to time; and
- e. Satisfactory contract compliance by PROVIDER.

PROVIDER and COUNTY agree that COUNTY's Contract Administrator, in his/her sole discretion, shall determine whether the contingencies listed above in this Article 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 the DCF Agreement and as specified in Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, attached hereto and made a part hereof.

In the event that the PROVIDER amends its DCF Agreement, the PROVIDER must provide a copy of the fully executed written amendment between the DEPARTMENT and the PROVIDER to the COUNTY's Contract Administrator within ten (10) calendar days.

- 3.2 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 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 PROVIDER and authorized personnel of 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. 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 annual maximum amount payable for each term by COUNTY for the Initial Term and each Option Period respectively under this Agreement shall be _____ Dollars (\$_____) ("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 Article 2, 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 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 COUNTY's Human Services Department. Such adjustments may be made in writing and signed by such Director or designee on behalf of 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.

- 4.2 COUNTY reimbursement payments during the COUNTY's Fiscal Year will be made for services provided during the State of Florida's Fiscal Year. County Fiscal Year is the fiscal year ending on September 30 following the execution of this Agreement.
The State of Florida Fiscal year is the fiscal year ending on June 30 following the execution of this Agreement.
- 4.3 PROVIDER may submit monthly billing to the COUNTY at one eighth (1/8) of the Contract Amount, beginning **[insert month]**. Additionally, 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 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.
- 4.4 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.

- 4.5 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.
- 4.6 This Agreement is contingent upon the availability of COUNTY funds.
- 4.7 COUNTY shall be the final authority as to the availability of funds.
- 4.8 All payments shall be made solely in the name of PROVIDER as the official payee. The name and address number of the official payee to whom payment shall be made for PROVIDER is:

Telephone Number: _____

PROVIDER may change any of the information provided under this section herein by providing written notice of such change to Contract Administrator using the notice procedure under the "NOTICES" section in Article 23 of this Agreement. PROVIDER shall provide its federal identification number on the form provided by Contract Administrator at the time of PROVIDER's execution of this Agreement.

- 4.9 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.
- 4.10 PROVIDER shall pay its subcontractors and suppliers prior to submitting an invoice requesting payment from COUNTY for such subcontracted work or supplies unless PROVIDER documents any dispute on Exhibit C, Certification of Payments to Subcontractors and Suppliers, and submits such exhibit to COUNTY.

If PROVIDER has been authorized in accordance with the

"SUBCONTRACTING" section of this Agreement, 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 this section 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.

ARTICLE 5 MONITORING, REQUIRED RECORDS AND REPORTS

5.1 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 to 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 Client/PROVIDER 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. Client(s) shall have the meaning as defined in Exhibit "D" Scope of Services.
- c. To make all records and client files referred to in paragraph II of Exhibit D-2 pertaining to Clients subject at all times to inspection, review and/or audit by COUNTY and Provider agrees to otherwise comply with the requirements of Exhibit D-2.

- d. The back-up documentation used to support the billings and outcome for services provided shall be approved by Contract Administrator prior to execution of this Agreement.
- e. That monitoring reports originated periodically by designated COUNTY and DEPARTMENT staff and all the performance requirements of this Agreement and timeliness of requested information shall be considered a factor in evaluating future funding requests.
- f. To provide access to records developed relevant to this Agreement regarding assessment of long term outcomes beyond the expiration of this Agreement as specified in Exhibit D-1.
- g. To timely comply with any Corrective Action Plans developed in writing by COUNTY's Contract Administrator and/or PROVIDER.
- h. 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.

5.2 REPORTS:

- a. PROVIDER agrees to submit to COUNTY for review the financial and programmatic records and reports as specified in Exhibit G, Required Reports and Submission. 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. PROVIDER agrees to document and maintain a permanent record of beginning and ending service time and date of service for all time-based units of service.
- c. Outcome Report: PROVIDER shall submit Exhibit F-1, Outcome Report, completed for each quarter 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.

5.3 OTHER REQUIREMENTS:

- a. CLIENT FILE REQUIREMENTS: PROVIDER must maintain case files and records as specified in this Agreement.
- b. SAFEGUARDING INFORMATION: PROVIDER agrees to safeguard information regarding Clients in compliance with 42 C.F.R. (Chapter 1, Subpart A, Part 2) and Chapters 394, 396, and 397, Florida Statutes, as amended from time to time, and any other applicable laws, rules and regulations.

ARTICLE 6
TERMINATION

- 6.1 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 ten (10) 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. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2 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, or any material breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 6.3 Notice of termination shall be provided in accordance with the "Notices" section Article 23 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 23 of this Agreement.
- 6.4 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.

- 6.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant Article 32, Section 32.1.
- 6.6 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 in accordance with Article 23.
- 6.7 Except as otherwise specifically provided whenever notice of termination is being provided under Article 6 herein, it shall be given in accordance with the "Notices" procedures stated in Article 23 of this Agreement.
- 6.8 This Agreement may also be terminated in accordance with Article 12, Section 12.5.

ARTICLE 7 AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 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, Florida Single Audit Act, as amended from time to time.
- 7.2 PROVIDER shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement during the term of this Agreement and for a period of three (3) years

after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit findings. In connection with any services provided pursuant to this Agreement, PROVIDER agrees to comply with the requirements of the Florida Public Records Act (Chapter 119, Florida Statutes, as amended from time to time) to the full extent that such Act is applicable to 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, Florida Single Audit Act.

- 7.3 Any and all reports, photographs, surveys, and other data and documents provided or created by COUNTY or PROVIDER in connection with this Agreement are and shall remain the property of COUNTY.

ARTICLE 8 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. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other administrative procedures applicable to services rendered under this Agreement shall be those of PROVIDER.

ARTICLE 9 RETURN OF FUNDS

- 9.1 PROVIDER agrees that any expenditure of COUNTY funds provided under this Agreement determined by COUNTY Auditor, COUNTY Monitors and/or state auditors to be a non-reimbursable expenditure shall be refunded to the COUNTY, or, if this Agreement is still in effect, shall be withheld by the COUNTY from any subsequent reimbursement request. PROVIDER agrees that in the event COUNTY determines that funds are due back to COUNTY, COUNTY through its Contract Administrator, may in its sole and absolute discretion, require PROVIDER to pay interest on those funds, which interest shall be calculated from the date COUNTY incorrectly paid PROVIDER.
- 9.2 For purposes of this Agreement, non-reimbursable expenditure means any expenditure of COUNTY contributed community mental health match funds determined by the DEPARTMENT or COUNTY to be in violation of state laws, rules or regulations relating to state funded community mental health and substance abuse service providers.

ARTICLE 10
FINANCIAL STATEMENTS

- 10.1 PROVIDER shall provide to 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, changes in the fund balance, a statement of functional expenses, and any management letter(s) thereby generated. 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 that funds, including interest earned on those funds, 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 \$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 the County, except that State Financial Assistance received for federal financial assistance and state matching requirements shall be excluded from consideration.
- 10.2 Said annual financial statements shall account for all monies 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 a condition to receiving State Financial Assistance 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.

- 10.3 Three (3) copies of said financial statements with accompanying management letters, if any, shall be submitted to Contract Administrator within one hundred 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 Contract Administrator, 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.

- 10.4 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 until financial statements and management letters are received and accepted by COUNTY, unless otherwise agreed to in writing by the Contract Administrator.
- 10.5 PROVIDER acknowledges submission of audited financial statements with funding application or to any other Broward County Office or Division does not constitute compliance with requirements to submit that material to the Contract Administrator.
- 10.6 PROVIDER shall provide to Contract Administrator, three (3) copies of the schedule of correction developed in response to management letter(s) within forty-five (45) calendar days of its development.
- 10.7 PROVIDER shall provide to Contract Administrator, 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 11
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY,
AMERICANS WITH DISABILITIES ACT AND COUNTY BUSINESS ENTERPRISE
POLICIES

- 11.1 PROVIDER shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, or sexual orientation, pregnancy, or gender identity and expression 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 and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time.
- 11.2 PROVIDER shall include the foregoing language in Section 13.1 above or similar language in its contracts with any subcontractors or subconsultants, 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 may be amended from time to time. 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.
- 11.3 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.
- 11.4 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 may be 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.
- 11.5 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, if any, at the time of PROVIDER's execution of this Agreement. PROVIDER also agrees to furnish to the Contract Administrator two

(2) copies 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 "NOTICES," section of this Agreement requesting appropriate policy.

- 11.6 COUNTY has established a policy relating to County Business Enterprise ("CBE") Program's participation in all COUNTY contracts. Although this Agreement does not have assigned CBE goals, PROVIDER is encouraged to utilize eligible local County business enterprises, where applicable.
- 11.7 COUNTY and PROVIDER agree that contractor and vendor awards to CBE are crucial to the achievement of COUNTY's CBE participation objectives. In an effort to assist COUNTY in achieving its objectives for CBE, PROVIDER agrees to make a good faith effort to incorporate CBE participation.
- 11.8 If PROVIDER fails to comply with the requirements of this Agreement, COUNTY shall have the right to exercise any administrative remedies provided by the CBE's Program/Act, if applicable, or any other right or remedy provided in this Agreement or under applicable law.

ARTICLE 12 INDEMNIFICATION CLAUSE

- 12.1 PROVIDER shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including 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 provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator 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.

- 12.2 The parties agree that the indemnification obligations under 12.1 shall survive the expiration or termination of this Agreement.

ARTICLE 13
DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 13.1 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 [Insert Title].
- 13.2 The empowered signators of invoices under this Agreement for PROVIDER are those individuals referenced in Exhibit A, Authorized Invoice Signators, attached hereto and made a part hereof. Changes in the empowered signators on Exhibit A shall be communicated to COUNTY as directed in the "NOTICES" section in Article 23 of this Agreement.
- 13.3 The empowered signator of this Agreement for PROVIDER is the [Insert Title] 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 Article 4, "FUNDING AND METHOD OF PAYMENT," and the "NOTICES," section in Article 23 of this Agreement.

ARTICLE 14
INSURANCE

- 14.1 COMMERCIAL or GENERAL LIABILITY PROVIDER agrees to maintain Commercial General Liability coverage at a limit of not less than Five Hundred Thousand Dollars (\$500,000) for 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 certificate holder address for PROVIDER shall read "Broward County Board of County Commissioners, Florida." COUNTY is to be included as an "Additional Insured" in the name of "Broward County Board of County Commissioners" with respect to liability (General and Excess) arising out of operations performed for COUNTY.

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.

14.2 Business Automobile Liability Insurance, ONLY APPLICABLE WHEN THE PROVIDER IS REQUIRED TO COME ONTO BROWARD COUNTY PREMISES:

Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Insurance Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 14.2.1 Comprehensive Form;
- 14.2.2 Owned Vehicles, if applicable;
- 14.2.3 Hired, if applicable;
- 14.2.4 Non-Owned Vehicles, if applicable;
- 14.2.5 Any Auto, if applicable.

14.3 UMBRELLA OR EXCESS LIABILITY POLICY PROVIDER may satisfy the limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either the Commercial General Liability or Business Auto Liability. PROVIDER agrees to endorse COUNTY as an "Additional Insured" on Umbrella or Excess Liability policy. The additional insured shall read "Broward County Board of County Commissioners, Florida." The certificate holder address for PROVIDER shall read "Broward County Board of County Commissioners, Florida."

14.4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY PROVIDER agrees to maintain Workers' Compensation Insurance and Employers Liability Insurance to apply for all employees in compliance with the "Workers' 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.

14.5 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 COUNTY due to cancellation or non-renewal of coverage. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of PROVIDER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least ten (10) days prior to the date of their expiration.

- 14.6 RIGHT TO REVIEW AND REVISE COUNTY, by and through the Risk Management Division, reserves the right, but not the obligation, to review and revise any insurance requirements at the time of amendment 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. If PROVIDER uses a subcontractor, the PROVIDER shall ensure that subcontractor names COUNTY as an additional insured.
- 14.7 INVOICES No invoices shall be paid until the files of Contract Administrator contain documentation approved in writing by COUNTY's Risk Management Division.
- 14.8 WAIVER All insurance requirements under this Article may be waived by County's Risk Management Division based on the nature and scope of the services being provided.

ARTICLE 15 AMENDMENTS, ASSIGNMENTS AND PERFORMANCE

- 15.1 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. However, the County Administrator for the COUNTY may sign a modification, amendment or alteration to the terms and conditions of this Agreement where there is a change to Paragraph I of Exhibit D, Scope of Services, to reduce the Contract Amount, or to change Exhibit D-1, Outcomes. Subject to the Contract Administrator obtaining the prior written approval of the Director of Human Services Department, the County Administrator may execute amendments containing any other changes to any of the exhibits. Subject to County Commission approval of funding, the County Administrator may execute amendments to this Agreement to provide for funding increases or decreases to the Contract Amount during the Initial Period and any Option Periods.
- 15.2 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and PROVIDER shall not subcontract any portion of the work required by 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 16 SUBCONTRACTING

- 16.1 PROVIDER shall submit proposed documents formalizing the subcontracting relationship to the Contract Administrator for the Contract Administrator's written approval prior to approval of any subcontractor as defined in Section 16.3 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 as defined in Section 16.3 or Employee Leasing agreement without the prior written approval of Contract Administrator.

In no event shall more than fifty percent (50%) of the services under each category of service described in the Exhibit D, "Scopes of Services," be subcontracted by PROVIDER, except when approved in advance in writing by the Director of the COUNTY's Human Services Department or designee. Such approval is within the sole discretion of the Director of COUNTY's Human Services Department.

- 16.2 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.
- 16.3 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.

- 16.4 The delivery of services through subcontractors shall not relieve PROVIDER of full responsibility for all requirements, provisions, and terms of this Agreement.
- 16.5 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.
- 16.6 PROVIDER agrees to reimburse COUNTY for any and all funds not used in compliance with this Agreement by PROVIDER and/or its subcontractors.
- 16.7 PROVIDER shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Article 16.

ARTICLE 17 ENTIRE AGREEMENT

This Agreement, its exhibits and its attachment(s) embodies the entire Agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted here from and shall not consolidate the remaining provisions.

ARTICLE 18 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 19 WAIVER OR BREACH

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

ARTICLE 20 REPRESENTATIONS AND ACKNOWLEDGMENTS

- 20.1 PROVIDER represents to COUNTY that upon the execution of this Agreement and continuing throughout the Agreement Term the following 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.
- 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.

20.2 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 competing for and developing this Agreement.

ARTICLE 21
PUBLIC ENTITIES CRIMES ACT

PROVIDER represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes, as amended from time to time),

FOR PROVIDER:

Name and Title

[Provider's name]

The PROVIDER shall notify the Contract Administrator in writing of any changes in the name, title and/or address for the PROVIDER stated under Article 14 and Article 23 herein.

The COUNTY represents that the division director shown in Article 23 is designated the Contract Administrator for this Agreement unless PROVIDER is otherwise notified by COUNTY in writing of any changes relating to such Contract Administrator or the name, title and address stated in Article 23 herein using the "Notices" procedures stated in Article 23 herein.

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. 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 applicable federal, state, and local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

ARTICLE 26
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 document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by PROVIDER and the Board or County Administrator on behalf of COUNTY.

ARTICLE 27 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 or 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 as within the meaning of this section.

ARTICLE 28 SEVERANCE

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 SECOND PARTY 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 29 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.

ARTICLE 30
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 31 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 31 shall prevail and be given effect.

ARTICLE 31
HIPAA COMPLIANCE

The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by federal Health Insurance Portability and Accountability Act of 1996 or "HIPAA") exists between PROVIDER and COUNTY with regard to this Agreement. 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 CFR 164.502(j) (as may be amended from time to time).

Where required, PROVIDER shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PROVIDER and/or COUNTY's uses of client's PHI. The requirements to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf, as applicable.

ARTICLE 32
MISCELLANEOUS

32.1 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.

32.2 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.

32.3 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.

32.4 DRUG-FREE WORKPLACE CERTIFICATION

PROVIDER certifies, by execution of this Agreement, that PROVIDER 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, Drug Free Workplace Act, as amended from time to time. PROVIDER agrees to submit two (2) copies of its Drug Free Workplace Policy to the Contract Administrator prior to or with the signed Agreement.

32.5 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 (in the amount provided by the Act/law as amended from time to time) 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 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.

32.6 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.

32.7 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 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) 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 (as defined in Article 2).

(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 the County Administrator, authorized to execute same by Board action on the _____ day of _____, 200__ and PROVIDER, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
County Administrator

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: _____
Assistant County Attorney (Dated)

By _____
Authorized Signature (Date)

AGREEMENT BETWEEN BROWARD COUNTY AND _____
(LEGAL NAME OF ORGANIZATION) FOR LOCAL MATCH FUNDING OF
COMMUNITY MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

PROVIDER

WITNESSES:

By: _____
(Authorized Signature)

Signature

(Print Name and Title of Authorized
Signature)

Print Name

_____ day of _____, 20____.

Signature

Print Name

(SEAL)

ATTEST BY:

Signature

Print name above

_____, Secretary

EXHIBIT A

AUTHORIZED INVOICE SIGNATORS

Contract #: _____

The Board of Directors of _____ (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)

(Signature) Date

Authorized Name

Authorized Name

Witness Signature:

Witness Signature

Signature

Signature

Name
(Print or Type)

Name
(Print or Type)

Date

Date

(SEAL)

EXHIBIT B

CERTIFICATION OF EMPOWERMENT

Contract # _____

I, _____, as secretary of _____
(Type Name)

_____ (Name of PROVIDER and hereinafter known as "PROVIDER") hereby
certify that:

(Type Name and title)

is duly authorized to sign this Agreement and any amendments hereto between
Broward County and PROVIDER by resolution of PROVIDER's Board of Directors
taking place on _____ (See attached.)
(Date of Board's Resolution)

The signature of the above-named person on this Agreement on behalf of PROVIDER
binds PROVIDER to the terms and conditions of this Agreement and its amendments.

My name and position as Corporate Secretary are a matter of record in the files of the
State of Florida, Secretary of State, Division of Corporations, as required by law.

WITNESSES:

Signature

Signature _____

Name

Name _____
(Print or Type)

Title: Corporate Secretary

Signature

Date _____

Signature

(CORPORATE SEAL)

Name

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 Article 4, "FUNDING AND METHOD OF PAYMENT" 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: _____ Contract # _____
Agency Name: _____ Program # _____
Division: _____

I. Scope of Services

Standards: _____
Credentials: _____

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 PROVIDER is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education, and human services planning in 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 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. 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:

III. Definition of Units of Service

A unit is defined as: [State definition]

IV. Cost Per Unit of Service

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

Units Per Term of Agreement: _____

\$ Amount Per Term of Agreement: _____

VI. Outcomes/Indicators

Outcomes and indicators are attached.

EXHIBIT D-1

OUTCOMES [Insert Outcomes in the State of Florida Department of Children and Families' contract Outcomes here]

EXHIBIT D-2

MONITORING REQUIREMENTS

I. Organizational Quality

A. Mission Statement

1. 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. PROVIDER has a written Code of Ethics that reflects the organization's principles, philosophy, values for service delivery, and interaction with Clients.
2. 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. 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. 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. 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. PROVIDER will have a ranking criteria utilized for eligible applications when waiting lists exist.

D. Client File Management

1. 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. PROVIDER has a formal Plan that covers workplace violence, fire, flood or hurricanes, bomb threats, civil unrest, and other potential emergencies.
2. 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 provided the services contracted through the Department's Agreement with the Provider and matched 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.
- 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.

- E. File entries should be current, consistent, and timely; dated in chronological order; address achievement of service plan goals; and signature, title, and credentials of file entry writer.
 - F. Other file contents should 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.
 - G. Client Needs Assessment must, at a minimum, include client strengths, weaknesses, and required services.
 - H. Individual Service Plan must include measurable goals/objectives, evidence of Client's participation in Plan development, and time-frames for goal achievement.
 - I. 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. 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
Board of County Commissioners
Local Match Invoice

Name of Organization _____ Document Period:
Month/Year ____20__
Contract # _____ Contracted Amount
\$ _____
Program Name: _____ Program #: _____

DATE STAMP AREA {On-Time: Y/N}

A. Total of Units (This Month)	Unit Cost	Total # of Units	Total Dollar Value
1. _____	\$ _____	x _____	= \$ _____
B. Total Dollar Value of Units in previous months			\$ _____
C. Total Dollar Value of Units Year to Date			\$ _____

D. CERTIFICATION: The undersigned, as an authorized signator for the contract between Broward County and Provider, hereby affirms and certifies that the services documented herewith have been delivered to Clients on behalf of Broward County per the Agreement, that all clients served have met the program eligibility requirements and that sufficient written information is available to document services.

Approved Signature: _____

Authorized Signature: _____
Date _____
(Type name and title)

E. FOR COUNTY USE:
Fund/Agency/Organization _____
Reviewer/Date _____
Reviewer Signature _____

COMMENTS: (for use by County or Organization)

EXHIBIT F-1
OUTCOME REPORT

State of Florida Department of Children and Families Outcome Report in the format required by the State of Florida Department of Children and Families

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

<u>Description of Report(s)</u>	<u>Required Submission Date(s)</u>
1. Invoice	Monthly: an original and 1 copy
2. Outcome Report	Submit with Invoice - Due on or before: Jan. 15, Apr. 15, July 15, Oct. 15 An original and 1 copies(quarterly outcome report as outlined in DCF contract)
3. Equal Employment Opportunity Policy	Due prior to or by execution of contract - 1 copy
4. American with Disabilities Act Policy	Due prior to or by execution of contract - 1 copy
5. Non-Discrimination Policy	Due prior to or by execution of contract - 1 copy
6. Current Certificate of Insurance	Due prior to or by execution of Agreement, and thereafter, a new Certificate is due ten (10) calendar days prior to the expiration date of the existing Certificate. Submit to Human Services Repository – two (2) copies (A current Certificate of Insurance must always be on file.)
7. Current Annual Audited Financial PROVIDER's Statements	Due within 120 days after the close of fiscal year end - Submit to Human Services Repository - 3 copies
8. State Financial Assistance reporting package	Due within 120 days after the close of PROVIDER's fiscal year end - 3 copies(In keeping with requirements of Florida Single Audit Act)
9. a. Blank Client Satisfaction Survey b. Compiled Client Satisfaction Survey	Due with signed contract - 2 copies Due July 15
10. Current Organizational Profile	Due upon request - send directly to First Call for Help on Behalf of The Coordinated Council of Broward
11. 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.